



Construction Projects



سکس کونسٹراکٹ
SixConstruct  TROJAN
GENERAL CONTRACTING

SHORT FORM SUBCONTRACT

Project Name:
Guggenheim Abu Dhabi

Project Number:
DCT/TPC/19/GAD/06

Package:
Temporary Fire Fighting System

Agreement Number:
GAD/STJV/CTR/00111

Between

Sixco – Trojan Joint Venture

and

**Naffco Electrical Mechanical Co.
LLC**

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FORM OF AGREEMENT

The Subcontract is made and entered into on **3rd May 2023** between

Six Construct Company Limited and Trojan General Contracting LLC, together referred to as Sixco-Trojan Joint Venture (STJV), an unincorporated joint venture organised and existing under the laws of the United Arab Emirates with its registered C/o office at P.O. Box 226, Abu Dhabi, United Arab Emirates (hereinafter called "**the Contractor**"),

and

Naffco Electro Mechanical Co. LLC a company organised and existing under the laws of the United Arab Emirates and having its registered office at PO Box 262169, Dubai, United Arab Emirates (hereinafter referred to as the "Subcontractor"),

whereas

- (a) The Contractor desires the execution of certain Works.
- (b) The Subcontractor has agreed to execute said Works upon the terms hereinafter appearing in the Subcontract based upon a fixed rate, re-measurable Subcontract.

The Contractor and the Subcontractor agree to carry out and complete their respective obligations in accordance with the following documents, which comprise the Subcontract, in order of precedence:

- (a) this Form of Agreement;
- (b) the Particular Conditions of Subcontract;
- (c) the Special Conditions of Subcontract;
- (d) the General Conditions of Subcontract;
- (e) any and all appendices which form part of the Subcontract.

In consideration for the Subcontractor performing his obligation under the Subcontract, the Contractor agrees to pay the Subcontractor the Subcontract Sum and perform his other obligations in accordance with the Subcontract.

Any word or expression used in this Form of Agreement has the same meaning as defined in the General Conditions of Subcontract.

Executed by the Contractor's authorised signatory (**Six Construct Company Limited**) in the presence of:

David De Visscher

Full name of authorised signatory

Signature of authorised signatory

Yves De Rue

Full name of witness

Signature of witness

Executed by the Contractor's authorised signatory (**Trojan General Contracting LLC**) in the presence of:

Mohamed Mahmoud

Full name of authorised signatory

Signature of authorised signatory

Christofis Christofi

Full name of witness

Signature of witness

Signed by the **Subcontractor's** authorised signatory in the presence of:

Full name of authorised signatory

Full name of witness

Signature of authorised signatory

Signature of witness

GENERAL CONDITIONS OF SUBCONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

- 1.1.1. In the Subcontract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

"Commencement Date"	means the date of the receipt by the Subcontractor of a communication in writing from the Contractor instructing the Subcontractor to commence the Works, or the date specified therein.
"Contractor"	means the person named in the Form of Agreement and the legal successors in title to this person, but not (except with the consent of the Subcontractor) any assignee.
"Contractor's Liabilities"	means those matters listed in clause 6.1.
"Cost"	means all expenditure properly incurred (or to be incurred) by the Subcontractor, whether on or off the Site, including overheads and similar charges, but does not include profit.
"Country"	means the country in which the Site is located.
"Day" or "day"	means a calendar day.
"Design Documents"	means the documents listed in the Particular Conditions of Subcontract, and any Variation to such documents.
"Force Majeure"	means the definition described Clause 13.2.1 of the General Conditions of Subcontract.
"Government Authority"	means any government, quasi-government, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory, or taxing authority or power having jurisdiction over either Party, the Site and / or the Works, whether acting under actual or assumed authority.
"Law"	means any national or local decree, ministerial decision, statute, statutory instrument, law, proclamation, order, regulation, resolution, notice, by-law, directive, treaty legislation, ordinance, and other law within the jurisdiction as defined in the Particular Conditions of Subcontract issued, declared, passed or given effect to in any manner by any government, ministry, department, authority, instrumentality or agency of any Government Authority,

"Materials"	including any as the same may be amended, replaced, or re-enacted from time.
"Party" or "Parties"	means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
"Plant"	means either the Contractor or the Subcontractor.
"Scope of Works and Matrix of Attendances"	means the machinery and apparatus intended to form or forming part of the permanent work.
"Site"	means the work and provisions listed in Appendix 1 to the Subcontract, entitled "Scope of Works and Matrix of Attendances".
"Subcontract"	means the places provided by the Contractor where the Works are to be executed, and any other places specified in the Subcontract as forming part of the Site.
"Subcontract Sum"	means the Form of Agreement and the other documents listed in the Form of Agreement.
"Subcontractor"	means the price, stated in the Form of Agreement and payable by the Contractor to the Subcontractor for the satisfactory performance of the Works subject to all applicable provisions of the Subcontract.
"Subcontractor's Equipment"	means the person named in the Form of Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
"Time for Completion"	means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.
"Variation"	means the time for completing the Works as stated in the Particular Conditions of Subcontract (or as extended under clause 7.3), calculated from the Commencement Date.
"Works"	means a change to the Design Documents (if any) which is instructed by the Contractor under clause 10.1.
	means all the work and design (if any) to be performed by the Subcontractor as described in the Scope of Works and Matrix of Attendances including temporary work and any Variation.

1.2. Interpretation

- 1.2.1. Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3. Priority of Documents

- 1.3.1. The documents forming the Subcontract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Contractor shall issue any necessary instructions to the Subcontractor, and the priority of the documents shall be in accordance with the order as listed in the Particular Conditions of Subcontract.

1.4. Law

- 1.4.1. The Law of the Subcontract is stated in the Particular Conditions of Subcontract.

1.5. Communications

- 1.5.1. Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Particular Conditions of Subcontract and shall not be unreasonably withheld or delayed.

1.6. Statutory Obligations

- 1.6.1. The Subcontractor shall comply with the Laws and customs of the countries where activities are performed. The Subcontractor shall give all notices and pay all fees and other charges in respect of the Works.

2. THE CONTRACTOR

2.1. Provisions of Site

- 2.1.1. The Contractor shall provide the Site and right of access thereto at the times stated in the Particular Conditions of Subcontract for the sole purpose of the execution of the Works. The right of access shall be non-exclusive and the Subcontractor recognises that there will be other contractors, subcontractors, consultants, and public authorities on Site and shall, if necessary, coordinate the Works with such other contractors, subcontractors, consultants, and public authorities and such coordination shall not entitle the Subcontractor to an extension of time or additional payment and shall be taken into account in the Subcontractor's programme.

2.2. Permits and Licences

- 2.2.1. The Contractor shall, if requested by the Subcontractor, assist him in applying for permits, licences or approvals which are required for the Works.
- 2.2.2. The assistance shall be limited to provision by the Contractor of necessary letters of assistance to the relevant authorities or third party.
- 2.2.3. Notwithstanding the above, the Subcontractor shall have sole responsibility to acquire and comply with all the necessary NOCs, permits, licences or approvals of whatsoever nature at the time necessary to complete the Works within the Time for Completion.

2.3. Contractor's Instructions

- 2.3.1. The Subcontractor shall comply with all instructions given by the Contractor in respect of the Works including the suspension of all or part of the Works.

2.4. Approvals

- 2.4.1. No approval or consent or absence of comment by the Contractor or the Contractor's representative shall relieve the Subcontractor from any of his obligations or responsibilities under or in connection with the Subcontract and / or the Works.

3. CONTRACTOR'S REPRESENTATIVES

3.1. Authorised Person

- 3.1.1. One of the Contractor's personnel shall have authority to act for him. This authorised person shall be as stated in the Particular Conditions of Subcontract, or as otherwise notified by the Contractor to the Subcontractor.

3.2. Contractor's Representative

- 3.2.1. The Contractor may also appoint a firm or individual to carry out certain duties. The appointee may be named in the Particular Conditions of Subcontract, or notified by the Contractor to the Subcontractor from time to time. The Contractor shall notify the Subcontractor of the delegated duties and authority of this Contractor's representative.

4. THE SUBCONTRACTOR

4.1. General Obligations

- 4.1.1. The Subcontractor shall proceed regularly and diligently to design (to the extent specified in the Subcontract), execute and complete the Works and to maintain and care for them until taking over in accordance with the Subcontract and by the Time for Completion, and shall remedy any defects in the Works. The Subcontractor undertakes that, when completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Subcontract or reasonably inferred therefrom.
- 4.1.2. The Subcontractor shall provide the Plant, the Materials, and the Subcontractor's documents specified in the Subcontract, and all Subcontractor's personnel, goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying defects.
- 4.1.3. The Works shall include any works which is necessary to satisfy the requirements of the Subcontract, or is implied by the Subcontract, and all works which (although not mentioned in the Subcontract) are necessary for the stability or for the completion, or safe and proper execution of the Works.
- 4.1.4. The Subcontractor shall be responsible for the adequacy, quality, stability and safety of all Site operations, of all methods of construction and all the Works. The Subcontractor shall, whenever required by the Contractor, submit details of arrangements and methods which the Subcontractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to and approved by the Contractor.

4.2. Subcontractor's Representative

- 4.2.1. The Subcontractor shall submit to the Contractor for consent the name and particulars of the person authorised to receive instructions on behalf of the Subcontractor.



4.3. Performance Security

- 4.3.1. If stated in the Particular Conditions of Subcontract, the Subcontractor shall deliver to the Contractor within 14 days of the Commencement Date a performance security in the form set out in Appendix 5 and from a third party approved by the Contractor.

4.4. Code of Conduct

- 4.4.1. The Subcontractor shall be subject to the Contractor's sustainable procurement code of conduct. In acknowledgement thereof the Subcontractor shall provide the Contractor within fourteen (14) days of the Commencement Date a written undertaking in the form set out in Appendix 5.

4.5. Confidentiality Agreement

- 4.5.1. The Subcontractor shall maintain strict confidentiality about all aspects of the Subcontract. In acknowledgement thereof the Subcontractor shall provide the Contractor within fourteen (14) days of the Commencement Date a written undertaking in the form set out in Appendix 5 or in such other format approved by the Contractor.

5. DESIGN BY SUBCONTRACTOR

5.1. Subcontractor's Design

- 5.1.1. The Subcontractor shall carry out design to the extent specified, as referred to in the Particular Conditions of Subcontract. The Subcontractor shall promptly submit to the Contractor all designs prepared by him. Within fourteen (14) days of receipt the Contractor shall notify any comments or, if the design submitted is not in accordance with the Subcontract, shall reject it stating the reasons. The Subcontractor shall not construct any element of the permanent work designed by him within fourteen (14) days after the design has been submitted to the Contractor or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Subcontractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2. Responsibility for Design

- 5.2.1. The Subcontractor shall remain responsible for his tendered design and the design under this clause, both of which shall be fit for the intended purposes defined in the Subcontract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Contractor shall be responsible for the Design Documents.

6. CONTRACTOR'S LIABILITIES

6.1. Contractor's Liabilities

- 6.1.1. In this Subcontract, Contractor's Liabilities mean:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder by persons other than the Subcontractor's personnel and other employees, affecting the Site and / or the Works,

- (d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Subcontractor may be responsible for the use of any radio-active material,
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (f) design of any part of the Works by the Contractor's personnel or by others for whom the Contractor is responsible,
- (g) any operation of the forces of nature affecting the Site and / or the Works, which was unforeseeable or against which an experienced Subcontractor could not reasonably have been expected to take precautions.
- (h) Force Majeure,
- (i) a suspension under clause 2.3 unless it is attributable to the Subcontractor's failure,
- (j) any delay or disruption caused by any Variation,
- (k) any change to the Law of the Subcontract after the date of the execution of the Subcontract as stated in the Form of Agreement, and
- (l) damage which is an unavoidable result of the Subcontractor's obligations to execute the Works and to remedy any defects.

7. TIME FOR COMPLETION

7.1. Execution of the Works

- 7.1.1. The Subcontractor shall commence the Works on the Commencement Date stated in the Particular Conditions of Subcontract and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2. Programme

- 7.2.1. Within the time stated in the Particular Conditions of Subcontract, the Subcontractor shall submit to the Contractor a programme for the Works in the form stated in the Particular Conditions of Subcontract.

7.3. Extension of Time

- 7.3.1. The Subcontractor shall be under a duty at all times to minimise any delay to the Works.
- 7.3.2. The Subcontractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Contractor's Liabilities.
- 7.3.3. On receipt of an application from the Subcontractor, the Contractor shall consider all supporting details provided by the Subcontractor and shall extend the Time for Completion as appropriate.
- 7.3.4. A delay to the Time for Completion will be assessed on the basis that;
 - (a) The Subcontractor has made reasonable and proper efforts to mitigate such delay (including by early warning notice where applicable);

- (b) Any such delay which is concurrent with another delay for which the Subcontractor is responsible shall be taken into account only for the purposes of extending the Time for Completion. The Subcontractor shall not be entitled to an adjustment to the Subcontract Price for such delay; and
- (c) The Subcontractor has complied with the requirements of clause 10.3.

7.4. Late Completion

- 7.4.1. If the Subcontractor fails to complete the Works within the Time for Completion, the Subcontractor's only liability to the Contractor for such failure shall be to pay the amount stated in the Particular Conditions of Subcontract for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1. Completion

- 8.1.1. The Subcontractor may notify the Contractor when he considers that the Works are complete and has submitted all relevant approved WIRs for the Subcontract Works

8.2. Taking-Over Notice

- 8.2.1. The Contractor shall notify the Subcontractor when he considers that the Subcontractor has completed the Works stating the date accordingly. Alternatively, the Contractor may notify the Subcontractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly; nevertheless, the Subcontractor can apply for the release of retention once it ~~has submitted and obtained approval for all WIR's~~
- 8.2.2. The Contractor shall take over the Works upon the issue of this notice. The Subcontractor shall promptly complete any outstanding work and, subject to clause 9, clear the Site.

9. REMEDYING DEFECTS

9.1. Remedying Defects

- 9.1.1. The Contractor may at any time prior to the expiry of the period stated in the Particular Conditions of Subcontract, notify the Subcontractor of any defects or outstanding work. The Subcontractor shall remedy at no cost to the Contractor any defects due to the Subcontractor's design, Materials, Plant or workmanship not being in accordance with the Subcontract.

- 9.1.2. The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Contractor's notice shall entitle the Contractor to carry out all necessary work at the Subcontractor's cost and risk.

9.2. Uncovering and Testing

- 9.2.1. The Contractor may give instruction as to the uncovering and / or testing of any work. Unless as a result of any uncovering and / or testing it is established that the Subcontractor's design, Materials, Plant or workmanship are not in accordance with the Subcontract, the Subcontractor shall be paid for such uncovering and / or testing as a Variation in accordance with clause 10.2.

10. VARIATIONS AND CLAIMS

10.1. Right to Vary

- 10.1.1. The Contractor may instruct Variations, either by instruction or by a request for the Subcontractor to submit a proposal. A Variation may comprise an addition, omission, substitution or other amendment:
- (a) In the scope of Works;
 - (b) In the method, manner or sequence of the Subcontractor's performance of the Works; or
 - (c) In the Time for Completion.

10.2. Valuation of Variations

- 10.2.1. Variations shall be valued as follows:
- (a) at a lump sum price agreed between the Parties, or
 - (b) where appropriate, at rates in the Subcontract, or
 - (c) in the absence of appropriate rates, the rates in the Subcontract shall be used as the basis for valuation, or failing which
 - (d) at appropriate new rates, as may be agreed or which the Contractor considers appropriate, or
 - (e) if the Contractor so instructs, at daywork rates set out in the Particular Conditions of Subcontract for which the Subcontractor shall keep records of hours of labour and Subcontractor's Equipment, and of Materials used.

10.3. Early Warning

- 10.3.1. A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Subcontractor shall take all reasonable steps to minimise these effects.
- 10.3.2. The Subcontractor's entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

10.4. Variation and Claim Procedure

- 10.4.1. The Subcontractor shall submit to the Contractor an itemised make-up of the value of Variations and claims within fourteen (14) days of the instruction or of the event giving rise to the claim. The Contractor shall check and if possible agree the value. In the absence of agreement, the Contractor shall determine the value.
- 10.4.2. If the Subcontractor fails to give notice of a claim within the period specified in the Subcontract, the Time for Completion shall not be extended, the Subcontractor shall not be entitled to additional payment, and the Contractor shall be discharged from all liability in connection with the claim.

11. SUBCONTRACT PRICE AND PAYMENT

11.1. Valuation of the Works

- 11.1.1. The Works shall be valued as provided for in the Particular Conditions of Subcontract, subject to clause 10.

11.2. Monthly Statements

- 11.2.1. The Subcontractor shall be entitled to be paid at monthly intervals:

- (a) the value of the Works executed,
- (b) the percentage stated in the Particular Conditions of Subcontract of the value of Materials and Plant delivered to the Site at a reasonable time,

subject to any additions or deductions which may be due.

- 11.2.2. The Subcontractor shall submit each month to the Contractor a statement showing the amounts to which he considers himself entitled.

11.3. Interim Payments

- 11.3.1. The Contractor shall issue interim payment certificates (in the form set out in Appendix 5) to the Subcontractor within fourteen (14) days of the receipt by the Contractor of any interim payment application from the Subcontractor; provided that the Subcontractor's payment application is submitted on 25th of the month

- 11.3.2. Within the duration stated in the Particular Conditions of Subcontract of release of the interim payment certificate, the Contractor shall pay to the Subcontractor the amount shown in the interim payment certificate less retention at the rate stated in the Particular Conditions of Subcontract, and less any amount for which the Contractor has specified his reasons for disagreement. ~~The Contractor shall not be bound by any sum previously considered by him to be due to the Subcontractor.~~

~~90% of the contract value shall be certified prior to handing over NAFFCO civil defense certificate.~~

- 11.3.3. The Contractor may withhold interim payments until he receives the performance security under clause 4.3 (if any).

11.4. Payment of First Half of Retention

- 11.4.1. One half of the retention shall be paid by the Contractor to the Subcontractor within fourteen (14) days after issuing the notice under clause 8.2.

11.5. Payment of Second Half of Retention

- 11.5.1. The remainder of the retention shall be paid by the Contractor to the Subcontractor within fourteen (14) days ~~after either the expiry of the period stated in the Particular Conditions of Subcontract, or the remedying of notified defects or the completion of outstanding work, all as referred to in clause 9.1, whichever is the later.~~

~~against Retention Bank Guarantee valid till Defect Liability Period stated in Particular Conditions of subcontract 365 days.~~

11.6. Final Payment

- 11.6.1. Within forty two (42) days of the latest of the events listed in clause 11.5 above, the Subcontractor shall submit a final account to the Contractor together with any documentation reasonably required to enable the Contractor to ascertain the final contract value.

11.6.2. Within twenty eight (28) days after the submission of this final account, the Contractor shall pay to the Subcontractor any amount due. If the Contractor disagrees with any part of the Subcontractor's final account, he shall specify his reasons for disagreement when making payment.

11.7. Currency

11.7.1. Payment shall be in the currency stated in the Particular Conditions of Subcontract.

11.8. Set-off and Back-charges

11.8.1. The Contractor shall be entitled to deduct from or set off against any monies due to the Subcontractor (including any retention monies) any sum or sums which the Subcontractor may be liable to pay to the Contractor.

11.8.2. Upon identification by the Contractor of an actual or anticipated back-charge, the Contractor shall issue a notice in respect of same to the Subcontractor ("Back-charge Notice"). This notice shall describe the back-charge work to be performed, expected schedule period for performance, the expected cost to be charged by the Contractor to the Subcontractor for the back-charge and any other relevant terms. The back-charge cost will consist of:

- (a) labour at actual cost including all payroll burdens.
- (b) Plant or Materials at actual supplier and freight invoice cost delivered to Site;
- (c) construction equipment costs, at actual third-party rental costs or at the Contractor's equipment rental rates whichever may be applicable; and
- (d) all taxes, levies, duties, charges, licenses and assessments attributable to the back-charge works; and
- (e) the percentage set out in the Particular Conditions of Subcontract shall be added to the amounts in this subclause 11.8.2 for the Contractor's indirect costs, overhead, supervision, preliminaries and administration.

11.8.3. The Subcontractor agrees that the Contractor shall be able to prove any back-charge cost by providing invoices or any relevant documentation deemed appropriate by the Contractor and relevant quantities derived from the specification or drawings or other documents with respect to the back-charge works and the Contractor shall be entitled to deduct any and all back-charge cost in each interim or final payment certificate; however, the Contractor should notify the Subcontractor, giving 3 days warning, of its intention to back-charge, for any reason, related to its Subcontract Scope of Works

11.8.4. Within three (3) working days after receipt of the Back-charge Notice, the Subcontractor shall return to the Contractor a signed copy of the Back-charge Notice indicating either acceptance of the back-charge or agreement to perform the described back-charge work within the indicated schedule period for performing using the Subcontractor's labour, Plant, Materials and the Subcontractor's Equipment, as applicable.

11.8.5. In the event the Subcontractor fails to respond to the Back-charge Notice or refuses to sign the Back-charge Notice, the Contractor will, at his option, proceed with the back-charge work and charge the back-charge cost to the Subcontractor's account. Thirty (30) days after commencement of the back-charge work or on completion of the back-charge work, whichever occurs sooner, the Contractor will invoice the incurred back-charge cost to the Subcontractor.



12. DEFAULT

12.1. Default by Subcontractor

- 12.1.1. If the Subcontractor abandons the Works, refuses or fails to comply with a valid instruction of the Contractor or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Subcontract, the Contractor may give notice referring to this clause and stating the default.
- 12.1.2. If the Subcontractor has not taken all practicable steps to remedy the default within fourteen (14) days after the Subcontractor's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Subcontract. The Subcontractor shall then demobilise from the Site leaving behind Materials and Plant and any Subcontractor's Equipment which the Contractor instructs in the second notice is to be used until the completion of the Works.

12.2. Default by Contractor

- 12.2.1. If the Contractor fails to pay in accordance with the Subcontract, or is, despite a written complaint, in breach of the Subcontract, the Subcontractor may give notice referring to this clause and stating the default. If the default is not remedied within seven (7) days after the Contractor's receipt of this notice, the Subcontractor may suspend the execution of all or parts of the Works.
- 12.2.2. If the default is not remedied within twenty eight (28) days after the Contractor's receipt of the Subcontractor's notice, the Subcontractor may by a second notice given within a further twenty one (21) days, terminate the Subcontract. The Subcontractor shall then demobilise from the Site.

12.3. Insolvency

- 12.3.1. If a Party is declared insolvent under any applicable Law, the other Party may by notice terminate the Subcontract immediately. The Subcontractor shall then demobilise from the Site leaving behind, in the case of the Subcontractor's insolvency, any Subcontractor's Equipment which the Contractor instructs in the notice is to be used until the completion of the Works.

12.4. Payment upon Termination

- 12.4.1 The Contractor may terminate this Agreement forthwith without liability in the event of the Contract between the Contractor and the Employer being terminated due to whatever reason. The Contractor may terminate this Agreement without liability upon three (3) days written notice if the Subcontractor commits an act of bankruptcy, wholly suspends the Agreement Services, fails to proceed with the Agreement Services diligently, expeditiously or to the satisfaction of the Contractor and/or the Employer as per agreed schedule and drawings, fails to remedy defective work or fails to observe the obligations placed on it by statute or at law, or whatever reason at Contractor's sole discretion. Amounts due to the Subcontractor for work done and for the costs of dismantling the scaffolding shall be settled up to the date of the notice of the termination of the Agreement. Upon termination the Subcontractor shall have the full right to access the Site to remove all its equipment and materials. Following the termination and within seven [7] Days, the Subcontractor will provide details of its dismantling costs to be paid by the Contractor. Subcontractor shall not be entitled to claim for any loss of profit, loss of revenue or any other consequential loss that it may suffer as a result of such termination.
- 12.4.2 If the Subcontractor wishes to terminate this agreement, thirty [30] days advance notice should be given in writing.

12.4.3 After termination, the Subcontractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- 10.4,
- (a) any sums to which the Subcontractor is entitled under clause ~~Error! Reference source not found.~~
 - (b) any sums to which the Contractor is entitled,
- 12.4.2. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISK AND RESPONSIBILITY

13.1. Subcontractor's Care of the Works

- 13.1.1. The Subcontractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Contractor's notice under clause 8.2. Responsibility shall then pass to the Contractor. If any loss or damage happens to the Works during the above period, the Subcontractor shall rectify such loss or damage so that the Works conform with the Subcontract.
- 13.1.2. Unless the loss or damage happens as a result of an Contractor's Liabilities, the Subcontractor shall indemnify the Contractor, the Contractor's other subcontractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Subcontract, by negligence or by other default of the Subcontractor, his agents or employees.

13.2. Force Majeure

- 13.2.1. "Force Majeure Event" means a risk event, including:
 - i. lightning, fire, earthquake, unusual flood, cyclone, tornado, tsunami, typhoon or other natural disaster or act of God;
 - ii. epidemic, pandemic (if not previously declared) or plague;
 - iii. accident, explosion or chemical contamination (other than resulting from an act of war or an act of terrorism or sabotage);
 - iv. radioactive contamination or ionising radiation originating from a source outside the Emirate of Abu Dhabi to the extent it exceeds applicable standards;
 - v. strikes, works to rule or go-slows (other than solely by employees of the Affected Party, its contractors, subcontractors or their Affiliates);
- 13.2.2. Force majeure will only be considered valid for the Subcontract Works when granted under the terms of the Main Contract.
- 13.2.3. If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Subcontractor shall suspend the execution of the Works and, to the extent agreed with the Contractor, demobilise the Subcontractor's Equipment.
- 13.2.4. If the event continues for a period of one hundred and twenty (120) days, or for multiple periods which total more than one hundred eighty (180) Days due to the same notified Force Majeure, either Party may then give notice of termination which shall take effect seven (7) days after the giving of the notice.
- 13.2.5. After termination, the Subcontractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- 10.4,
- (a) any sums to which the Subcontractor is entitled under clause ~~Error! Reference source not found.~~
 - (b) the Cost of his suspension and demobilisation,
 - (c) any sums to which the Contractor is entitled.
- 13.2.6. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

14. INSURANCE

14.1. Extent of Cover

- 14.1.1. The Subcontractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:
- (a) for loss and damage to the Works, Materials, Plant and the Subcontractor's Equipment,
 - (b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Subcontractor's performance of the Subcontract, including the Subcontractor's liability for damage to the Contractor's property other than the Works, ~~and subject to vice versa conditions on Contractor's insurance policy towards Subcontractor works and personnel and liability is limited to the contract value due to sole default only while work at site, and~~
 - (c) for liability of both Parties and of any Contractor's representative for death or injury to the Subcontractor's personnel except to the extent that liability arises from the negligence of the Contractor, any Contractor's representative or their employees.

14.2. Arrangements

- 14.2.1. All insurances shall conform with any requirements detailed in the Particular Conditions of Subcontract. The policies shall be issued by insurers and in terms approved by the Contractor. The Subcontractor shall provide the Contractor with evidence that any required policy is in force and that the premiums have been paid.
- ~~14.2.2. All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.~~

14.3. Failure to Insure

- 14.3.1. If the Subcontractor fails to effect or keep in force any of the insurances referred to in the previous clauses, or fails to provide satisfactory evidence, policies or receipts, the Contractor may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Subcontractor.

15. RESOLUTION OF DISPUTES

15.1. Amicable consultation

- 15.1.1. If any dispute or difference of any kind whatsoever shall arise between the Subcontractor and the Contractor in connection with or arising out of this Subcontract, or the breach, termination or invalidity thereof, the Parties shall strive to settle any dispute arising from the interpretation or performance in connection with the Subcontract through amicable consultation. In case no

settlement can be reached through consultation within sixty (60) days after such dispute is raised, or within such other period as the Parties may agree, either Party may refer the dispute to litigation. These amicable consultation steps are a condition precedent prior to filing for litigation.

15.2. Litigation

- 15.2.1. It is hereby agreed by the Parties herein that all disputes and differences, court proceedings and other proceedings for the enforcement of the rights and obligations envisaged under the Subcontract shall be finally resolved at the appropriate court as stated in the Particular Conditions of Subcontract to the exclusion of all the other courts.

SPECIAL CONDITIONS OF SUBCONTRACT

These Special Conditions of Subcontract form part of the Form of Agreement.

1. Compliance with U.A.E. VAT Law

- 1.1 In this clause "VAT" means Value Added Tax in accordance with the provision of U.A.E. Federal Decree - Law 8 of 2017 on Value Added Tax.
- 1.2 Effective 1st January 2018 one has to comply fully with the provisions of VAT Law, U.A.E. Federal Decree 8 of 2017 on Value Added Tax and subsequent legislations and executive regulations issued time to time, as applicable.
- 1.3 The companies that meet the minimum annual turnover requirement, as evidenced by their financial records, are required by the Law and shall be solely responsible for registering their company with the Federal Tax Authority and obtain a valid tax registration number (TRN) and a registration certificate. In case the supplies and services rendered on and after 1st January 2018 are or becomes taxable as per provisions of the Law, the suppliers / (sub)contractors / Subcontractors are required to comply with the Law and pay applicable tax to the Government. Wherever the Subcontractor is entitled to charge the buying organization the applicable VAT on top of their quoted price, which is VAT exclusive, the Subcontractor has to charge correct applicable VAT separately in their valid VAT compliant Invoices with valid VAT registration number. In any case, VAT shall be payable by the Contractor to the Subcontractor only upon receipt of a valid tax invoice. For supplies and services effective 1st January 2018 under the Subcontract, entire responsibility, liability, obligation and accountability to comply with the U.A.E. VAT Law is on the Subcontractor without any recourse, responsibility or obligation on the part of the Contractor towards any cost or liability arising out of the Subcontractor's non-compliance. The Subcontractor shall save harmless and indemnify the Contractor from and against any loss or damage, that the Contractor may suffer because of the Subcontractor's non-compliance with the applicable VAT Law and regulations.

2. No Court Order

- 2.1 Each Party consents to the other Party's entitlement to terminate the Subcontract:
 - (a) in accordance with the meaning of mutual consent as contemplated by Articles 218, 267 and 892 of the Civil Code; and
 - (b) without the need to obtain a court order under Article 271 of the Civil Code.
- 2.2 This does not prejudice the right of the Party receiving notice of termination to challenge the other Party's right to serve that notice, but if a court or tribunal determines that the Party serving the notice was entitled to serve it, then termination shall be effective from the date determined in accordance with this clause 14.9, and not from the date of the court or tribunal's decision.
No any Clause 14.9

3. Novation

- 3.1 It is acknowledged that, whilst the Contract has been executed between the Contractor and the Subcontractor, the Contractor may wish to transfer its rights and obligations under the Contract in accordance with instructions from the Employer or any third party nominated by the Employer. It is therefore agreed that the Contractor may at any time assign, novate or transfer all its rights and obligations under the Contract to the Employer or its nominated third party and that the Subcontractor agrees to such assignment, novation, or transfer. The Subcontractor shall, if requested by the Contractor, execute the novation agreement and any and all other documents necessary to facilitate such assignment, novation or transfer to the satisfaction of the Employer.

- 3.2 The Subcontractor acknowledges that the execution of a novation agreement is a formality only and is not a pre-requisite to the effectiveness of the novation described in this clause 3. Save as set out in this clause 3 the Subcontractor shall not, without the prior consent of the Contractor, novate the Subcontract to any third party.

4. General Provisions

- 4.1 The following is applicable to the Subcontractor and its personnel: -
- Any breach of COVID-19 protocols (for example, not wearing a mask when required) will result in personnel being removed from Site with immediate effect and not permitted to return,
 - Any safety breach will result in a fine of AED 250, a second offence shall attract a fine of AED 500 and a third offence a fine of AED 1,000 being imposed on Subcontractor and shall be recovered from Subcontractor from monies due or that may become due to the Subcontractor,
 - If Subcontractor's personnel are found to be a repeat offender, after the third infringement, that person will be removed from Site and not permitted to return.
- 4.2 Add new Sub-Clause 15.1.3 of the General Conditions of Contract: -

"The existence of any dispute as mentioned in Clause 15.1.1 of the General Conditions nor the commencement of any litigation shall relieve the Contractor and/or the Subcontractor from its obligations to continue to observe and perform each and every term, condition and provision of the Subcontract on its part to be so observed or performed, including without limitation in the case of the Subcontractor its obligation to proceed with the carrying out and completion of the Works and to do so in accordance with the decisions, instructions and orders of the Contractor even if the dispute concerns any of such decisions, instructions or orders

PARTICULAR CONDITIONS OF SUBCONTRACT

These Particular Conditions of Subcontract form part of the Form of Agreement.

Design Documents (clause 1.1.1)	As listed in Appendix 2
Time for Completion (clauses 1.1.1 and 7.2)	As directed by the site team
Law of the Subcontract (clause 1.4)	Laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi.
Language (clause 1.5)	English
Provision of Site (clause 2.1)	On the Commencement Date
Authorised person (clause 3.1)	Mr Yves De Rue Project Director
Name and address of Contractor's representative (clause 3.2)	Eng. Wael Hamza +971 564125019
Performance Security (clause 4.3)	Amount: Not applicable Form: Not applicable
Requirements for Subcontractor's design (clause 5.1)	Not applicable
Commencement Date (clause 7.1)	3 days from notification from Contractor
Programme (clause 7.2)	Form of programme: Not applicable
Amount payable due to failure to complete (clause 7.4)	Not applicable
Period for notifying defects (clause 9.1 & 11.5)	365 days calculated from the date stated in the notice under clause 8.2
Variation procedure: daywork rates (clause 10.2)	As listed in Appendix 4
Valuation of the Works: (clause 11.1)	Lump Sum
Percentage of value of Materials and Plant (clause 11.2)	Not applicable

Payment for interim payments (clause 11.3)	(30) thirty (60) days from the receipt of payment application which must be issued on 25 th of each month and provided that there is sufficient detailed supporting documents, including marked up drawings and other required documents
Percentage of retention (clause 11.3)	10%
Currency of payment (clause 11.7)	United Arab Emirates Dirhams (AED)
Percentage for the Contractor's indirect costs, overhead, supervision, preliminaries and administration in back-charges (clause 11.8)	15%
Insurances (clause 14.1)	Subcontractor's Equipment: full replacement cost Worker's Compensation
Litigation court (clause 15.2.1)	Abu Dhabi Courts

APPENDIX 1 - SCOPE OF WORKS AND MATRIX OF ATTENDANCES

1. Project Understanding

1.1 In order to assure the project team that the project is progressing with the required Subcontract Works implementation on site the Subcontractor shall be responsible for site supervision of the Subcontract Works and completion of all mandatory testing and certification as it pertains to the scope of works as defined below.

2. Scope of Works

2.1 General Requirements:

The Subcontractor shall: -

- (a) Attend site for inspections as required by the Contractor,
- (b) Complete the whole of the Services in accordance with the Project Programme.
- (c) Comply with all rules and regulations of the Contractor governing the delivery of the Services at the site.
- (d) Cooperate with any and all others employed by and/or with whom the Contractor is obliged to cooperate with at the site.
- (e) Obtain all permits, licenses and approvals that must be obtained for any personnel employed and/or supplied via the Subcontractor in connection with the Services.
- (f) Take all reasonable care of materials, plant or equipment provided to him by the Contractor (if any) and shall not by wilful act or disregard occasion loss or damage to such materials, plant or equipment.
- (g) Keep the Contractor's site free from any waste, rubbish or other debris arising from or out of or in connection with Services.
- (h) Provide enough skilled labour including qualified and experienced supervisory staff at the Project for the full duration of the Subcontract. The Subcontractor shall provide all required personal protective equipment (PPE) during the execution period of the Subcontract to their staff and labour.
- (i) Be fully compliant with the Employment Practices Policy (EPP) included within Appendix Two of this Subcontract and provide the Contractor with any required documentation to demonstrate compliance.

2.2 The Subcontractor's staff and labour will be required to attend site induction(s) as deemed necessary by the Contractor to familiarize themselves with the safety procedures prevailing at the Project. The Subcontractor's staff and labour will comply with all directions and instructions issued by the Contractor from time to time in connection with matters of safety.

3. Staff and Labour

3.1 The Subcontractor shall be responsible for and bear the costs of:

- (a) selecting, engaging and appointing all staff and labour to perform the Services.
- (b) the staff and labour's compensation claims, visa and labour card regulations, their safety, liability under relevant laws, compliance with any legislation, and inadequate performance or failure to perform to the reasonable satisfaction of the Contractor; and
- (c) all of the required personal protective equipment of the staff and labour including, but not limited to, safety helmet, safety shoes, reflector jacket, gloves and safety goggles. The Subcontractor shall at all times comply with all safety regulations implemented on Project.

3.2 Each labourer provided by the Subcontractor to the Contractor under the Subcontract shall be on the sponsorship of the Subcontractor.

3.3 Supervisory staff shall carry a functioning mobile phone at all times and shall be educated as to the appropriate emergency services to contact should an emergency occur, either on or off the Project.

- 3.4 The Subcontractor shall ensure that the labourers:
- (a) are competent, skilled, experienced, and qualified in the type of work they are undertaking for the Contractor.
 - (b) are licensed for the purposes of or incidental to the execution of the Subcontract Works if so, required by law.
 - (c) properly perform the roles and responsibilities assigned to them by the Contractor in accordance with this Agreement or as otherwise agreed to in writing by the Contractor.
 - (d) Always comply with all safety criteria and occupational health and safety laws; and
 - (e) Always comply with all safety and health management systems, procedures, policies, plans, and directives implemented on Project.
- 3.5 The Contractor reserves the right to implement a three (3) day trial period in order to assess the skills of the labour. In the event that during the trial period a labourer is found to be not suitable for performing the Works, then Contractor shall have the right to request a replacement by the Subcontractor.
- 3.6 The Contractor may at any time withdraw its approval for any staff member or labourer if in the Contractors reasonable opinion that staff or labour does not meet the requirements of the Subcontract. If so, requested by the Contractor, the Subcontractor shall, at his own cost and expense, immediately replace the staff or labour with another individual approved by the Contractor of at least equivalent experience, ability, and expertise without any interruption to the provision of the Subcontract Works.
- 3.7 The Subcontractor shall notify the Contractor in writing three (3) days prior to the replacement or removal of any supervisory staff and obtain the Contractor's approval before such replacement or removal and shall ensure that any such action is done without any interruption to the provision of the Subcontract Works.

4. Wages and Conditions of Employment

- 4.1 The Subcontractor shall be fully and exclusively liable for the payment of all salaries, wages and other remuneration and benefits of every kind which may become due to or payable in respect of all staff and labour employed by the Subcontractor in connection with the carrying out and completion of the Subcontract Works.
- 4.2 Accommodation (which shall meet the requirements of any Authority), food, and transportation to and from the Project for the staff and labour shall be provided by the Subcontractor.
- 4.3 During the execution of the Subcontract, the wages and conditions of employment of the staff and labour engaged in the Subcontract Works shall be not less than those which are prescribed by local regulations and the Subcontractor hereby agrees to pay and observe the same accordingly.
- 4.4 In default of such wages and / or conditions of employment being prescribed as aforesaid, the Subcontractor shall pay such wages and / or observe such conditions of employment as prevail locally.
- 4.5 The Subcontractor shall keep proper wage books and records of the matters specified under this clause 4 and these shall be open to inspection by the Contractor at all reasonable times.

5. Relationship

- 5.1 The Parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership.
- 5.2 No contractual or employment relationship will arise between any staff or labour and the Contractor as a result of this Subcontract.
- 5.3 The Subcontractor does not have the right or authority to act on behalf of or bind the Contractor and will not indicate to any third party that it has that right or authority unless the Subcontractor has been expressly authorised by the Contractor in writing.

6. Pandemic Requirements:

6.1 The following items shall apply in regard to the COVID-19 or any other pandemic:

- (a) Prior to mobilisation of any staff and labour, they should undergo a PCR test & only those with a negative result available on Al Hosn application will be allowed entry to the Project. This test should be repeated every 14 days as per Project protocols and/or Authority requirements.
- (b) In case of any COVID-19 positive case, or if the staff or labour has been identified as a primary or close contact in a COVID-19 case, the Subcontractor shall provide a replacement personnel at no additional cost within 12 hours.

7. Detailed Scope of Work:

1. To provide all necessary design, engineering, shop drawings, third party approvals and technical submittals and to submit the design for approval to the ADCD.
2. To supply and install the necessary temporary fire fighting solution for the entire project, together with all testing and commissioning and maintenance of the system until it is decommissioned and removed by you including all water tank(s), fire pumps, valves, pipes, and fire hoses, cabinets and signage required to meet the demands of the local municipality regulations and fire safety regulations.
3. The installation progress of the temporary fire fighting system must not be linked or delayed due to any interface with the permanent fire fighting system
4. The entire system must meet the demands of the UAE laws and regulations for temporary fire fighting systems
5. The Contractor shall obtain approval from ADCD and provide the payment for this approval only
6. The Contractor to provide the water

8. Other:

- Working Hours Minimum 9 Hours per day.
- Food, Accommodation & Transportation by Subcontractor.
- All Subcontract Works must be compliant with EPP (Employment Practices Policy) requirements.
- All PPE to be provided by Subcontractor.
- Subcontractor to sign the Confidentiality Agreement and Procurement Code of Conduct forms contained in Appendix 5.
- Compliance with QA/QC/ HSE/ LEEDv4 Gold guideline / EPP guidelines prevailing at site.
- All HSE requirements as per the policies and plans contained within Appendix 2 of this Subcontract, and as defined within the Matrix of Attendances.

9. Matrix of Attendances:

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
1.0	TEMPORARY UTILITIES			
1.1	Coordination and supply of temporary utilities (site power and water)	✓		
1.2	Cost of repair of any temporary utilities damaged by Subcontractor		✓	
2.0	CONSTRUCTION WATER			
2.1	Water supply for the Works	✓		Excluding any special water needs for MEP system testing & commissioning and flood testing of pools and water features.
2.2	Water network for the Works	✓		Water for construction works will be supplied as a 1/2" end feed to a point within 50m of the work place by the Contractor.
2.3	Water distribution: from 1/2' end feed point placed by the Contractor to the place of works		✓	Subcontractor shall fulfil the Project requirements / standards and follow the Contractor's advice and directions regarding the quality of materials used and any necessary control measures
2.4	Drinking water on Site & Welfare Facilities	✓		Water coolers will be provided at pre-determined points on site by the Contractor.
2.5	Drinking water in site offices & stores		✓	Drinking water for Subcontractors staff in office & any store areas is to be provided by the Subcontractor
3.0	CONSTRUCTION POWER & LIGHTING			
3.1	Provision of temporary power for Subcontractor office / stores / laydown areas	✓		Provision / allocation of power to the Subcontractor by the Contractor. Subcontractor shall be responsible for installation from the main panel source onwards for their stores, offices and other self managed areas. The Project and Authorities' safety regulations and standards are to be maintained, no counterfeit or substandard material will be allowed. All electrical installations shall be undertaken and approved by qualified engineers.
3.2	Electrical reticulation for the works(Supply at 110 V, 220 V or 3 phase)	✓		Power for construction will be supplied to a point within 50 m of the work place as per Authority regulations. The Contractor shall routinely inspect, test and tag all temporary electrical boards, and reserves the right to decommission or remove any faulty installations at any time.
3.3	Power extension leads for distribution from distribution boards to place of work		✓	The Subcontractor to provide in accordance with Project HSE requirements and Authority regulations.
3.3	Electrical equipment / appliance inspection, testing and tagging		✓	The Subcontractor shall test and tag all their own electrical equipment and appliances (both on and off the Site) monthly and in accordance with Project HSE requirements and Authority regulations.
3.4	Common lighting (general & safety) to 100 lux	✓		Limited to general / open areas and access routes.
3.5	Task lighting (leads & equipment)		✓	As per Project / Contractor requirements. No Halogen lights will be allowed. All connections are to be as per HSE Standards and shall be inspected, tested and tagged monthly by the Subcontractor.
4.0	VENTILATION			
4.1	Ventilation for common area	✓		Limited to general / open areas and access routes.
4.2	Special ventilation requirements		✓	Specific / special requirements by the Subcontractor for ventilation to be formally submitted to the Contractor for review and approval prior to arrival on Site. The installation, operation and removal of all task specific ventilation is the responsibility of the Subcontractor. The Subcontractor must ensure that methods of specific / special ventilation comply with HSE requirements and regulations. All ventilation tools / equipment related to such tasks shall be supplied and maintained by the Subcontractor, and should strictly adhere to Project HSE standards and Authority regulations.
4.3	Temperature control for storage and / or installation		✓	This shall include any storage on and off Site of any materials required to deliver the Subcontractors scope of works.

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
4.4	Wild Air / controlled environment	✓		The Contractor shall provide a controlled environment for the installation of finishes and sensitive materials. The Subcontractor shall coordinate all their material installation with the Contractor and align with the Contractors programme. Any requirements for wild air or a controlled installation environment outside of that shown within the Contractors programme shall be included within the Subcontractors scope of works. This will not elevate the Subcontractors obligation for temerature controlled storage of materials
5.0	SANITARY & WELFARE			
5.1	Site ablution facilities for labour	✓		Ablution facilities will be provided at pre-determined areas. The location of these ablution areas will be defined on the logistics plan. The Subcontractor must ensure that all staff and labour are educated in good sanitary practices, hand washing, cleanliness, and the use of rubbish bins provided by the Contractor.
5.2	Labour rest areas	✓		Rest areas on the project will be defined and provided by the Contractor. Subcontractor rest times are to be coordinated with the Contractor as multiple rest shifts may be required. Project / Authority safety regulations should be strictly followed, especially considering any and all COVID-19 precautionary measures.
5.3	Food scraps		✓	Subcontractors shall educate their staff and labour as to the health risks associated with food scraps being left on the Site. Subcontractors who fail to educate their staff & labour and who receive multiple HSE warnings will be required to undergo training and education seminars delivered by the Contractor at the Subcontractors cost.
6.0	SITE COMMUNICATION			
6.1	Telephone, Fax, Internet, Printing & Photocopier Services		✓	
6.2	Site Personnel Communication		✓	
7.0	SIGNAGE			
7.1	Temporary signage for common areas	✓		In accordance with HSE requirements and regulations. Limited to general / open areas and access routes.
7.2	Special signage		✓	Any special HSE or other temporary signs shall be as per Project standards. This shall include any signage related to hot works, confined space works, marine works, overhead lifting, stores and storage of materials, or any other statutory signage (or as required by the Contractor) related to the Subcontractors scope of works.
8.0	SITE ESTABLISHMENT			
8.1	Allowance of space for Site offices, support facilities and laydown / storage areas	✓		Subcontractor shall note that the Site is congested and that limited space is available for any Site offices and support facilities. Requirements for Site offices and other facilities must be clearly identified prior to award in order to establish if this can be accommodated by the Contractor, and the Subcontractor shall adjust their Price to ensure that all limitations are considered. The Subcontractor may be assigned space for Site offices and / or storage & laydown areas off or adjacent to the Site and shall allow for any inconvenience related to such
8.2	Supply and installation of all infrastructure & utilities (from Contractor provided points in item 1.0) to site offices, support facilities and laydown / storage areas		✓	All installations shall be as per Project & Contractor standards. Infrastructure shall include temporary road connections, ramps, and the like
8.3	Site offices complete with furniture, utilities and telephones. Site office to be constructed / fabricated in compliance with all Authority regulations and legislative requirements		✓	All installations shall be as per Project & Contractor standards. Infrastructure shall include temporary road connections, ramps, and the like
8.4	Transportation of the Subcontractors staff including provision and maintenace of all vehicles and drivers		✓	Vehicle access to site will be limited and subject to the Contractors prior approval

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
8.5	Storage areas and fabrication sheds		✓	Storage areas shall be allocated by the Contractor and shall be limited both in size and location as defined within the Contractor logistics plan. Remote storage facility(ies) shall be the Subcontractors responsibility including transportation to and from Site. All works including closed and temperature controlled storage areas, power, security, lighting, CCTV, fencing etc shall be installed and maintained by the Subcontractor.
8.6	Storage area surface preparation		✓	All hard standing shall be provided by the Subcontractor as required for the safe movement and storage of their equipment and materials. Hard standing or sub-base shall be installed to reduce dust and debris and shall be regularly maintained and repaired as required by the Contractor.
8.7	Storage of bulk materials off-site and brought to Site as required		✓	The Subcontractor shall allow for storage of Materials off-site. Materials should be brought to Site as and when required and just in time planning shall apply. Limited hard standing space will be provided by the Contractor for on Site storage. Any machinery required for loading and unloading Materials is to be provided by the Subcontractor. Delivering material to the Site shall be coordinated with and approved by the Contractor prior to deliveries being made.
8.8	Environmental management of storage areas, fabrication sheds and site offices		✓	The Subcontractor shall be responsible for all environmental management of their own spaces, including dust control, food waste, pest control, cleanliness etc. Any environmental fines received by the Contractor related to the Subcontractors areas shall be for the Subcontractors account.
8.9	Laboratory facility for on site sampling & testing		✓	As required by the Specification and Subcontract Documents in relation to the Subcontract Works.
8.10	On-Site parking facilities	✓	✓	The Contractor shall provide limited space for on-Site parking facilities and will determine space limitations within their logistics plan for key Subcontractor personnel only. The Subcontractor shall be responsible and shall allow for transportation of all staff for which on-Site parking is not available.
9.0	WASTE MANAGEMENT			
9.1	General construction waste to be disposed at the designated area defined by the Contractor within the Site (except for hazardous waste)		✓	Waste to be segregated by the Subcontractor into paper, plastic, steel, glass, etc to meet Estidama sustainability requirements. The Subcontractor shall employ sufficient cleaning staff additional to the trade specific workers to ensure site is maintained clean and safe.
9.2	General construction waste from designated area to be disposed offsite (except for hazardous waste).	✓		Subcontractor shall notify Contractor with reasonable notice if the designated area is full and cannot accommodate its waste material.
9.3	Sewage to be disposed of off Site.	✓		The Subcontractor shall, where possible, connect to and maintain the sewage system provided by the Contractor where their site offices / ablution facilities connect. Good hygiene and sanitary practices will be enforced by the Contractor on all Subcontractor provided facilities.
9.4	All hazardous waste should be disposed by respective parties.		✓	Hazardous waste is to be removed from Site by Subcontractor. Waste must be disposed of in full compliance with all current Authority regulations. Certification proving correct disposal is required for all hazardous waste removed from the Site.
9.5	Sustainability requirements		✓	Sustainability requirements for the shipping, handling and disposing of all waste materials shall be followed by the Subcontractor.
10.0	PLANT AND MACHINERY			

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
10.1	Tower cranes: hook only if and when available. Refer to the logistic plan and programme for capacity, erection and dismantling dates.	✓		The Subcontractor shall be aware of tower crane lifting capacities, coverage and the erection and dismantling dates. This is on a sharing basis. The Contractor does not guarantee crane availability. Crane times are to be requested by the Subcontractor on a weekly basis and three (3) days in advance for any specific tower crane utilization request. Lifting plans / Methodology and any special calculations or requirements as necessarily requested by the Employers Representative / Authority and compliance to safety standards is Subcontractors responsibility and subject to Employers Representative approval
10.2	Mobile Cranes		✓	Subcontractor shall allow for all special craneage requirements where either the tower cranes do not provide coverage, the lifting capacity is inadequate, or dedicated usage of cranes are required. Cranes and loading / off-loading requirements in the Subcontractors storage areas is the Subcontractors responsibility.
10.3	Hoist facilities (passenger & materials)	✓		Hoist facilities may not be available to all areas of the project. Subcontractor to refer to logistics plan. The Subcontractor will be responsible for all horizontal movement of materials on the Site, including loading and unloading Contractor supplied hoists.
10.4	Hoist facilities (passenger & materials)		✓	If required specific / exclusive hoists for Subcontractors scope of works, such hoists shall be defined, designed, installed, maintained, dismantled and removed by the Subcontractor. The Subcontractor will be responsible for all horizontal movement of materials on the Site, including loading and unloading Subcontractor supplied hoists.
10.5	Any other static or mobile lifting requirements		✓	All certificates, operators, third party certificates as required by the Employer's Representative shall be provided by Subcontractor.
10.6	All lifting equipment, slings / chains, lifting beams, spreader bars, and the like for all lifting activities		✓	Subcontractor shall comply with all lifting equipment certification and correct usage in line with the lifting plan prepared by Subcontractor and with full adherence to Project / Authority standards.
10.7	Provide all qualified banks men, riggers and supervision for any lifting activities.		✓	Subcontractor to ensure competent and qualified personnel are used and comply with all HSE requirements and the lifting plan prepared by Subcontractor.
10.8	Load / weight confirmation prior to delivery of materials		✓	To be provided by the Subcontractor three (3) days prior to the arrival of materials where the Main Contractors facilities will be used for lifting
10.9	Secure and safe slinging, hoisting and offloading		✓	Subcontractor to take responsibility for slinging of all their own Materials. The Contractor shall not replace / repair any Materials damaged due to incorrect slinging and / or hoisting
10.10	Delivery schedules		✓	To be issued to Contractor on weekly basis subject to prior approval from Contractor.
10.11	Small tools (hand & power operated)		✓	The Subcontractor shall test and tag all their own electrical equipment and appliances (both on and off the Site) monthly and in accordance with Project HSE requirements and Authority regulations.
10.12	Unloading of materials including mechanized unloading upon arrival on site		✓	Under Subcontractors supervision and labour. Any material not properly packaged / prepared with safe stillage / rack or pallet will not be offloaded.
10.13	Distribution of materials around site and within building		✓	Where possible, distribution by tower crane may be facilitated by the Contractor. All other distribution, vertical and horizontal movement shall be the responsibility of the Subcontractor.
11.0	SCAFFOLDING & ACCESS			

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
11.1	Internal Scaffolding in common/shared use areas with a working platform height above 7.5m (excluding façade access and structural steel)	✓		The Subcontractor may use the Contractors scaffold whilst it is erected. Sufficient programme time will be allocated to complete the works in accordance with the Contract Programme. The cost of any additional time required on the access scaffold due to the Subcontractor's default, or failure of the Subcontractor to provide 14 days notice to use any Contractor provided scaffold, will be recovered from the responsible parties. Refer to the logistics plan for locations defined as common/shared use areas.
11.2	All scaffolding with a working platform height under 7.5m (excluding façade access & structural steel)		✓	The Subcontractor shall coordinate all scaffold erection, use and dismantling with the Contractor. All scaffolding must be in accordance with relevant Codes and Authority requirements, and an approved inspection & tagging protocol shall be implemented by the Subcontractor for any scaffolding erected for their own use.
11.3	Access to erect all structural & secondary steel elements of the project including scaffolding, MEWP's, cradles, rigging, hoists and the like		✓	The Subcontractor shall allow for suitable access and material lifting equipment within their scope of works for all structural steel & secondary steel installations.
11.4	Access to the façade and external envelope of the building for all men and materials, including all rigging, cradles, mono rails, hoists, scaffolding, jacks, motors etc.		✓	The Subcontractor shall allow for suitable access and material lifting equipment within their scope of works for all façade and external access installations.
11.5	For any special or temporary works		✓	Specialist rigging requirements, additional safety measures, additional support etc. required for packages shall be provided by the Subcontractor, or any scaffold outside the limits of those provided by the Contractor under this Clause 11
11.6	Mobile elevated work platforms (MEWP's)		✓	Any mobile platforms, scissor lifts, knuckle booms or the like required to complete the Subcontract scope of works other than as described within item 11.1.
12.0 SETTING OUT AND ACCURACY				
12.1	Identification and maintenance of existing benchmarks and control points	✓		Contractor to confirm locations of benchmarks and control points on each level. These will be maintained by the Contractor.
12.2	Grid lines and datum Levels setting out on each floor level	✓		Contractor to provide both horizontal and vertical setting out points at one point only on any floor or area. Transposing the grid lines or the datum to another location to serve Subcontractor's specific scope of works shall be the Subcontractor's responsibility.
12.3	Transfer of coordinates / points from grid lines and datum levels for detailed setting out of installation points.		✓	
12.4	Setting out and accuracy of the respective works		✓	The Subcontractor shall be responsible to call for inspection and approval by the Employers Representative for all setting out completed by the Subcontractor.
12.5	Temporary templates for anchor bolt fixing		✓	
12.6	Setting out of embedment positions and levels		✓	
13.0 SAFETY, HEALTH and ENVIRONMENT				
13.1	Coordination, management, supervision and implementation of overall safety, health, environment, security and logistic plan and policies of the Works	✓		The Contractor is responsible for the overall management and coordination of the HSE, security & logistics policies and plans for the Project. The Subcontractor shall ensure it provides the necessary staff and resources to comply with these policies and plans. Subcontractor is to refer to plans contained within Appendix 6 of their Subcontract Documents.
13.2	House keeping of the Site during construction to the satisfaction of Employer, Employer's Representative and Contractor.		✓	Subcontractor shall employ sufficient cleaning staff additional to the trade specific workers to ensure site is maintained clean and safe. All waste is to be managed as per the relevant Clauses of this Matrix of Attendances.
13.3	Compliance with the Contractors HSE plan and policies		✓	All costs associated with compliance to the Project requirements and Authority requirements are deemed to be included within the Subcontractors price.

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
13.4	Induction & training		✓	Attendance is mandatory for all SubContractors personnel to any induction and training sessions required and / or hosted by the Contractor. It is Subcontractor's responsibility to develop and deliver any specific task / special training to their staff and labour.
13.5	Risk assessment for the Works		✓	Risk assessments are to be prepared by the Subcontractor and reviewed and approved by the Contractor prior to issue to the Employer's Representative for final approval.
13.6	Supply all general and specific task related PPE for staff and workers		✓	Minimum PPE for all personnel on site shall include safety boots, helmets, gloves, goggles and high visibility vests. Specialist PPE for Subcontractors specific tasks is the Subcontractors responsibility.
13.7	Final cleaning of the Subcontract Works before taking over		✓	
13.8	Incident / accident management	✓	✓	Subcontractor to coordinate with the Contractor and assist where necessary.
13.9	CRM / fire / medical & emergency management	✓	✓	Subcontractor to coordinate with the Contractor and assist where necessary.
13.10	Site safety	✓	✓	Shared responsibility with Contractor. The Contractor bears overall responsibility for all Site safety. The Subcontractor shall comply with all directions of the Contractor and shall be responsible for any of their own staff and labour on the Site, as well as for the implementation of their Safety Plan.
13.11	Documentation for permits / passes to work on site		✓	
13.12	Hazardous materials / chemical control		✓	The Subcontractor shall be responsible for the correct transport, storage, handling and use of any chemicals and hazardous materials, and shall implement all controls stipulated within their Safety Plan and Risk Assessments.
13.13	Pest control (main site offices and Site)	✓		
13.14	Pest control (Subcontractor offices, laydown & storage areas, fabrication sheds, both on and off Site)		✓	Subcontractor to provide pest control within and around any Subcontractor provided site cabins, storage containers, or any open or enclosed spaces provided by the Subcontractor.
13.15	Industrial hazard monitoring	✓	✓	Shared responsibility with the Contractor.
13.16	First aid	✓	✓	Contractor to provide overall first aid response and management of the Project. Subcontractor to provide certified first aiders and first aid kits in their own facilities, storage areas, fabrication sheds and all plant & machinery both on and off Site.
13.17	Pollution prevention and mitigation		✓	Including all environmental pollution generated at Subcontractor storage and laydown areas both on and off Site.
13.18	Noise control		✓	In accordance with Authority requirements
13.19	Permit to work	✓	✓	Electrical Subcontractor shall control the permit to work system in all electrical rooms once live. System / procedure shall accord with the HSE Plan and lock out protocols. The Subcontractor shall apply for all Permits to Work in accordance with the Subcontract Documents.
13.20	Request for Power		✓	Electrical Subcontractor shall control the permit and distribution of power to electrical equipment / panels.
13.21	Certification of Competency		✓	The Subcontractor shall ensure that all deployed operatives, scaffolders, first aiders, welders, etc shall be certified in accordance with all Authority requirements and as required by the Specification and Subcontract Documents.
14.0	SECURITY			
14.1	Access management for staff, workers, and visitors	✓		The Contractor will administer and manage the application process for access passes. The Subcontractor will be required to complete and provide applications.

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
14.2	Site access turnstiles with card readers	✓		
14.3	Issuance of site access pass	✓		The Contractor to issue first issue card to the Subcontractor. Any subsequent re-issue of access cards will be charged to the Subcontractor at a cost of AED 50 per card.
14.4	Site gate security (general)	✓		
14.5	Security, control and safe storage of own plant, tools, materials and labour.		✓	Including security and control of all Subcontractor site offices, laydown areas and fabrication sheds.
14.6	Access control	✓		The Subcontractor shall be required to enroll and use the Contractors access control system to ensure controlled access to the site and provide accurate attendance records.
15.0	LOGISTICS			
15.1	Traffic management for vehicular access and pedestrian walkways	✓		Contractor shall provide in accordance with the logistics plan and any revisions thereof.
15.2	Modifications to and reinstatement of vehicular access, pedestrian walkways, scaffolding and other access provided by the Contractor		✓	The Subcontractor shall bear the cost of modification, repair, rectification and making good, if any site access needs to be altered to accommodate their own works.
15.3	Allow shared use of temporary roads and hard standing areas	✓		This use is not exclusive use and is also subject to programme requirements.
15.4	Transportation of resources (plant, materials, staff, labour)		✓	Vehicular access to Site will be limited. Subcontractor shall comply with Contractor's traffic procedures whilst delivering plant, materials, etc., to Site without causing any hindrance to Site activities. Adequate notice shall be provided.
15.5	Distribution of materials around site and within building		✓	All horizontal movement of materials and workforce shall be the responsibility of the Subcontractor, including the provision of any forklift, telehandler and the like.
16.0	QA/QC			
16.1	Coordination, management, supervision and implementation of overall QA/QC plan and policies of the Works	✓		
16.2	Maintaining the QA/QC plan and policies of the Subcontractors scope of works in accordance with the Contractors procedures		✓	
16.3	Preparation of O&M manuals		✓	Subcontractor shall submit draft O&M Manuals for approval atleast three [3] months prior to anticipated Completion Date of the Subcontract Works and shall provided Code A manuals to Contractor as a Condition Precedent to final acceptance of its Works.
16.4	Preparation of punch list before handing over	✓	✓	Contractor and Subcontractor to undertake joint punch list review and close out before formal request to handover to Employers Representative and Employer.
16.5	Warranties		✓	Subcontractor shall submit draft warranties for approval atleast three [3] months prior to anticipated Completion Date of the Subcontract Works and shall provide original, approved warranties to the Contractor as a Condition Precedent to final acceptance of its Works.
16.6	Submission of product samples, data, testing certificates, etc.		✓	All samples and product data shall be submitted in a form acceptable to the Employers Representative with sufficient time to ensure that the Programme is not impacted by the review, approval, delivery and installation of any such Materials.
16.7	Preparation of method statements		✓	For approval by the Contractor and Employers Representative
16.8	Training of Employer's / operator's staff		✓	As required by the Subcontract Documents.

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
16.9	On-site/off-site mock-ups (VMU and PMU), tests and related costs inclusive of accommodation, meals, local transportation and overseas travel where necessary (provide for representatives of Employer, Employers Representative, Architect, MEP Consultant, Contractor and Subcontractor).		✓	As required by the Subcontract Documents.
16.10	Factory acceptance tests (FAT) tests and related costs inclusive of accommodation, meals, local transportation and overseas travel (business class) where necessary (provide for representatives of Employer, Employer's Representative, Architect, MEP Consultant, Contractor and Subcontractor).		✓	As required by the Subcontract Documents.
16.11	"Red Line" mark-up drawings of as installed services attached to each inspection request.		✓	
16.12	Preparation & submission of as-built drawings		✓	As-built drawings shall be submitted progressively through the Project duration and not later than thirty [30] days following approved system installation for area as per / in line with as built BIM model. The Subcontractor shall be responsible to ensure that all as-built drawings are generated on approved 3D software and submitted to the Contractor in a suitable 3D format.
16.13	Project close-out documentation		✓	Subcontractor shall submit draft documents for approval atleast three [3] months prior to anticipated Completion Date of the Subcontract Works and shall provide original, approved documents to the Contractor as a Condition Precedent to final acceptance of its Works.
17.0	DESIGN & SPECIALIST SUBCONTRACTOR DESIGN			
17.1	Preparation of shop drawings, design calculation, temporary works sketches, as-built drawings, etc.		✓	BIM shall be in accordance with the Subcontract requirements. All shop drawings shall be developed and submitted in approved 3D software in accordance with directions from the Contractor and the BIM Execution Plan. 2D shop drawings will only be permitted to be generated from the Subcontractors 3D model.
17.2	Design calculations and sequencing of temporary construction stages		✓	Third party verification as necessary and as required by the Subcontract Documents. Subject to the Employers Representative prior approval for the third party.
17.3	Check for Subcontract compliance before forwarding design calculations to Contractor for approval.		✓	
17.4	Design coordination and interface coordination before forwarding to Employers Representative for approval through the Contractor.		✓	
17.5	Sustainability requirements	✓	✓	Coordination by Contractor with input from respective parties as defined in the Subcontract Documents.
17.6	BIM Management	✓		Management of the overall model incorporating the different sub-models issued by various Subcontractors and in accordance with the BIM Execution Plan.
17.7	BIM coordination, workshops and all associated works		✓	The Subcontractor shall allow for all required resources to comply with the BIM Execution Plan and the Subcontract Documents, in particular Specification Section 019300 – Building Information Model (BIM)
17.8	BIM LOD up to 500 (as-built)		✓	Subject to the Employer and / or Employers Representative's approval.
18.0	TESTING & COMMISSIONING			
18.1	Testing & commissioning		✓	Subcontractor shall plan, coordinate and supervise all testing and commissioning activities with guidance and assistance from the Contractor.
18.2	Independent third party commissioning if specified		✓	

ITEM	ATTENDANCES	MC	SC	CLARIFICATIONS ON ATTENDANCES AND REQUIREMENTS
18.3	Water needed for testing & commissioning		✓	Any special requirements for water and water storage where large volumes of water are required and / or high pressure supply of the water is required for the necessary testing & commissioning (e.g. flushing) to be provided by the Subcontractor. The waste water generated by testing and commissioning must be removed by the Subcontractor and to be discharged off site.
18.4	Removal of effluent waste generated from commissioning activities		✓	
19.0	INSURANCES			
19.1	All insurances		✓	To be provided by the Subcontractor in accordance with the Subcontract Documents.
20.0	PROTECTION & MAINTENANCE			
20.1	Protection and maintenance of Subcontract Works up to the issue of the Taking-Over Certificate for the Works		✓	
20.2	Care and liability for works by others		✓	The Subcontract shall take all reasonable care of works completed by others, and shall be responsible for the cost of any repairs required for damage done by the Subcontractor
20.3	Protection and maintenance of free issue and Employer direct procurement equipment, if any		✓	The Subcontractor is responsible for providing adequate protection of all free issue and Employer direct procured equipment brought onto the Site up until the issue of a Taking-Over Certificate for the Works or any Separable Portion, where these free issue items or direct procured equipment falls within the Subcontract Works.
21.0	BUILDER'S WORK			
21.1	Interfaces with other domestic, nominated and / or associated Subcontractors		✓	As it relates to the Subcontract Works. Setting out of penetrations in concrete, steel or works by others is the responsibility of the Subcontractor.
21.2	Builder's Work In Connection		✓	Cutting of penetrations shall be in accordance with the Subcontract Documents
22.0	PROGRAM & REPORTING			
22.1	Preparation of detailed programme for the Subcontract Works including critical path links to all Milestone Dates		✓	
22.2	Preparation and submission of submittal schedules for BIM, shop drawings, materials and the like in accordance with the Subcontract Programme		✓	
22.3	Preparation of working, target, 2 week, 4 week and 3 month look ahead programmes for the Subcontract Works		✓	
22.4	Preparation of daily, weekly and monthly reports		✓	In accordance with the Subcontract Documents

10. Principles of Remeasurement

Generally:

- 10.1 The Subcontractor shall be responsible to provide measurement sheets, marked up drawings, and relevant photographs for all remeasured works.
- 10.2 All payment applications shall be submitted in accordance with Clause 11 of the Subcontract with all relevant supporting documents.
- 10.3 Should the Contractor provide comments on the provided documents or require additional evidence to support the application, the Subcontractor shall submit within three (3) days, or within another period agreed by the Contractor, of any such request.
- 10.4 Should the Subcontractor fail to provide additional documents within the above period, the Contractor will assess the works completed based on the information provided.

APPENDIX 2 - SUBCONTRACT DOCUMENTS

1. Specification

2. Drawings

Ground Level – Model
Level 1 Mezz – Model
Level 1 – Model
Level 2 Mezz – Model
Level 2 – Model
Level 3 Mezz – Model
Level 3 – Model
Level 4 – Model
Level 5 – Model
Level 6 – Model
Level 7 – Model
Overall Plan
Roof – Model
GRLA2-600A
GRMLA2-611B
L1A2-640A
L2A2660A
L2MA2670B
L3AW680A
L3MA2690A
L4A2700A
L5A2710A
L6A2720A
L7A2730A
ROOF A2740A

3. Other

- 01_Saadiyat Island Welcome Pack
- 02_DCT EPP Policy 2020 (Ver1.0)
- 03_GAD Labor Accommodation Guidelines 20200711
- 04_GAD-STJV-PQP-QAC-000001-00 Project Quality Plan
- 05_Construction Environmental Management Plan (CEMP) Rev 02
- 06_Construction Demolition Waste Management Plan - Rev 02
- 07_Project HSE Plan - Rev 01
- 08_GAD_STJV Estidama Scorecard

4. Notes:

- i. All the above referenced documents are provided on a CD. The Subcontractor shall acknowledge that the referenced documents have been received and form an integral part of this Subcontract.
- ii. The Project is to obtain 3 pearl certification under "Estidama Pearl Building Rating System (PBRS) v1.0"

APPENDIX 3 - SUBCONTRACT PROGRAMME

1. Subcontract Commencement and Time for Completion

Subcontract Commencement Date: **3 days from notification from Contractor**

Subcontract Time for Completion: **1st October 2023**

2. Milestones

3. Subcontract Programme

To deliver services in line with Contractor's baseline programme

APPENDIX 4 - PREAMBLE, BOQ & SUBCONTRACT SUM

1. Subcontract Sum

- 1.1 The Subcontract is a **Lump Sum** which shall remain fixed, firm and binding for the complete duration of the Project, as set out in below Schedule of Rates.
- 1.2 The Subcontractor confirms that the Bills of Quantities accurately represent the entire scope of works, and that all relevant items are deemed included whether identified or not.
- 1.3 Descriptions given in the items in the Bills of Quantities are not exhaustive. They are to be read and interpreted in conjunction with the Pricing Preamble, relevant Specification and Drawings.
- 1.4 The final Subcontract Price shall be obtained and known only at the time the final account which shall be established by application of the final quantities.
- 1.5 The Subcontract Sum is not guaranteed and is re-measurable based on the rates given below and is derived from estimated quantities. The Contractor does not commit to procuring these, or any, of the stated quantities.

2. Pricing Preamble

- 2.1 Not applicable

3. Bill of Quantities

Sr. No.	Description	Lumpsum Amount			
		Qty	Unit	Rate	Amount
Design, Supply, Delivery, Installation, Testing & Commissioning of Temporary Fire Fighting System					
A.	Diesel Pump 500 GPM @ 18 bar				
A.1	Fire Pump 500 GPM & 18 bar	1	Set	112,000.00	112,000.00
A.2	Gate valves, OS&Y valves, NRV, Flow Meter, Pressure sensing line and all required fittings for installation and commissioning of pump	1	LS	15,000.00	15,000.00
A.3	2.5" Schedule 40 GI Pipe for Landing Valve	80	Length	272.00	21,760.00
B.	65mm GI pipe, ERW - Shield				
B.1	1" Scheduled 40 GI Pipe for Dropping	230	Length	80.00	18,400.00
C.	25mm GI Pipe, ERW - Shield				
C.1	6" Gate Valve for Stand Pipe	11	Nos	1,100.00	12,100.00
D.	150mm OS&Y valve				
D.1	2 1 /2 " Landing Valve with required fittings	160	Nos	520.00	83,200.00
D.2	1" 30mtr Automatic fire hose reel with cabinet	153	Nos	1,332.00	203,796.00
D.3	1" PRV for fire hose reel	153	Nos	108.00	16,524.00
D.4	1" Gate valve	153	Nos	39.00	5,967.00
D.5	Installation, Testing and Commissioning Charge	1	LS	128,520.00	128,520.00
E.	Third-Party Approvals and drawing approvals				
E.1	Third-party Approval for the drawing	1	LS	15,000.00	15,000.00

Sr. No.	Description	Lumpsum Amount			
		Qty	Unit	Rate	Amount
Design, Supply, Delivery, Installation, Testing & Commissioning of Temporary Fire Fighting System					
F.	Decommissioning and removal of fire system				
F.1	Dismantling of Fire System Including: 1. Landing Valve, 2. Fire Hose Reel, 3. Fire Fighting PipeLine; Pipes and Fittings with hangers and supports 4. Fire Pump and its Control Unit, 5. Pipe Connection to up to Fire Water tank ; and other related item	1	LS	15,000.00	15,000.00
G.	Maintenance contract for the main site				
G.1	Maintenance for the temporary firefighting system and fire extinguisher the price will be varie upon the project progress from 10000 to 20000 by increment 2000 in each year	1	LS	74,880.00	74,880.00
H.	Supply of fire extinguishers				
H.1	Supply of 5Kg CO2 Fire extinguisher	160	Nos	Rate Only	-
H.2	Supply of 6 Kg DCP Fire extinguisher	160	Nos	Rate Only	-
H.3	Third party approval for Drawing & Installation				Included
H.4	Documents for ADCD				By Subcontractor
H.5	ADCD Approval				By STJV
H.6	ADCD Payment				By STJV
I.	Discount				(122,867.00)
TOTAL AMOUNT IN AED =					599,280.00

3.1 The rates and prices stated in the BQ are exclusive of VAT.

Day Works

- 4.1 Monday – Saturday, 9 hours / per Day excluding lunch break
- 4.2 Sunday, Public Holidays, and Ramadan hours shall be considered as a normal rate.

APPENDIX 5 - PRO FORMA DOCUMENTS

The following documents shall be in accordance with the pro forma documents included in this appendix:

- (a) Contractor's Sustainable Procurement Code of Conduct (appended hereto as Appendix 5.1)
- (b) Subcontractors Confidentiality Agreement (appended hereto as Appendix 5.2)
- (c) Interim Payment Application (appended hereto as Appendix 5.3)
- (d) Interim Payment Certificate (appended hereto as Appendix 5.4)
- (e) Statement of Final Account and Waiver (appended hereto as Appendix 5.5)

Appendix 5.1 - Contractor's Sustainable Procurement Code of Conduct

The business and activities of **Six Construct Company Limited – Trojan General Contracting LLC Joint Venture** (hereafter "Contractor") are governed by the applicable international and local laws and regulations dealing among others with environmental protection, product and human safety as well as social welfare.

Since supplies, subcontracting and services are largely included in such business and activities, the Contractor aims to continuously promote sustainable and responsible procurement and consequently expects all their colleagues involved in the procurement chain (together "the buyers") and all their subcontractors, suppliers and service-providers (together "the suppliers") to comply with this Sustainable Procurement Code of Conduct.

The Contractor values of excellence, innovation, safety, team-spirit and challenge shall equally apply to the buyers and the suppliers and their performance shall accordingly and continuously be monitored and assessed to effectively reach the highest sustainable and responsible procurement standards. Non-compliance can also result in termination of procurement contract.

The Contractor further expects their buyers and suppliers to effectively contribute to the continuous alignment of the Contractor procurement chain with the Universal Declaration of Human Rights, the International Labour Organization Conventions 29 and 105 (forced labour prevention), 111 (prevention of discrimination), 138 and 182 (child labour prevention), the ISO 9001 and 14001 standards and with the guidance principles of ISO 26000.

Safeguarding and promotion of sustainable and responsible procurement is a long-term learning and development process. Such development shall always consider benchmarking with the local practices of the country or area where the Contractor is operating, it being understood that the Contractor aims to reach higher standards than the ones prevailing in such country or area in line with the above values and standards.

The Contractor shall at any time be authorized to assess, audit, compare and reference the buyers' and/or suppliers' performances in the implementation of and compliance with this Code of Conduct, as an integral part of the Contractor's social responsibility objectives and action plans. Subcontractors and Suppliers shall give to the Contractor all necessary access to information and data to ensure such assessment, audit, comparison and/or referencing.

Fairness

The buyer shall do his utmost to reach a trusting and continuous relationship with the supplier, respecting corporate responsibility. He aims to ensure mutual commitment, transparency and confidentiality of information exchanged.

The buyer shall determine relevant and objective selection criteria and organize fair and objective competition with due consideration for the specific business requirements applicable to the context of the intended procurement.

The buyer shall keep all information, references and evaluations of any of the Contractor's suppliers and continuously share the same with the other Contractor's buyers, this with a view on the permanent preferred selection of the supplier which effectively contributes to the Contractor's sustainable and responsible procurement.

Conflict of interests

The buyer shall remain impartial and follow the principles of fair competition and bribery prevention in order to stay independent in the decision-making process and ensure sustainable and responsible procurement. The buyer shall avoid any situation in which a secondary or conflicting interest may influence its professional conduct.

Gifts and hospitality

The buyer shall refrain and discourage other parties from receiving gifts or hospitality in any way. Small value gifts are tolerated to the extent that they take part of national or local customs and are legally valid. The buyer shall avoid hospitality situation as it may be considered as a way to prevaricate in the objectivity of the procurement process. In case of any doubt about a gift or hospitality, the buyer shall refer to his line manager or the Contractor's CSR officer.

Social, safety, health and environmental aspects

The buyer shall include in the procurement process all relevant social, safety, health and environmental standards with the same consideration as to the economic and financial aspects from the first contact with the supplier to the final award decision.

The buyer shall endeavour to determine, and communicate in due course to the candidate supplier, the above criteria and standards.

Employment standards

The supplier shall comply with the laws and regulations in all countries where they operate. This includes the exclusion of all forms of illegal or forced labour, of child labour and of any discrimination or preference of any kind in relation with employment.

Integrity and Loyalty

The supplier agrees with the principles of loyalty and integrity as of the essence of a sustainable and reliable relation with the Contractor.

The supplier shall comply with all applicable laws and regulations related to fair competition, bribery prevention, extortion, money laundering and gifts. They shall avoid and identify and disclose to the Contractor any situation presenting an actual or potential conflict of interest.

Environment

The supplier shall continuously consider the highest standards for the preservation of environment and biodiversity as applicable in the country where they operate and shall develop environment friendly initiatives and proposals in all their proposals and further in the due execution of any awarded procurement contract.

The supplier shall continuously minimize the nuisance to nature and local community, the use of energy and water and the waste production. In this respect, they shall ensure to provide recycling solutions for any kind of waste generated at all stages of execution of any awarded procurement contract.

The use of toxic substances shall be restricted as much as possible whereas their safe handling shall be ensured.

Health and safety

The supplier shall ensure a safe and healthy work environment to its employees, workers and subcontractors that would be authorized by the Contractor as well as to any employee, worker or third party that would be involved, directly or indirectly, in the environment of the execution of any awarded procurement contract.

The supplier shall develop proactive actions to improve health and safety conditions for the same at all stages of the tender and the execution any awarded procurement contract.

Any situation with a risk of health and safety shall immediately be disclosed to the Contractor's responsible agent and mitigation measures shall be taken by the supplier without further notice.

Products, equipment & services

The supplier shall consider the highest environmental, health and safety criteria in the production and realization chain of the products, equipment, services and resources involved in their tender and the execution of any awarded procurement contract and shall only use complying products, equipment and services.

As CE requirements include various obligations related to safety and environment, the products and equipment purchased shall comply with such requirements, also for purchases sent to a non-EU country. The supplier shall work on the continuous improvement of its products, equipment and services to reach the highest standards of sustainability and responsibility.

Confidentiality

The supplier shall comply with a strict confidentiality duty in relation to the information that they collect from the Contractor and shall refrain from using such information for any other purpose than their tender to the Contractor and the execution of any awarded procurement contract.

Supplier and buyer are automatically committed by this Code of Conduct when they enter into any commercial relationship, from tender stage to due execution of any awarded contract.

Compliance with this Code of Conduct may be audited by the Contractor at any time and buyer and supplier shall fully and transparently participate.

IN WITNESS WHEREOF the supplier has entered into this Code of Conduct by its duly authorised representatives signing hereunder on the date written above.

Signed by the Contractor by its authorised signatory:

Signature of authorised signatory

Full name of authorised signatory

Signed by the Subcontractor by its authorised signatory:

Signature of authorised signatory

Full name of authorised signatory

Appendix 5.2 - Confidentiality Agreement

This confidentiality agreement is dated the (the "Agreement")

between:

- (1) [INSERT CONTRACTOR COMPANY NAME], whose registered office address is at [INSERT CONTRACTOR COMPANY ADDRESS]. ("Contractor");

AND

- (2) [INSERT COMPANY NAME] a company incorporated under the laws of [INSERT COUNTRY OR EMIRATE], whose registered office address is at [INSERT COMPANY ADDRESS]. ("Subcontractor"),

each a "Party" and collectively referred to as the "Parties" in this Agreement.

whereas:

both Contractor and the Subcontractor are in discussion in respect of a potential proposal ("Proposal") by the Subcontractor to provide the Contractor with certain services or works ("Works") in relation to one or more of the packages forming part of Main Contract works for [INSERT EMPLOYER COMPANY NAME]. (hereinafter referred to as "the Employer").

In connection with the Works, it may be necessary for the Contractor to provide the Subcontractor with certain confidential information in relation to the Project, and it may be necessary for the Subcontractor to provide the Contractor with certain confidential information in relation to its business, each being a disclosing party ("Disclosing Party") where that Party provides Confidential Information to the other and each being a receiving party ("Receiving Party") where that Party receives confidential information from the other.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement the following words shall have the following meanings:

1.1.1 "Authorised Recipients" means, in relation to either Party to the extent that it needs access to Confidential Information for the purposes of or in connection with evaluating or negotiating the Proposal and Services/Works, or for any matter related to the Proposal and Services/Works;

- a) those of its respective officers, employees, advisers, agents and representatives, including prospective subsubcontractors and suppliers; and
- b) the officers, employees and partners of each Party's advisers, agents and representatives, including prospective subsubcontractors and suppliers, but purely on a "need to know" basis.

1.1.2 "Confidential Information" means any and all information of whatever nature relating to the Proposal and Services/Works that:

- a) Disclosing Party or the Disclosing Party's advisers or agents on behalf of the Disclosing Party, supplies to the Receiving Party, in writing, orally, electronically or through any other form of medium whatsoever, prior to and/or after the signing of this document;

- b) any information received by the Receiving Party, in writing or orally, or through any other form of medium whatsoever;
 - c) any information acquired by observation by the Receiving Party or the Receiving Party's agents or advisers at the offices or other premises of the Disclosing Party relating to the Proposal or to the affairs of the Disclosing Party; and
 - d) any reports, analyses, compilations, studies, financial information, business plans, software, marketing plans, business contacts, reports, company strategies, agreements, statistics, summaries, notes, lists, studies and other information disclosed or submitted through any medium whatsoever, but shall not include any information which:
 - i. at the time of supply is in the public domain; or
 - ii. subsequently comes into the public domain, except through breach of the undertakings set out in this Agreement; or
 - iii. is already in the Receiving Party's lawful possession (prior to its supply by the Disclosing Party); or
 - iv. subsequently comes lawfully into the possession of a Receiving Party or an Authorised Recipient from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it; or
 - v. is required to be disclosed by law, regulation or any governmental or competent regulatory authority, as long as and to the extent reasonably practicable the Party requested to disclose such information, supplies a copy of the required disclosure to the other Party in advance and consults that Party as to form, timing, nature and purpose of the disclosure.
- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 Words importing the singular only shall also include the plural and vice versa and, where the context requires, words importing persons shall include firms and corporations.
 - 1.2.2 The clause headings in this Agreement are for the convenience of the Parties only and do not affect its interpretation.
 - 1.2.3 References to laws, regulations or requirements include references to any modification, extension or re-enactment thereof from time to time
 - 1.2.4 Reference to this Agreement or any other agreement or documents or contract shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.
 - 1.2.5 References to a clause or a schedule are to a Clause or a Schedule of this Agreement.

2. Duty of Confidentiality

- 2.1 In consideration of a Disclosing Party disclosing, or procuring the disclosure of, any Confidential Information to the Receiving Party, the Receiving Party will hold the Confidential Information in strict confidence and will not disclose, copy, reproduce or distribute any of it for any purpose other than a purpose related to the Proposal and/or Services / Works, or to any person other than an Authorised Recipient on condition that the Authorised Recipient agrees not to disclose, copy, reproduce, or distribute the Confidential Information to any person who is not an Authorised Recipient or otherwise without the prior written consent of the other Party.
- 2.2 Each Party hereby undertakes that it will not, without the prior written consent of the other, use any of the Confidential Information for any purpose other than in relation to the Proposal or Services / Works.

3. Public Announcements

- 3.1 The Parties undertake with each other that neither Party will, without the prior written consent of the other reveal at any time to any person other than to an Authorised Recipient, or otherwise at any time make any announcement in the press or media, that negotiations are

taking place between them or the status or progress of such negotiations relating to the Proposal and Services / Works (including providing any Confidential Information whatsoever relating to the Proposal and Services / Works).

4. Obligation to Procure Compliance

- 4.1 Each Party shall ensure that its Authorised Recipients who receive any Confidential Information are aware of and adhere to the terms of this Agreement. Each Party will be responsible for any breach of this Agreement by any of its Authorised Recipients.

5. Return/Destruction of Confidential Information

- 5.1 Upon the written request of a Disclosing Party to this Agreement, a Receiving Party agrees to the extent practicable to:
- 5.1.1 return to the Disclosing Party all documents (whether paper or electronic) containing Confidential Information (other than analyses, memoranda or other documents derived from the Confidential Information) provided by or on behalf of the Disclosing Party;
 - 5.1.2 destroy all copies of any analyses, memoranda or other documents (whether paper or electronic) derived from the Confidential Information provided to the Subcontractor by or on behalf of the Contractor; and
 - 5.1.3 delete all Confidential Information provided to a Receiving Party by a Disclosing Party from any computer, word processor or other device containing such Confidential Information

6. No Representation or Warranty

- 6.1 Each Party hereby acknowledges and agrees that any Confidential Information provided to it does not purport to be all inclusive and that no representation or warranty is made by the Disclosing Party as to the accuracy, reliability or completeness of any of the Confidential Information. Accordingly, the Parties agree that neither Party shall:
- 6.1.1 have any liability to the other or to any other person resulting from the use of Confidential Information by a Receiving Party; and
 - 6.1.2 be under any obligation to provide further Confidential Information, to update any Confidential Information or to correct any inaccuracies (save to the extent that any such inaccuracies would or are likely to materially affect the decision of either Party to continue with the Proposal and Services / Works)
- 6.2 This clause 6 excludes any liability that either Party may have for, or remedy in respect of, fraudulent misrepresentation.

7. General

- 7.1 Without affecting any other rights or remedies that either Party may have against the other, each Party accepts that the other may be irreparably harmed by any breach of this Agreement, and its terms by a Receiving Party and/or its Authorised Recipients and that damages alone may not be an adequate remedy. Accordingly, either Party may bring a claim under this Agreement and may (at the court's discretion) be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms, and no proof of special damages will be necessary to enforce this Agreement.
- 7.2 The Parties acknowledge and agree that the undertakings set out in this Agreement will survive completion of the negotiations, whether or not the Proposal or Services / Works are implemented.
- 7.3 If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions.
- 7.4 Each Party confirms that it is acting in this matter as principal and not as an agent or broker for any other person.

- 7.5 The Parties agree that unless and until a definitive agreement between them in relation to the Proposal and Services/Works has been executed, neither Party will be under any obligation whatsoever to negotiate or conclude the Proposal and or Services/Works and any termination of discussions or negotiations shall be without liability to either Party.
- 7.6 Save as expressly set out in this Agreement, a person who is not party to this Agreement shall have no right enforce any of its terms.

This Agreement and the relationship between us shall be governed by, and construed in accordance with the laws of [INSERT COUNTRY NAME AND APPLICABLE STATE / JURIDICTION], and each Party irrevocably submits to the exclusive jurisdiction of the Courts.

In witness whereof, the Parties have executed this Agreement the day and year first above written.

Signed by the Contractor by its authorised signatory:

Signature of authorised signatory

Full name of authorised signatory

Signed by the Subcontractor by its authorised signatory:

Signature of authorised signatory

Full name of authorised signatory

Appendix 5.3 - Interim Payment Application

Interim Payment Application			
Interim Payment Application No. _____		For Period Ending _____	
Main Contract : Contractor : Subcontractor : Subcontract No. / Effective Date : Nature of Subcontract Works : Basis of Subcontract :	Original Subcontract Price		
	Remeasurement		
	Variation Amount		
	Revised Subcontract Price		
	Performance Bond		
	Advance Payment Bond		
Payment Conditions			
Insurances			
Commencement Date _____			
Time for Completion _____			
All in [Currency to be denoted]			
Description	Previous	This Application	Cumulative
Value of Subcontract Works Executed			
Materials Intended for the Subcontract Works			
Value of Variations			
Value of Subcontract Works to [.....] (1)			
Retention Money (2)			
Net Amount after Retention Money (1 - 2) (3)			
Advance Payment (4)			
Repayment of Advance Payment (5)			
(6)			
TOTAL NET AMOUNT (3 + 4 - 5 - 6) (7)			
Amount of Interim Payment Application No. _____		[Currency]	0.00
Notes:			

Appendix 5.4 - Interim Payment Certificate

Interim Payment Certificate					
Interim Payment Application No. _____			For Period Ending _____		
Main Contract :		Original Subcontract Price			
Subcontractor :		Remeasurement			
Subcontract No. :		Variation Amount			
Subcontract Effective Date :		Revised Subcontract Price			
Nature of Subcontract Works :		Performance Bond			
Budget Code :		Advance Payment Bond			
		Payment Conditions			
		Insurances			
		Commencement Date			
		Time for Completion			
All in [Currency to be denoted]					
Description		Previous	This Application	Cumulative	
Mobilisation / Advance Payment Executed					
Executed Works					
Additional Works					
Material On Site (M.O.S.)					
Gross Amount (progress)	(1)				
Retention on Executed Works	(2)				
Retention on M.O.S.	(3)				
Net Balance	(1 - 2 - 3)	(4)			
Advance Payment	(5)				
Repayment of Advance Payment	(6)				
Net Application	(4 + 5 - 6)	(7)			
Works by Contractor (Debit Note)	(8)				
Works by Contractor (Back-charges)	(9)				
Penalties	(10)				
Total Deductions	(8 + 9 + 10)	(11)			
TOTAL NET AMOUNT	(7 - 11)				
Payment for period ending			[Currency]	0.00	
Notes:					
Approval					
Engineer In Charge	Finance & Admin Manager	Project Manager			

Appendix 5.5 - Statement of Final Account and Waiver

SUBCONTRACT WORKS :

ORIGINAL SUBCONTRACT PRICE : [AED]

VARIATIONS (NETT ADJUSTMENT) : [AED]

RECOVERIES / PENALTIES : [AED]

FINAL SUBCONTRACT PRICE : [AED]

PREVIOUSLY PAID : [AED]

FINAL AMOUNT DUE : [AED]

We confirm that the final amount due of [AED]

(..... [Dirham]) is the full amount and final settlement due to us against this Subcontract subject to any uncompleted or outstanding obligations under this Subcontract.

We further confirm that on payment of the final amount due by the Contractor, the Contractor shall have honoured all of his obligations under this Subcontract and that we,, shall have no further claim against the Contractor arising out of this Subcontract.

Signed: (for and on behalf of the Subcontractor)

Name: in the capacity of:

Date: Stamp:

The Contractor herewith confirms that the Subcontractor has completed all his obligations under this Subcontract and that he shall have no further claim against the Subcontractor arising out of this Subcontract.

Signed: (for and on behalf of the Contractor)

Name: in the capacity of:

Date: Stamp: