



CARBON
GENERAL CONTRACTING L.L.C.

PA18.0009 - PARKLAND RESIDENTIAL TOWER
(B+G+23F+R)

Plot No. PA18.0009, DUBAI HILL, DUBAI - UAE

SUBCONTRACT NUMBER:

CGC-SC010-SCW – REINFORCED STEEL WORKS

SUBCONTRACT NUMBER: CT-SC010

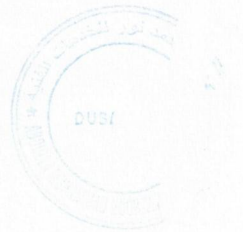
Fixing of Steel Works

SUBCONTRACT BETWEEN:

CARBON GENERAL CONTRACTING LLC DUBAI BRANCH

AND

M/s. ABDULLA MUHAMMAD NOOR TECHNICAL SERVICES



Submitted Date

03/04/25

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NOW it is hereby agreed and declared as follows:

1. Scope of the Subcontract

- 1.1 Installation of Steel Reinforcement works required for the concreting of all structural elements in the building, all works must be in accordance with main contract conditions, project specifications, drawings, B.O.Q's, local authority regulations/relevant standards and in full satisfaction and accepted by the Main Contractor and approved by the Engineer.
- 1.2 The scope will include, but not by way of limitation, providing required labor, materials, equipment, tools, temporary provisions, supervision, mock-ups, insurance, licenses and permits (excluding Building Permit) and clean-up required to install and complete the scope of works, ensure handing over of integrated and free of design defects systems and maintaining/remedying the defects as specified in and in strict accordance with the subcontract documents.
- 1.3 The work will include installation in compliance with the applicable designs as required by the subcontract documents and provide necessary authority approvals/certificates before proceeding with the subcontract works.
- 1.4 The work will include coordination with other Subcontractors working on the project site, through the Contractor, and provide all required details which are needed to be completed with other related works.

2. Subcontract Documents

- 2.1 The following documents shall to form and be read as part of this Subcontract Agreement.
 - The Contract Drawings, including but not limited to the provisions of the Main contract, references, conditions, specifications, drawings and bill of quantities.
 - This Subcontract Agreement, its Conditions and Appendices.
- 2.2 The foregoing documents shall be fully complementary one to the other and any work shown to be required on the Contract Drawings and/or described in the Specifications or any other Contract Document but not included in Bills of Quantities / Schedules of Prices shall, in all respects, be considered to be part of the Scope of the Subcontract Works to be carried out by the Subcontractor under this Agreement.
- 2.3 The Sub-Contractor shall indemnify the Contractor against every liability which the Contractor may incur to any other person whatsoever and against all claims, demands, proceedings, damages actual costs and expenses made against or incurred by the Contractor by reason of any breach by the Sub-Contractor of the Sub-Contract.



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5. General Conditions of the Subcontract.

- 5.1 The Subcontractor shall be deemed to have fully satisfied himself as to the correctness and sufficiency of his offered rates and prices for the Subcontract Works to cover all his obligations under this Subcontract and all matters and things necessary for the proper execution, completion, and maintenance of the Subcontract Works. Any fluctuation in the market rates for material, plant and equipment, Labour, due to any cause whatsoever, shall not in any way affect either the execution, timely completion of the Subcontract Works or give any rights to claim any enhanced rates or prices or any compensation whatsoever due to such fluctuation.
- 5.2 The Subcontractor shall provide all necessary Labour, material, tools and complete the Subcontract Works subject to and in accordance with this Subcontract and in all respects to the satisfaction of the Contractor and the Engineer / Employer in an efficient and timely manner. The Contractor may require at any time that any employee of the Subcontractor be removed from the project works and the Subcontractor shall, in this case, forthwith comply and shall not thereafter employ him again on the project works but shall replace him with an acceptable replacement without delay.
- 5.3 The Subcontractor shall give or provide all superintendence deemed necessary by the Contractor during the execution of the Subcontract works and as long thereafter as the Contractor may consider this necessary for the proper fulfilling of the Subcontractor's works and obligations under this Subcontract Agreement.
- 5.4 The Subcontract Works shall be carried out, and completed wholly in accordance with the Subcontract documents and the Engineer's / Employer's instructions as may be issued from time to time by the Contractor to the Subcontractor and to the satisfaction of the Contractor and of the Engineer / Employer.
- 5.5 Any orders and/or complaints pertaining to bad workmanship or materials, work not being carried out satisfactorily and timely as per the specifications or any other matter relating to the execution of work within the scope of this Subcontract served on the Subcontractor by the Contractor in writing, shall in any such case be the responsibility of the Subcontractor to rectify and make good the causes for such orders and/or complaints within a reasonable time to the satisfaction of the Contractor and of the Engineer / Employer.
- 5.6 Where appropriate all relevant safety measures shall be taken by the Subcontractor in accordance with the rules and requirements of DM, DDA and authorities (Civil Defense, DDA, and the like), Contractor's Policy of **Safety and Guidelines (HSE)** (copies available with Project Manager/HSE Manager) and to their satisfaction. Subcontractor shall





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12. Quality Assurance

By signature of this Agreement the Subcontractor agrees to comply with the requirements of policy of main contractor Quality plan (as per ANNEXURE – I) at no additional cost to the Contractor and provide their QA plan for Main Contractor's approval.

13. Health, Safety & Environment (HSE)

By signature of this Agreement the Subcontractor shall provide their HSE plan for Main Contractor's approval and agrees to comply with the requirements of the Contractor's Policy of **Safety and Guidelines (HSE)** (copies available with Project Manager/HSE Manager) at no additional cost to the Contractor. All personnel working on, visiting or inspecting any part of the works shall be provided with and be required to wear appropriate personal protective equipment's. Hard hats and work boots are minimum requirements to be provided by the Subcontractor. Penalty shall be applicable as per ANNEXURE -2 for any breach or violations against the requirements of contractor's safety and Guidelines Policy.

14. Variations

- 14.1 The Subcontract is remeasured contract and the unit rates are not subject to any variation or claim unless a new item is introduced and the same has been granted to the Main Contractor by the Engineer / Employer due to major changes/modifications in the scope of work.
- 14.2 In any case, in the event that the Engineer shall give, or shall appear to have given, any direct instruction to the Subcontractor, on any matter whatsoever and whether verbally or in writing (as the case may be), the Subcontractor shall forthwith and before giving any effect to such instruction, inform the Contractor in writing thereof and apply to the Contractor for instructions in respect thereto.
- 14.3 If there is any discrepancy between latest IFC Drawing and to the drawings provided at tender, Variation can be initiated and agreed mutually.

15. Commencement and Completion of Works

- 15.1 The Subcontractor shall commence the Subcontract Works without any delay and shall proceed with the same with due expedition at all times until issue of the Preliminary Acceptance Certificate therefore.
- 15.2 The Subcontractor shall complete the Subcontract Works in all respects by such date or dates as shown in the Contract Project Construction schedule / programme (or by dates duly confirmed to the Subcontractor by the Contractor in writing) in such manner as to enable the Contractor to complete the Works in all respects on the date fixed for the completion thereof under the Contract





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19. Subcontract Price

- 19.1 The Subcontract rates referred to in Clause 4 hereof shall be treated as fixed for the total works to be executed by the Subcontractor. The rates are fixed in respect of any material, work or method of execution required pursuant to any term, condition or provision hereof or of the Contract and the cost of any such materials, work or method of execution including any tests, and maintenance shall be deemed to be included in the Subcontract rates.

20. Payment to Subcontractor and Retention monies.

- 20.1 The Subcontractor shall submit to the Contractor at the end of each month/stage, a detailed statement in a format agreed by the Contractor, showing the Subcontract Works executed to the date of such statement, duly signed by his authorized representative together with, where so applicable, the quantities, prices and types of materials properly stored at the site for use in the Subcontract Works yet to be carried out. Such statement shall be incorporated by the Contractor for certification for payment in the statement to be submitted by him to the Engineer / Employer under the Main Contract.
- 20.2 All statements so submitted to the Contractor shall be priced in accordance with the breakdown of the Subcontract price agreed between the parties to this Subcontract Agreement.
- 20.3 The Subcontractor shall submit at the end of each stage/month, invoice to the Contractor. The invoice shall be supported with clear documents (Progress of Works) showing the amount of work done through approved break down and payment to be paid after 30 (Thirty) days from the date of invoice through Current Dated Cheque.
- 20.4 Retention Monies of 10% shall become due to the Subcontractor as following 5% retention will be released upon completion of the full structural concrete works and approved by the Contractor/Consultant. 5% retention will be released after the works completion.
- 20.5 The Contractor shall have the right to make any correction or amendment to the value of any previous payment made to the Subcontractor under any payment certificate following review of any subsequent certificate by the Contractor or by the Engineer.

21. Delay

Should the Subcontractor fail to complete the Subcontract Works within the period stipulated in Clause 16 hereof he shall be liable for payment to the Contractor as direct cost for such delay the sum of **Dhs. 5000.00/- (UAE Five Thousand Dirhams Only)** per day as a sole remedy of such delay up to a maximum of 10% of the Subcontract price in respect of such default for every



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23.4 The Main Contractor has right to terminate the Subcontract and release the payment received for such subcontractor works from the Employer.

24. Settlement of Disputes

In the event that any dispute or difference of any kind whatsoever shall arise between the Contractor and the Subcontractor in connection with or arising out of this Subcontract or the carrying out of the Subcontract Works, whether during the progress of the Subcontract Works or after the completion thereof and whether before or after the termination, abandonment or breach of the Subcontract, in which case the parties shall settle disputes amicably by mutual agreement or it shall be referred to and settled by the appropriate courts of Dubai.

25. Law Governing Subcontract

The General regulations of civil, administrative and commercial transactions, in addition to the general provisions of the Contract, laws and regulations in force in Dubai and/or the UAE shall apply to and shall govern this Subcontract Agreement.

26. Lack of Approvals/Deletion of any Parts of the Subcontract Works

Should the Engineer / Employer reject any part of the Subcontractor's submittal(s) and / or delete any part of the Subcontract Works, such parts shall be deleted from the Subcontract Works and the Subcontract price shall be reduced by the value of such omitted works as priced in the breakdown of prices submitted by the Subcontractor and accepted by the Contractor. No rights or claims of compensation whatsoever shall accrue to the Subcontractor arising from such deletion of a part of the Subcontract Works.

27. Notice

27.1. All Notices to be given under this Subcontract shall be served at the following registered offices in Dubai.

Contractor:

M/s. CARBON GENERAL CONTRACTING LLC

P.O. Box: 390850, Dubai, U.A.E

Tel: +971 04 – 513 4911

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Subcontractor:

M/s. ABDULLA MUHAMMAD NOOR TECHNICAL SERVICES

Dubai, UAE

Tel: +971 54 5006618 / +971 50 9494412

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ANNEXURE - I

QUALITY

1. General

- a) The Subcontractor shall comply with the Contractor's quality system and quality management procedures.
- b) All terms and conditions of the Main Contract related to the quality system, quality assurance and quality control or similar shall apply to the Subcontract as if the same were repeated herein.
- c) Implementation of the Quality System does not change the Subcontractor's obligation to perform the Subcontract Works in accordance with the requirements of the Subcontract.
- d) The Subcontractor shall provide quality plans for review and concurrence by the Contractor for each major work phase of the contract a minimum of two weeks prior to the scheduled start for the specific work phase being started and shall address the following as applicable:
 - i. Subcontractor inspection personnel listing by discipline and name per phase of work.
 - ii. Control of non-conforming product, work and corrective/preventive measures.
- e) Compliance of the quality assurance system shall not relieve the Subcontractor of any of his duties or responsibilities under the Subcontract.
- f) The Subcontractor accepts full responsibility for the efficiency of the Subcontract Works and any part thereof and without prejudice to the generality of the forgoing, the Subcontractor shall ensure that the Subcontract Works and any part thereof will:
 - a) Comply with the design requirements of the Main Contract.
 - b) Comprise components parts in accordance with the specifications, conditions and terms of this Agreement and the Main Contract. If not so specified, conditioned or termed such parts shall be the best available quality and as directed by the Contractor.

2. Defective Works

- (a) If at any time before final acceptance of the works, the Contractor and/or the Engineer shall find any defective materials or work of any kind and the Contractor and/or Engineer shall give notice (Non Conformance Report) in writing directing the Subcontractor to remove and replace the same and the Subcontractor shall do so promptly at no expense to the Contractor and to the full satisfaction of the Contractor and/or Engineer.
- (b) After removing and replacing such defective work, or material, the Subcontractor shall, if necessary, repair any damage caused to other works and reimburse other Subcontractor's for any damage caused to their work. If the completed work or any portion thereof fails to fulfill the requirements of the subcontract, the Contractor shall give the Subcontractor a written notice of not less than 10 days setting forth particulars of such defects or failure and the Subcontractor shall initiate effective action to make the defects good, or alter the same in compliance with the requirements of the Subcontract.



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- e) The Subcontractor shall submit to the Contractor prior to mobilization for approval:
- Company and site organization chart
 - Communication protocol including out of hours mobile telephone numbers
 - Quality plan
 - Safety policy
 - Trade license
 - Insurance policies required as per Subcontract
 - General Method Statement & Risk Assessments
- f) The Subcontractor shall submit to the Contractor for approval:
- Within the time given in the Subcontract, or in the programme, such drawings, calculations, samples, models or information as may be called for therein.
 - During the progress of the works such drawings of the general arrangement, calculations, samples etc. and details of the works as specified in the Subcontract or as the Contractor may require.

4. Inspections & Tests

- a) The Subcontractor is responsible for coordinating and obtaining all tests and inspections for its works as required to the Contractor's and Engineer's requirements. If the Subcontractor's work fails a test or inspection, then the Subcontractor shall be responsible for the cost of remedy and the re-inspection of the corrected work until it passes.
- b) The Contractor, Employer and/or Engineer shall be entitled during manufacture to inspect, examine and test the materials and workmanship and check progress of all plant supplied under the subcontract.
- c) The Contractor, Employer and/or Engineer shall be entitled to inspect, examine and test the materials and workmanship and check progress of all the Subcontract Works.
- d) The Works shall be completed and have passed all tests as required to meet the appropriate standards, and test certificates and country of origin certificates furnished to the Contractor on delivery of plant/materials to site.
- e) No work shall be covered up or put out of view without the approval of the Engineer and the Contractor, and the Subcontractor shall afford full opportunity for the Engineer and the Contractor to examine and measure any work which is about to be covered up or put out of view. The Subcontractor shall give at least 24 hours advance notice to the Contractor whenever such works are ready or about to be ready for examination, in accordance with the approved Inspection/Test Plan. The procedure of this issue shall be governed on a back to back basis as contained in the Main Contract documents.



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16	Failure to report all accidents and incidents immediately	2-days	3-days	5-days	Dismissal	Subcontracting companies will be fined Dhs 500 for not reporting
17	Working at height without safety harness / not hooking	1-days	3-days	5-days	Dismissal	Necessary action will be taken, or Subcontracting companies will be fined Dhs 200
18	Entry into confined space without permit / not following permit requirements	2-days	3-days	5-days	Dismissal	Necessary action will be taken, or Subcontracting companies will be fined Dhs 200
19	Poor housekeeping	1-days	3-days	5-days	Dismissal	Subcontracting companies will be fined Dhs 500 first time and 1000 second time
20	Working on A-Frame ladders: more than one person / nobody holding	1-days	3-days	5-days	Dismissal	Necessary action will be taken
21	Working on incomplete / unsafe scaffolding: red Scaff tag	2-days	3-days	5-days	Dismissal	Necessary action will be taken
22	Removing edge protection without permission	2-days	3-days	5-days	Dismissal	Subcontracting companies will be fined Dhs 200
23	Dropping material from a height	3-days	4-days	5-days	Dismissal	Subcontracting companies' employee will be dismissed first time or Subcontracting companies will be fined Dhs200
24	Failure to wear full PPE and Coverall	1-day	2-days	3-days	5-days	Subcontracting companies will be fined Dhs100
25	Access not provided / improper access to working platforms	1-day	2-days	3-days	5-days	Necessary action will be taken
26	Not using safe access and using short-cuts	1-day	2-days	3-days	5-days	Necessary action will be taken
27	Unsafe loading, placing, mixing, etc.	1-day	2-days	3-days	5-days	Necessary action will be taken
28	Urinating inside work premises	5-day	7-days	14-days	Dismissal	Subcontracting companies' employee will be dismissed first time or Subcontracting companies will be fined Dhs100
29	Horse-play, distracting, teasing, abusing, startling, etc.	2-day	3-days	4-days	7-days	Subcontracting companies' employee will be dismissed first time with penalty AED 500



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8. Care and Protection of the Works

- a) The Subcontractor shall be responsible for the protection of the Subcontract Works against any damage from whatsoever cause arising, and shall take all necessary precautions in carrying out the Subcontract Works to prevent damage to other existing work. The protection methods must be submitted to and approved by the Contractor and Engineer.
- b) The Subcontractor shall be responsible for loss or damage to any materials or goods on site for the Subcontractor's use until such materials or goods have been fully, finally and properly incorporated into the Works. The Subcontractor shall be responsible for the care and protection of his work until issuance of the Taking Over Certificate. The Contractor assumes no responsibility for the collection of any charges claimed against another subcontractor or supplier.

9. Operation and Maintenance Manuals

- a) On Substantial Completion of the Subcontractor's scope of work the Subcontractor shall supply operation and maintenance manuals together with drawings of the Works as built. These manuals shall be submitted for the Contractor's and Engineer's approval in the quantity advised by the Contractor and be in such detail as will enable the Employer to operate, maintain, adjust and repair all parts of the works.
- b) The manuals and drawings shall be in the English language.
- c) Without regard for payments or disputes, operation & maintenance manuals shall be supplied on Substantial Completion or on receipt of written instruction from the Contractor.
- d) The works shall not be considered completed until such manuals and drawings have been supplied to and approved by the Contractor.

10. Drawings

- a) The Subcontractor shall submit all subcontract drawings in the quantity, format and types (hard and soft copy) as advised by the Contractor.
- b) The Subcontractor shall be responsible for coordination of all his drawings with the approved Main Contract drawings, including but not limited to Issued for Construction drawings/General Arrangement drawings/Shop drawings, in all aspects including all required amendments to provide fully integrated, operational and free from defects systems.