

Ref.: SPML/RO/COM/SC/4603/2023

Date: 6<sup>th</sup> February 2023

**M/s. Iftikhar Muhammad Din Technical Services LLC**

PO Box 99636,

Dubai, UAE

**Attn: Mr. Muhammad Azeem**

**Mob – 055-1553623**

**Project: 847 Villas at “Santorini” Cluster at “Damac Lagoons” Master Development, Hessa Street, Dubai, United Arab Emirates (Project Code: P158.05)**

**Subject: Scaffolding Erection & Dismantling Labour Works – Sub-Contract Agreement**

Dear Sir,

With reference to the above subject and subsequent discussions, we are pleased to confirm your appointment as Sub-Contractor for carrying out the “Scaffolding Erection & Dismantling Labour Works”, at the above-mentioned Project site, all as per the Sub-Contract Bill of Quantities, Specifications, subject to Engineer’s approval of your Company and complying with the following terms and conditions.

**1. Definitions:**

- a. Main Contractor : M/s. Shapoorji Pallonji Mideast L.L.C
- b. Sub-Contractor : M/s. Iftikhar Muhammad Din Technical Services LLC
- c. Engineer : M/s. Arif & Bintoak Consulting Architects & Engineers
- d. Employer : M/s. Island Oasis Properties LLC
- e. Project : 847 Villas at “Santorini” Cluster at “Damac Lagoons” Master Development, Hessa Street, Dubai, United Arab Emirates (Project Code: P158.05)

**2. Contract Sum:**

The Sub-Contract price for carrying out the above said Works shall be **AED 64,850.00** (UAE Dirhams Sixty-Four Thousand, Eight Hundred and Fifty Only) as per the enclosed Bill of Quantities (Annexure A). VAT is excluded on the above Price.

**3. Type of Sub-Contract:**

This is a Re-measurable Sub-Contract for carrying out the complete works as described above.

**4. Price Basic and Validity:**

The rates as mentioned in the attached Sub-Contract Bill of Quantities (Annexure-A) are final and shall remain firm and unchanged for the works under the scope of this Work Order. No escalation shall be given for any items at any point of time for the purpose of this contract.

**5. Scope of work:**

The Scope of Sub-Contract Works shall be “Erection & Dismantling of Scaffolding”, all as per drawings, Project Quality plan, HSE Department requirement and Annexure B- Responsibility Matrix.

**6. Drawings & Specifications:**

Drawings & specifications are available at Main Contractor's site office.

**7. Payment terms:**

- i) Progressive payment – The Sub-Contractor shall submit his Payment Application to the Contractor on 25th of each month. Also, such statements shall be accompanied by supporting documents, as required under the Main Contract.
- ii) The Contractor shall make application for payment subject to the Sub-Contractor having complied with sub clause 7(i) and the contractor shall effect the payment to the Sub-Contractor within 30 days from the date of submission of invoice by the Sub-Contractor, the contractor shall pay to the Sub-Contractor in respect of the work done, a sum calculated in accordance with the rates and prices specified in the Sub-Contract, or by reference to the Price, as the case may require.
- iii) Retention-NA

**8. Liquidated Damages:**

Maximum 10% of the Sub-Contract Sum.

**9. Indemnity:**

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 costs and expenses made against or incurred by the Contractor by reason of any breach by the Sub-Contractor of the Sub-Contract.

**10. Safety:**

The Sub-Contractor shall be responsible for the safety of his work force, staff and machinery. All safety appliances required for safety shall be provided by the Sub-Contractor. The Sub-Contractor should abide by the standard safety procedures and practices of the Main Contractor and complying with the relevant Statutory Authority.

**11. Main Contract:**

This work order is subject to acceptance of the terms and conditions of the Main Contract so far as they relate to the said works. The Sub-Contractor shall also comply with any rules and regulations operating on the site which are requirements of the Employer, Engineer or Contractor. The Main Contract documents (excluding Contractor's prices) can be inspected at our site office.

This Sub-Contract is back-to-back with the Main Contract with regard to terms and conditions and all obligations pertaining thereto, except the terms and conditions mentioned in this Sub-Contract.

**12. Insurance:**

The Sub-Contractor shall maintain insurance and indemnify the Contractor against the risks arising out of the Sub-Contract works in respect of his workmen, third parties and adjoining property and upon demand produce to the Contractor the copies of insurance policies and premium receipts.

Where the Sub-Contract provides the part of the Sub-Contract works to be designed by the Sub-Contractor, for which, the Sub-Contractor shall arrange and maintain Professional indemnity insurance Policy covering professional negligence in the design of that part of Sub-Contract Works, if only requested by the Engineer in respect of the Sub-Contract Works, as required by the Contractor to discharge his own obligations and liabilities towards the Employer in accordance with the conditions of Main Contract.

**13. Inspection of site & sufficiency of Tender:**

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The Sub-Contractor shall be deemed to have visited the site and studied the Contract drawings & Specifications and to have acquainted him with the conditions under which the Sub-Contract works will be carried out before submitting his price as no claim on the grounds of want of knowledge will be entertained.

**14. Commencement & Completion:**

The Sub-Contractor shall commence and carry out the Sub-Contract works in accordance with the Main Contract Programme or in such order, manner and time as the Contractor may reasonably direct to ensure practical completion of the Main works by the date required under the Main Contract or any extension of time that may have been determined there under. The instruction contained in this letter will automatically terminate if the Engineer/Employer should not approve the product or service.

In the event of delay caused by the Sub Contractor, the Main Contractor reserves the right to terminate this Work Order and appoint other Sub Contractor or engage direct resources to complete the Works. In that case the additional cost expense and losses incurred and suffered by the Main Contractor arising from and / or in connection with the Sub Contractor's default shall be recoverable from the Sub Contractor by the Main Contractor.

**15. Rate of Progress:**

- i) If, at any time the rate of progress of the Sub-Contract Works, in the opinion of the Contractor, is too slow to ensure completion of the Sub-Contract Works or any section within the Sub-Contractor's Time for completion, then the Contractor may notify the Sub-Contractor in writing and the Sub-Contractor shall thereupon take such measures as are necessary, approved by the Contractor or as instructed by the Contractor, to expedite the progress so as to complete the Sub-Contract Works or any section within the Sub-Contractor's Time for completion. Such approval of measures or instructions by the Contractor to accelerate the progress of Sub-Contract Works will not entitle the Sub-Contractor for any adjustment in the Time for completion and/or the Sub-Contract price for taking such measures.
- ii) The Sub-Contractor specifically acknowledges the Contractor's right to instruct the Sub-Contractor to arrange or to otherwise arrange on behalf of the Sub-Contractor, at Sub-Contractor's expense, for shipment by air (or whatever means) of any of the Sub-Contractor's Plant or materials where late delivery of such products would, in the opinion of the Contractor, result in delays to the Sub-Contractor's works within the Time for completion.
- iii) Pursuant to sub-clause 15(i) & 15(ii) the Sub-Contractor shall adopt adequate measures to expedite the progress of works to recover delays, which may require the Sub-Contractor, subject to Engineer's approval, to implement new methods of working, increase in working hours and mobilizing additional resources. If these measures adopted by the Sub-Contractor result in additional costs to the Contractor, the Engineer or the Employer, due to additional supervision, etc., such costs shall be recoverable from the Sub-Contractor's account and shall be deducted from any monies due or to become due to the Sub-Contractor.
- iv) If the Sub-Contractor fails to take adequate measures to expedite the Progress and to recover delay as instructed, pursuant to sub-clause 15(i) & 15(ii) the Contractor may give 7 days' written notice of its intention to carry out the works by his own work force or by an alternate Sub-Contractor and all direct and indirect costs incurred by the Contractor due to this shall be recoverable from the Sub-Contractor and can be deducted from the monies due or to become due to the Sub-Contractor. These costs shall be in addition to any liquidated damages for the delays pursuant to the Main Contract.

**16. Supervision of works:**

The Sub-Contractor shall provide all superintendence, labour, material, Equipment, Temporary works as required for the execution, completion and maintenance of the Sub-Contract Works, except as provided by the Main Contractor as stated herein.

**17. Protection of works:**

The Sub-Contractor shall protect his works during the execution of works till obtaining approval from Engineer. Also, he shall exercise due care for protection of adjacent works, surfaces and finishes during the execution of his own works.

**18. Termination:**

The Sub-Contractor shall acknowledge the right of the Contractor to terminate this Sub-Contract without further liability in the event of the Main Contract being terminated for any reason whatsoever. Further, the Contractor can terminate this Sub-Contract without further liability on account of Sub-Contractor's failure to observe the obligations placed on him or failure to maintain reasonable progress or his refusal or persistent neglect to carry out the written instructions of the Contractor.

**19. Disputes:**

If a dispute of any kind whatsoever arises between the Contractor and the Sub-Contractor in connection with, or arising out of, the Sub-Contract or the execution of the Sub-Contract Works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Sub-Contract, then the Contractor or the Sub-Contractor may give a notice of such dispute to the other party, in which case the parties shall attempt for the next 56 (fifty-six) days to settle such dispute amicably before the commencement of Arbitration. If the dispute still exists even after mutual reconciliation, after the fifty-sixth day, the dispute shall be referred to Arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, or such other arbitral institution that may be substituted for the Dubai Chamber and the decision of the Arbitral Tribunal shall be final and binding on both parties. Language of arbitration and legal proceedings shall be English.

**20. Warranty:**

Deleted

**22. Sub-Contractors Bonds & Performance Securities:**

Deleted

The Sub-Contractor shall liaise with our Project Manager regarding the Construction Programme and for other site facilities.

Please sign and stamp this Sub-Contract and send it back as a token of your acceptance.

For **Shapoorji Pallonji Mideast (L.L.C)**

**Authorized Signatory**

**ACCEPTANCE**

We, **M/s. Iftikhar Muhammad Din Technical Services LLC**, here by agree to the Re-measurable work order for "Scaffolding Erection & Dismantling Labour Works" for the 847 Villas at "Santorini" Cluster at "Damac Lagoons" Master Development, Hessa Street, Dubai, United Arab Emirates (Project Code: P158.05) Project in accordance with the terms & conditions set out in this Sub-Contract.

Signed-----

Date-----

Name-----

Designation-----

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**BILL OF QUANTITIES**

**Annexure A**

**(847 Villas at "Santorini" Cluster at "Damac Lagoons" Master Development, Hessa Street, Dubai, United Arab Emirates (Project Code: P158.05) Project)**

<b>S.No</b>	<b>Description</b>	<b>Unit</b>	<b>Provisional Quantity</b>	<b>Unit Rate</b>	<b>Provisional Amount in AED</b>
	<b><i>Scaffolding Erection and dismantling works with wooden planks including shifting of materials</i></b>				
1	Erection and dismantling of scaffolding around the villa up to 13.00m Height	m2	1,000.00	8.00	8,000.00
2	Erection and dismantling of slab railing	LM	2,000.00	10.00	20,000.00
3	Erection and dismantling of staircase access	Per flight	25.00	450.00	11,250.00
4	Erection and dismantling of each column platform	Per Platform	500.00	50.00	25,000.00
5	Erection and dismantling of each column Scaffolding	m3	100.00	6.00	600.00
	<b><i>Total</i></b>				<b><i>64,850.00</i></b>

***Important Notice:***

The Sub-Contractor shall have valid license registered and issued by Emirates of Dubai to carry out the said works. All workmen of the Sub-Contractor shall have valid Dubai Visa under the same name as the Sub-Contractor. Failure to comply with the above will deem the Contract Agreement invalid and therefore terminated. The Sub-Contractor shall be solely responsible for all relevant authority fines, penalties and any other issues that may arise due to non-compliance of the above.

**Annexure B**  
**Scope of Works Matrix**

<b>S. No</b>	<b>Description</b>	<b>Main Contractor</b>	<b>Sub - Contractor</b>
1	Erection and Dismantling including stacking after use		✓
2	Supply of Scaffolding materials	✓	
3	Erection and dismantling of scaffolding for works including shifting them floor to floor		✓
4	Coordination with other Subcontractors		✓
5	Shifting of all materials from designated area to the respective floors		✓
6	Shifting of all materials within the floor		✓
7	Cleaning of scaffolding materials after dismantling		✓
8	Manpower required for works, tools & tackles etc.,		✓
9	Provision of water and electricity at one point at each floor	✓	
10	Accommodation, food, transportation to workers and staff		✓
11	Cleaning the floor and walls after the work on daily basis and dispose the debris at the designated points		✓
12	Safety PPE, insurance of workers and works		✓