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| GENERAL CONDITIONS OF CONTRACT |

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**GENERAL CONDITIONS OF CONTRACT**

1. **Definitions**

For the purposes of this GCC, the following terms, words and expressions shall have the following meaning unless defined otherwise in this Subcontract:

* 1. “**Applicable Law**” means any national, state, local or municipal legislature in UAE and the country of the Site or of any other competent authority or other relevant law and shall also include all acts, rules, laws, legislation, statutes, orders, rules, regulations, ordinances, decrees, rulings, policies, administrative guidelines, codes, instructions, judgements, court orders, treaties, by-laws, notifications, Applicable Permits, Environmental Standards, any directive or any interpretation thereof by a Competent Authority and Company’s personnel related law in UAE.
  2. “**Applicable Permits**” shall mean all permits, licenses, authorisations, consents, clearances, licences, no-objection certificates, exemptions, franchises, exemption decrees, waivers, privileges, acknowledgements, concessions, approvals, rulings, orders, decisions and visas from, filings or registrations with or applications submitted to, any governmental authorities, Competent Authority or court or tribunal of competent jurisdiction within or outside UAE and Company’s personnel related permits in UAE, necessary from time to time for or in relation to the performance of the Works.
  3. “**Competent Authority**” shall mean, in respect of a country, any of its governments (central, state or local), or any ministry, directorate, inspectorate, department or political subdivision thereof, or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or law (including any court or tribunal or other adjudicative body), or any other governmental entity, instrumentality, agency, authority, corporate, committee or commission under the direct control of any such government.
  4. “**Contract**” shall mean the Contract between the Customer and the Company.
  5. “**Company/Contractor**” shall mean **SSS International Co. Ltd. FZE, PO BOX 50847 Hamriyah Free Zone, UAE.**
  6. “**Company QC**” shall mean the Person appointed by the Company to ensure the quality of Work undertaken by the Subcontractor until the completion of the Project.
  7. “**Company Site Representative**” shall mean the Peron appointment by the Company as a point of contact at the Site for the Works
  8. “**Customer**” shall mean the prime client of **SSS International Co. Ltd. FZE.**
  9. “**Defect Liability Certificate**” shall mean the document delivered to Company by Customer, certifying that the Delivery Liability Period, subject to the Subcontractor’s obligations under this Subcontract, is expired.
  10. “**Defect Liability Period**”shallmean the warranty period after the date of issue of the Taking Over Certificate during which the Subcontractor is responsible for making good the defects in the Work(s).
  11. “**Detailed Work Schedule**” shall mean a detailed schedule indicating clear starting and ending dates as well as details of each and every single phase or stage of Works to be performed or undertaken.
  12. “**Environmental Standards**” shall mean any prescribed standards under the UAE law relating to: (a) pollution, contamination, clean-up, protection and reclamation of the environment; (b) health and safety, including, without limitation, the exposure of employees or other Persons to any Hazardous Materials; (c) the release or threatened release of any Hazardous Materials; (d) the management of any Hazardous Materials, including, without limitation, the manufacture, generation, formulation, processing, labelling, distribution, introduction into commerce, registration, use, treatment, handling, storage, disposal, transportation, reuse, recycling or reclamation of any Hazardous Materials; and (e) any Applicable Permit, approval, notice, requirement or order issued by a Competent Authority with respect to the foregoing.
  13. “**Force Majeure**” shall mean an event as defined in Article 26 (Force Majeure) herein.
  14. “**GCC**” shall mean this General Conditions of Contract which shall form an integral part of this Subcontract between the Company and the Subcontractor
  15. “**Good Industry Practice**” shall mean those practices, methods, acts, techniques, procedures and standards and the exercise of a degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a first-class reputable internationally recognised, skilled and experienced construction contractor equipment manufacturer and/or operator taking into account conditions prevailing in UAE, in the design, procurement, manufacture construction, erection and/or operation of power generation facilities of the same or similar size and type as the Project or the manufacture of equipment thereof, and would be expected to be followed, applied and resulting in the performance of the Work in a manner consistent with reliability, safety, Environmental Standards, economy, efficiency and any Applicable Law and Applicable Permits.
  16. “**Guarantee Bond**” shall mean the bond referred to in Clause 7.4 of the Subcontract.
  17. “**Hazardous Materials**” shall mean (a) any element, compound, substance, chemical or biological derivative, radiation, noise, material or combination thereof which by reason of its composition or characteristics is defined in Applicable Law as a hazardous material, and (b) any other material which any Competent Authority shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for handling, storage or disposal by unregulated means.
  18. “**HSE Manual**” shall mean the Health, Safety & Environment Manual of the Contract which shall form an integral part of this Subcontract.
  19. “**Performance Bond**” shall mean the bond referred to in Clause 7.1 of the Subcontract.
  20. “**Person(s)**” shall mean any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, limited organisation, unlimited organisation, Competent Authority or other entity.
  21. “**Progress Reports**” shall mean all reports on progress data on a weekly and monthly basis according to the cut-off dates set down for the Project by the Company or the Customer and as per the Work Schedule and the Details Work Schedule as more particularly described in Article 6 of this GCC.
  22. “**Project**” shall mean the total facility which shall be built by Company for the Customer according to the Contract.
  23. “**Site**”shallmean the location(s) where the Works relevant to the Project have to be performed.
  24. “**Subcontract**” shall mean the Contract between the Company and the Subcontractor and related appendices/annexures/schedules together with all documents attached.
  25. “**Subcontract Price**”shallmean the total compensation to be paid to the Subcontractor in accordance with the terms and conditions of the Subcontract more particularly described in Article 7 of this GCC.
  26. “**Subcontractor**” shall mean the company which has been awarded the Subcontract by the Company to undertake the Works of the Customer.
  27. “**Subcontractor’s Site Representative**” shall mean the Person appointed by the Subcontractor as a point of contact at the Site for the Works.
  28. “**Taking Over Certificate**”shallmean the document delivered to the Company by the Customer, certifying that the Works have been completed according to requirements of the Contract.
  29. “**Technical Specifications**” means the general specifications, technical documents and specifications, detailed specifications and design criteria setting out a description and specifications of and for the Works and statements of the technical and other standards to which the Works are to be performed executed or undertaken, including any modifications or amendments thereto, all of which are included in and constitute a part of this Subcontract
  30. “**Test Reports**” shall mean installation logs, quality assurance and quality control production test logs, test reports, third party and independent laboratory services report.
  31. “**UAE**” shall mean the United Arab Emirates.
  32. “**Works**” shall mean any and all works or other requirements, expressed or implied, including the responsibilities and obligations listed in Article 3.1 hereunder, and those duties, responsibilities and obligations required by this Subcontract to be discharged by the Subcontractor.
  33. “**Work Schedule**” shall mean the schedule showing the commencement and completion dates for each phase of the Work as agreed by the Company.

1. **Interpretations**

Unless the context of this Agreement otherwise requires:

* 1. the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
  2. the term “Article” or “Annexure” refers to the specified Article or Schedule of this Agreement, as the case may be;
  3. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
  4. reference to the word “include” shall be construed without limitation;
  5. time is of the essence in the performance of the Parties respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
  6. words importing persons or parties shall include firms and corporations and any organisation having legal capacity;
  7. Words importing the singular only shall also include the plural and vice versa where the context so requires. In this GCC, the Company and the Subcontractor are collectively referred to as “**Parties**” and individually as “**Party**”;
  8. words importing the male gender shall also include the female and neutral gender and vice versa.
  9. The marginal words and Articles headings are inserted for ease of reference only and shall not affect the interpretation of this Subcontract.
  10. All the provisions mentioned in the main body of the Contract and this Subcontract shall prevail over the general provisions made on same subject in the GCC contained herein. For all other topics, terms and conditions mentioned in GCC shall be applicable.

1. **Subcontractor’s Obligation**
   1. **Works**

The Subcontractor shall be responsible and obliged to provide the following:

* 1. Supply of manpower, equipment, temporary supports, protections, fuel, compressed air & other consumables not specifically mentioned herein for the Works.
  2. Set-up and maintenance of Site office/facilities as required for its own personnel.
  3. Scaffolding wherever and whenever required. The Subcontractor shall be allowed to use scaffolding facilities already installed by other Persons, if any, provided that no obstacle/hindrance to the works of Company/other subcontractor is caused. The use of existing scaffolding shall be however subject to preliminary approval of Company. The Subcontractor shall be directly responsible in checking the suitability of such scaffolding before use or supervision for the execution of the Works.
  4. Presence of the Subcontractor’s Site Representative, on permanent basis, at all times throughout the Project to ensure coordination, quality control & maintenance of requisite documentation until the completion of Works.
  5. Handling of its own materials/equipment & project free material(s) issued by the Company.
  6. Removal of its facilities at the end of the Works and reinstatement of the area, cleaned as per its original status and condition.
  7. Supply and installation of any other facility necessary to perform the Work in safe conditions
  8. Provision, if necessary, of temporary facilities such as shelters and/or containers for the storage of materials/equipment.
  9. Keeping of the working areas and facilities, at all times, free from rubbish and from any obstruction which may cause damage or hindrance or hazard for the activities being performed.
  10. Keeping and making available all necessary measuring and testing equipment/instruments with latest calibration at all times at the area where Works are on-going. These instruments shall be made available to Company QC, the Customer or any third party inspectors or Person, if required by any of them during their inspections. Any specialized equipment if required for the performance of the Work, should be provided within a period of twenty four (24) hours.
  11. Employing at all times, duly qualified and authorised personnel with all valid Applicable Permits. The Company reserves the right to ask the Subcontractor to remove any Person from the Site who, in the Company’s opinion, is not capable or suitable or does not have Applicable Permits for undertaking the Work and the Subcontractor shall immediately comply with such an instruction of the Company.
  12. Using, maintaining and disposing off the Hazardous Materials, as may be used for the performance and the execution of the Works, strictly as per the HSE Manual, the Applicable Law and Good Industry Practice under any circumstances.
  13. The Subcontractor shall be deemed to have visited and examined the Site, including but not limited to its topography and ground surface conditions, subsurface conditions, hydrological and climatic conditions, location and structures, means of access to the Site, the area assigned for Subcontractor’s use, shipping and transportation, port facilities, port congestion, availability and conditions of the roads, scope of work, equipment, facilities and materials necessary for the completion of the Work, Work requirements, disposal, specifications, availability and quality of labour, safety rules and general, local and other conditions which may affect the Work in any manner whatsoever and has satisfied itself as to all of these matters as stated hereinabove. Any failure of the Subcontractor to acquaint itself with any of the matters listed hereinabove shall not relieve it from its responsibility for successfully carrying out or undertaking the Work within the Subcontract Price.
  14. The Subcontractor agrees that no claim for any additional payment will be allowed or permitted on the grounds of lack of knowledge or misinterpretation of any matter related to the Work on which Subcontractor could have reasonably satisfied itself by such means as may have been appropriate.
  15. Without limiting any other provision of the Subcontract, the Subcontractor agrees to perform the Works in a professional manner, using sound engineering and design principles and project management and supervisory and warrant procedures, in accordance with an consistent with Good Industry Practise, Technical Specification of the Subcontract and Applicable Law. The Subcontractor agrees and acknowledges that it shall perform all its obligations and responsibilities under this Subcontract at its own risk, cost & expenses. The Subcontractor shall ensure that the Work performed or executed shall be fit and suitable for its intended purpose (including attaining the Performance Guarantees) as evidenced by, or to be reasonable inferred from this Subcontract and shall fully comply with this Subcontract. The Subcontractor represents and warrants that it has the requisite skills, experience, expertise and capacity to perform the Works in the foregoing manner and to satisfy and fulfil all of its obligations and responsibilities under this Subcontract. The Subcontractor agrees that Company shall have the same powers in relation to the Work to give instructions and decisions as the Customer has toward the Company and the Subcontractor shall have the like obligation to abide by and comply therewith. The said powers of Company shall be exercised in any case irrespective of whether Customer has exercised the same or not.
  16. The Subcontractor shall obtain all Applicable Permits as may be deemed necessary to enable him to undertake its Work and shall furnish any bonds, securities or deposits as may be required by the Competent Authorities to permit the performance of the Work. The Subcontractor shall be responsible for co-ordinating and obtaining all Applicable Permits including but not limited to, Site access permits, materials and equipment gate passes and permits, employer and employee work permits, as well as government authorities and statutory bodies imposed licenses, registrations, approvals, and any other regulations necessary to the Work by the Subcontractor. The Subcontractor shall keep himself informed of and comply with any rules, regulations, codes and practices (whether statutory or not) concerning the performance of the Work.
  17. The Subcontractor shall equip all its managed and supervised personnel with numbered identification badges or tags and provide such information about all personnel (including contract labour) retained or hired by it as may be necessary, including, names, identity cards, passport numbers, resident permit numbers and work permit numbers to the Company.
  18. The Subcontractor shall arrange and provide at its own expense for all mobilisation and demobilisation of its manpower, equipment and facilities, whether of a permanent or temporary nature for the execution of the Work including but not limited to providing for constructional plants, temporary foundations, temporary works including any concrete, scaffolding and staging, temporary facilities, lights, guards, fencing, protection from pollution, first-aid, janitorial services, warning signs, transportation, block visa, entry/exit/re-entry visas, residence permits, work permits, driving licenses and all Applicable Permits and authorisations. The Subcontractors’ work areas on Site shall be assigned by the Company only. The Subcontractor shall submit to the Company for its approval, the layout of the area’s temporary facilities. The Subcontractor agrees to confine its operations within the areas so assigned. Structures other than as shown on the approved lay-out or drawings approved for construction by the Company shall not be erected by the Subcontractor without the prior written approval of the Company.
  19. The Subcontractor shall provide for procurement, shipping, customs clearance and transportation to Site of all materials, equipment and consumables to be incorporated or necessary to perform or undertake the Work.
  20. The Subcontractor shall be responsible for securing an adequate unloading, handling, storage and security and protection of all its materials on the Site and for replacing any material deficiencies caused by inadequate storage and facility. The Subcontracts shall also be further responsible for receiving, checking, collecting from Company’s warehouse, verifying, segregating and handling all free issue materials provided by the Customer, if any, required for execution of the Work and for proper protection of said materials according to the supplier’s instructions. The Subcontractor hereby understands and agrees that the Contractor shall not be responsible for the quality or the quantity of the free issue material provided by the Customer the performance and execution of the Works. The Subcontractor shall use these free issue materials at its sole risk and shall keep the Contractor indemnified and agrees to forever keep indemnified and saved harmless from all expenses, costs, damages, defects or faults that may arise from using any of these free issue materials. The Subcontractor shall further be liable for any damage caused to such free issue materials while in Subcontractor’s custody and/or caused by act, default, omission etc. attributable to the Subcontractor.
  21. The Subcontractor shall seek Company’s prior written approval on the procedure for handling of materials at Site and shall submit a weekly warehouse report indicating all deliveries, withdrawals and general warehouse status.
  22. The Subcontractor shall strictly follow the Detailed Works Schedule, Works proposed procedure, Work method statements, Quality Assurance/Control procedures, Inspection Plans, Safety manual, Technical Specifications and qualification reports in line with the Subcontract requirements and the Company’s programmes, as is necessary for the proper execution of the Works and shall not deviate therefrom without the prior written approval of the Company.
  23. The Subcontractor shall obtain all Applicable Permits and shall plan and conduct all its operations in such a manner so as not to damage, close, obstruct any utility, highway, road or other property until Applicable Permits have been obtained, disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission or other utility lines and infrastructure, ditch or structure, damage or destroy cultivated or planted areas. The Subcontractor shall not be entitled to any extension of time or compensation on account of Subcontractor’s failure to protect and maintain all materials, equipment and Environment Standards. All costs in connection with any repair or restoration, necessary or required by reason of incorrect material storage, unauthorised obstruction, damage or use shall be borne solely by the Subcontractor.
  24. The Subcontractor shall be responsible for submission of Test Reports as per the Subcontract specification and/or necessary for the proper execution of the Works.
  25. The Subcontractor shall submit to the Company a daily report indicating the number of supervisors and labour force for each Site activity and for each Site area, number of hours worked, list of equipment number and the free issue materials provided by the Customer used for Site activities, weather conditions, accidents, power failure, description of Work performed or undertaken and any other information which may be advantageous to maintain on record.
  26. The Subcontractor shall comply with the Company’s and the Customer’s safety and security rules, including the safety instructions prescribed in the Health, Safety & Environment Manual attached to the Purchase Order and/or the Technical Specifications, provide a dedicated safety officer and a first aid certified attendant on Site, at all times along with the requisite safety gadgets for its work force including, but not limited to, first-aid kit, protective clothing, safety hats, safety shoes, safety glasses, gloves, safety belts and safety harnesses for work at heights, if any. In the performance of the Works, the Subcontractor shall carry out erection work on the premises of the Company or the Customer as required with its personnel, agents or employees or act as supervisor etc. of the work itself, with respect to the installation, erection or dismantling of the material and/or equipment furnished hereunder or as otherwise described herein and agrees to assume full liability with respect to the services of his personnel, agents or employees while on the premises of the Company and/or the Customer, as the case may be, and hereby indemnifies and agrees to forever keep indemnified and saved harmless from all expenses, costs, demands, claims, liabilities, damages, suits, actions, and proceedings whatsoever which may be caused, suffered or brought on account of injuries or damages caused during the provision of the aforesaid services to any personnel, agent or employee or property of the Company and/or Customer and/or of third parties.
  27. The Subcontractor shall observe, in the execution of Work on Site, the same hours of working as the Company’s personnel, unless different instructions have been provided by the Company. The Subcontractor shall comply with all rules and regulations of arrival and departure from the Site, of personnel, equipments, materials and construction plant. The Subcontractor shall always notify the Company in writing in advance if Works have to be performed or undertaken beyond regular working hours of the Company. The Subcontractor shall obtain the prior approval of the Company for any of its personnel working in night shift and/or holidays and/or on hours which are not the same as that of the Company’s personnel.
  28. The Subcontractor shall afford to other subcontractors and Persons engaged by the Company and the Customer, reasonable opportunities for carrying out their work. The Subcontractor shall provide any means necessary to adequate and contain within their Work Schedule such opportunities so as to cause minimum interference, disruption, obstruction, hindrance and delays to other subcontractors or Persons. The Subcontractor agrees that any damage to Site and to the work of other subcontractors or Persons or any delays caused by improper planning or lack of co-ordination shall be back charged to Subcontractor.
  29. The Subcontractor shall schedule the performance of the Work in such manner so as to cause minimum interference with the work of any other subcontractor or Persons involved in the Project. The Subcontractor agrees to attend any coordination meetings with the Company and any other subcontractor or Persons involved as applicable. The Subcontractor agrees that it has evaluated the scope and status of all collateral work and has taken due account of this into the Subcontract Price which may affects its performance as per the Subcontract before commencing it Works.
  30. The Subcontractor shall allow and afford and be afforded as much as reasonably possible and to the extent that the progress of the Work is not affected, the use and access of any scaffolding, gangway, access and transit facilities etc. provided by it or by others for the overall benefit of the performance of the Project. Such a limited use shall be free of charge.
  31. All of the Subcontractor’s equipment, tools and machinery shall be in very good operating condition and be suitable for the safe and efficient performance of the Work at all times. All such equipment, tools and machinery shall be subject to an inspection and approval by the Company or the Customer or any engineer or third party inspector or Person so appointed by the Company or the Customer, at any time without any prior notice to the satisfaction of the Customer or the owner’s safety and security rules and Applicable Law.
  32. Any equipment rejected as not conforming to the foregoing shall be promptly removed from the Site by the Subcontractor and immediately be replaced with equipment acceptable to the Company and the Customer, without any additional cost to the Company or excusable delay in the completion of the Work.
  33. The Subcontractor, in accordance with the Applicable Law, shall subscribe for its own insurance coverage and shall pay all the taxes and duties as required by the Applicable Law and the Competent Authority, relevant to its own personnel, employees, labourers, equipment, vehicles, materials and facilities and shall submit an evidence of the same to the Company.
  34. The Subcontractor agrees that in addition to the insurance policies to be subscribed by it as per Article 3.22 hereinabove, it shall further subscribed to insurance policies covering third party liability, workmen compensation, equipment etc. for a quantum as deed fit and appropriate by the Company, as may be necessary.
  35. The Subcontractor agrees that it shall be solely responsible for loss of any gate pass or security pass and for all costs associated with reprocessing or reissuing of such gate pass or security pass.

1. **Company’s Obligation**
   1. Provision of adequate area at the Site for Subcontractor’s use.
   2. Ensuring availability of electricity and water at tie in points only.
   3. Assistance with the application for issue of gate pass and/or security pass.
   4. Local logistic support, if required, for entry permits in Site area.
2. **Schedule**
   1. The Subcontractor shall, within a period of two (2) weeks from the date of Subcontract, prepare and submit to the Company for its approval, a detailed Work Schedule using such software as is acceptable to the Company.
   2. The Subcontractor shall draw up more Detailed Work Schedules based on the Company’s schedule, in a manner to allow the Company to have suitable information to ensure the proper maintaining of progress of the activities and the completion of the Works within the deadline. The Detailed Work Schedules shall be structured according to the planning/progress monitoring and contract administration systems adopted for the Project. The Subcontractor under this system shall have to show against each activity contained in the schedule at least the following information:
      1. activity identification number and description;
      2. planned start/finish dates;
      3. current/forecast start/finish dates;
      4. physical quantity;
      5. estimated man-hours;
      6. physical progress percentage achieved as of the cut-off date;
      7. the Company’s schedule activity identification code.
   3. The Detailed Work Schedules should be prepared in a format indicating all activities, sequences, constraints and relationship and identifying all critical activities and resources. As a support to them, the Subcontractor shall provide an internal operations programme indicating a very detailed sequencing of activities on a two (2) weeks basis by developing a “what-if” working copy of their schedules. Section and operations phases shall be discussed and agreed upon with the Company.
   4. In case of delay or disruption during manufacturing phases, the Subcontractor agrees to undertake specific obligation to perform all the necessary recovery actions in order to accelerate the performance and execution of Works and complete them, without any additional cost to the Company and within the agreed final delivery dates.
   5. In event of any evident delay by the Subcontractor, the Company shall have the right to ask for any possible acceleration or remedial actions without any cost impact reserving the right to apply the liquidated damages and back charges foreseen in this Subcontract if delivery dates are not maintained.
   6. The Subcontractor agrees to grant high degree flexibility in the adjustment of their own manpower/equipment resources, in order to face possible variations in the availability of the components released by the Company, by avoiding delays in completion dates and without claiming for any extra costs.
3. **Progress Measurement, Control & Reporting**
   1. The Subcontractor is required to submit Progress Reports on the Works as per the Work Schedule and the Detailed Work Schedule. The measurement of physical progress achieved, will be made in accordance with planning/progress monitoring systems adopted for the Project. All progress data whenever measured shall be summarized by the contractual coding structures and reported with the frequency necessary to monitor the Work on weekly/monthly basis. All Progress Reports shall be produced and issued within a period of three (3) days from the applicable cut-off date. As a minimum, all Progress Reports shall consist of:
      1. A description of the activities performed during the current and forthcoming period with highlighted the main project criticality and the recovery actions taken in order to save delays;
      2. Progress tables/matrices showing the planned and achieved percentages of progress both current and cumulative at the present cut-off date coming directly from the Detailed Work Schedules and organised according to the coding structures associated to the Company’s Schedule;
      3. Manpower/man-hour histograms and progress curves.
   2. The Company shall have the right to review all Progress Reports and any other statement or document of the Subcontractor and/or it sub-subcontractor, as the case may be, to assure and ensure that the progress conforms to the reports.
   3. The Company shall have the right to, after evaluation of the Subcontractor’s Progress Reports and comparison with the Work Schedule and the Detailed Work Schedule, to oblige the Subcontractor for increasing its personnel and equipment and/or increasing working time in order to meet the agreed schedule without any additional charges to the Company.
4. **Subcontract Price**
   1. The Subcontractor agrees that the Subcontract Price is fixed and invariable and is not subject to any adjustment whatsoever, against any eventual changes in quantities, labour price, materials, consumables etc. for the whole period of execution of Works, expressly included the variations to the schedule of Works required by the Company.
   2. The acceptance of thisSubcontract and the GCC shall be at the Subcontractor’s own risk and shall imply a waiver of any rights to claim for extra costs including back charges incurred thereafter for any reason whatsoever unless otherwise stated in Article 11 (Variations) of this GCC.
   3. The Subcontract Price covers the full compensation to perform, execute and undertake the Work and is deemed to include each and every expense to perform, execute and undertake the Work, even if specific activities, supplies, services, duties or provisions which may be necessary for the proper and timely execution of the Work are not indicated in the Subcontract documents or in the description of the Work.
   4. The Subcontract Price has been evaluated and set up by the Subcontractor in full accordance with the applicable provisions of the Subcontract, Technical Specifications, Applicable Law, Applicable Permits, Environmental Standards, rules and documentation and with the planning and commercial conditions agreed upon and with documents as attached to this Subcontract. The Subcontractor is solely responsible for the assessment of its work content and for having made due allowance for all labour, equipment, materials services and provisions necessary to timely, safely and properly perform, execute and undertake the Work, including the effect of the development of specifications, drawings and technical documents. No increase in price or extension of time shall be permitted for causes which the Subcontractor has failed to take into account which could have been foreseen.
   5. The Subcontract Price is also deemed to cover all the costs relevant to the Subcontractor’s personnel and the Applicable Permits, including, but not limited to, transportation cost, salary, wages, other miscellaneous expenses etc., as well as taxes, social security, insurance coverage, visas expenses, work permits, medical care. Mobilization and demobilization expenses for personnel, equipment and facilities are further deemed to be included in Subcontract Price.
5. **Payment**

* 1. The Subcontract Price shall be payable one hundred and twenty (120) days commencing from the end of the month from the date on which the invoice is approved, pro-rata on the basis of monthly work progress amount duly certified by the Company Site Representative. The Monthly cut-off date for invoicing purposes shall be the twenty fifth (25th) of each month unless agreed otherwise in writing by both the Company Site Representative and the Subcontractor Site Representative.
  2. At the end of each period, the Subcontractor shall submit to the Company the progress percentages of the Work performed in respect to its Works together with the evaluation of relevant Subcontract Price share to be taken into account for invoicing purpose. The Subcontractor’s monthly invoice will be then issued on the basis of the value preliminarily agreed with the Company.
  3. The Subcontractor agrees that the payment of invoices by the Company shall be subject to the receipt of a Performance Bond by the Company for an amount and period specified in Clause 7.1 of Subcontract.
  4. The payment of retained amount will be however subject to the issue of a Guarantee Bond by the Subcontractor for an amount and period specified in Clause 7.4 of Subcontract.
  5. No claim for interest or damage shall be payable by the Company with respect to any money, which may be in its possession, owing to any dispute, difference or misunderstanding between the Company and the Subcontractor. No claims shall be entertained for delays in payment due to the Subcontractor’s failure to sign the necessary documentation required for the payment of the Subcontractor’s invoice.

1. **Invoicing**
   1. Unless otherwise agreed between the Parties, the invoices, issued by the Subcontractor against this Subcontract, must be addressed to the Company in one (1) original plus one (1) copy and be delivered to:

**SSS International Co. Ltd. FZE**

**To the Attention of Administration**

**Hamriya Free Zone - P.O. BOX 50622**

**Sharjah, UAE**

With further copies addressed to the Procurement Manager of the Company

The invoices shall under any circumstances indicate the following:

* + 1. The Subcontract number, initials, date and job (SSS International Co. Ltd. FZE Job No. XXXX); and
    2. Supporting documentation to the invoice/invoices.
  1. The Subcontractor agrees that that if invoices are not compiled as above the Company shall have the right to delay the payments. Any financial or other consequences from such delays shall be solely on account of the Subcontractor with no fault of the Company under any circumstances.

1. **Performance Bond and Guarantee Bond**
   1. The Subcontractor shall submit at his care and cost to the Company an irrevocable unconditional Performance Bond within two (2) weeks from the award of this Subcontract. The Subcontractor agrees that the issue of Performance Bond is a pre-requisite for payments of invoice by the Company as raised by the Subcontractor.
   2. The Subcontractor shall submit at his care and cost to the Company an irrevocable unconditional Guarantee Bond. The issue of Guarantee Bond by the Subcontractor is a pre-requisite for release of retention money retained by the Company or the Customer.

1. **Variation of Subcontract Price**
   1. The Subcontract Price is based on lump sum evaluation made by the Subcontractor in accordance with the defined Work. No change in Subcontract Price shall be recognised in case the measured quantities, as at actual differ from the estimated ones.
   2. The Company shall have the right to make variations to the Subcontract (not included in the original requirement) during its execution. If the Subcontractor deems that such variations may compromise the fulfilment of its contractual obligations or cause variations in the total Subcontract Price, then it shall submit a written application to the Company, so that the Company and the Subcontractor may reach a written agreement. In any case the Subcontractor shall proceed with the Works in accordance with the instructions given by the Company.

The evaluation of minor variations to scope of Work will be made by taking into consideration the manpower unit rates. If proper unit rates are not available, then the Subcontractor shall submit to the Company the proposal for suitable unit rates, same level of price of existing ones. In case of major variation, lump sum adjustment proposal shall be submitted to the Company together with technical/commercial evaluation details with the aim to reach an agreement before the beginning of relevant execution Works.

1. **Interruption of Works**
   1. The Subcontractor understands and agrees that any act or omission which may cause any interruption in performing, executing or undertaking the Work not authorised or approved by the Company shall be a sufficient cause for the Company to cancel and terminate the Subcontract and to proceed with another Person as it may deem fit at the sole expense of the defaulting Subcontractor. The Subcontractor further agrees that the Company in addition to above shall further have the right to claim any compensation for damages suffered.
   2. The Subcontractor agrees that the Company shall have the right to order the interruption or suspension or termination of Works of the Subcontractor at any time and it that shall expressly renounce any right to claim for any compensation, damages or indemnities from the Company.
2. **Liquidated Damages**
   1. **Delay in Equipment Delivery Schedule.**

* + 1. The Subcontractor shall pay to the Company on demand, liquidated damages, but not as penalty, for each week (or part thereof) in case the Subcontractor or its sub-subcontractor delays the performance or execution of the Works beyond the milestone dates in the Detailed Work Schedule.

**Calculation of Liquidated Damages for Delay**

The Subcontractor shall pay liquidated damages for delay by the reasons attributable to the Subcontractor under this Article 13.1 (Delay in Equipment Delay Schedule) in respect of each of the Works at a rate of two percent (2%) of the Subcontract Price of the Works to which the performance or execution relates for each day (or part thereof) of delay. The aggregate amount of liquidated damages for delay for one or more Works may exceed ten percent (10%) of the Subcontract Price of one or more Works, but shall not exceed ten percent (10%) of the Subcontract Price.

* 1. **Shortfall in Performance**
     1. The Subcontractor shall pay liquidated damages for Shortfall in Performance as indicated in Technical Specification.
  2. **Limitation on Aggregate Liquidated Damages**

* + 1. The aggregate amount of liquidated damages pursuant to Article 13.1 (Liquidated Damages for Delay) herein may exceed ten percent (10%) of the Subcontract Price for the respective Works, but shall not exceed ten percent (10%) of the Subcontract Price.
    2. The aggregate amount of liquidated damages pursuant to Article 13.2 (Liquidated Damages for Shortfall in Performance) herein shall not exceed in the aggregate fifteen percent (15%) of the Subcontract Price.
    3. The aggregate amount of liquidated damages for delay in completion of the Work pursuant to Article 13.1 (Delay in Equipment Delivery Schedule) herein, for a shortfall in the Performance Guarantees pursuant to Article 13.2 (Liquidated Damages for Shortfall in Performance) herein shall not exceed twenty five percent (25%) of the Subcontract Price.
  1. **Acknowledgement of the Parties**
     1. The Subcontractor hereby acknowledges and agrees that any defect in or failure of a Works or the Works to satisfy the Technical Specifications shall cause the Company substantial damage. The Parties acknowledge that time is of the essence in this Subcontract. The Subcontractor and the Company agree that the amounts fixed as liquidated damages, but not as penalty, for each such schedule and guarantee under this Subcontract are reasonable, considering damages that the Company would sustain in the event of failure to satisfy each such schedule and guarantee and that such amounts are agreed upon and fixed as liquidated damages. The Parties agree that these are genuine pre-estimates of the losses and damages which will be suffered on account of the breach of such schedule and guarantees and the prescribed amounts of such liquidated damages shall be payable.

* 1. The liquidated damages pursuant to this Article shall be invoiced by the Company and payment must be made by the Subcontractor on demand by the Company, within fifteen (15) days of the date of invoice.
  2. The Company shall have the right, in its sole discretion, to offset all liquidated damages against and deduct such liquidated damages as back charges from any amounts due or payable by the Company under this Subcontract or to invoke and draw on the Performance Bond and/or the Guarantee Bond or any other securities available to the Company for payment of any such liquidated damages without any demur, protest and/or objection by the Subcontractor. The Company may, by written notification to the Subcontractor without prejudice to any other method of recovery and without the need for dispute resolution proceedings, make such deductions from any money in its hands. Due to or which may become due to the Subcontractor.
  3. The Subcontractor waives any defence to non-performance of its obligation to pay liquidated damages pursuant to the Subcontract on the ground of alleged invalidity or unenforceability of provisions relating to payment of liquidated damages based on any theory or law or otherwise.
  4. The Subcontractor accepts and agrees to such liquidated damages as liquidated damages and shall not dispute such liquidated damages in any proceedings under the Subcontract.
  5. The payment of liquidated damages shall not in any way relieve the Subcontractor from any of its obligations to complete each of the Works, and the Project or from any other obligations and liabilities of the Subcontractor under this Subcontract. Each of the liquidated damages set forth in this Article 13 (Liquidated Damages) shall be independent and shall be levied concurrently as applicable.
  6. If the Subcontractor fails to commence or to proceed with Works as per the agreed terms, then the Company may, after having served a seven (7) days’ notice to the Subcontractor, terminate the Subcontractor’s employment under the Subcontract and expel it from the Site. The Works shall be terminated by the Company at the Subcontractor’s risk for the damages arising from Subcontractor’s default for the amount exceeding the maximum aggregate sum of the applicable liquidated damages.

1. **Warranty** 
   1. TheSubcontractor shall assume all obligations and liabilities for its portion of the Project Work as per the terms and provisions included in the Contract concerning the Company’s warranty and liability for defects toward the Customer.
   2. TheSubcontractor expressly warrants that all the items supplied under this Subcontract shall conform to the Subcontract, the Technical Specifications, and the other Subcontract documents, together with its valid amendments and variations. The Work shall be performed in a professional manner with workmanship consistent with skill, care, diligence and sound construction practice to be expected from appropriately qualified and experienced personnel and that, when completed, the Work shall conform to the requirements of this Subcontract and shall be in accordance with applicable codes and Good Industry Practises.
   3. The Subcontractor hereby represents, warrants and agrees that, in the execution and performance of the Work, it has complied with and will comply with any and all Applicable Law, rules and regulations and shall hold all Applicable Permits and with those set forth by this Subcontract and that if it should be determined that in the execution or performance of the Work, the Subcontractor has violated any such Applicable Law, Applicable Permits, Environmental Standards, rules and regulations applicable thereto, the Subcontractor shall save and hold the Company and the Customer harmless from all damages or penalties resulting from any violations there of committed by the Subcontractor, its sub-subcontractors or their employees and agents in the execution and performance of the Work and shall make good to any loss or expense incurred by the Company and/or the Customer due to such breach or violation or omission.
   4. The Subcontractor warrants its supply for a period equal to twelve (12) months from Taking Over Certificate till the issue of Defect Liability Certificate by the Customer unless otherwise agreed in the Subcontract.
   5. If defects in workmanship, title, errors, and omissions or violation are discovered at any time during the execution or performance of Works or during the guarantee period, the Subcontractor, at receipt of notification from the Company, shall, at its sole cost and expense, promptly correct, repair or replace defective items including that of mobilization, demobilization, dismantling and reinstalling, as may be applicable. The Company shall allow the Subcontractor free access to the Site at reasonable times and shall grant the Subcontractor the necessary and reasonable time. So far as may be practical, such Work will be done with a minimum of interference with Site operations.
   6. If the Subcontractor fails after one (1) weeks’ notice to proceed promptly with the correction, repair or replacement of any defective items, materials or workmanship, or if operational or safety reasons require immediate action, the Company or other any other Person suitable to the Company may replace or repair such items or materials at the sole cost to the Subcontractor.
   7. The Subcontractor’s liability for the items which the Subcontractor may have corrected, repaired or replaced shall continue for a period of twelve (12) months following the date of Defects Liability Certificate issued by the Customer, of such corrected, repaired, replaced items or workmanship.
   8. The Subcontractor agrees that during the period of contractual warranty (including the possible extension) and further for the life period of the Project where the products supplied by the Subcontractor are use, to sell the respective spare parts solely and exclusively to the Company and shall not supply, directly or indirectly, any spare parts and any other kind of material connected to the Subcontract to any other Person and/or supplier and/or directly to the Customer. It is explicitly understood by the Subcontractor that the Company shall be the only and the exclusively supplier for the spare parts connected with the Subcontract to the Customer.
   9. The Subcontractors understands and agrees that the breach of Article 14.8 shall be considered as a material breach of the Subcontract and the Company shall be entitled to recover from the Subcontractor any and all consequent direct and indirect damages including loss of profit. In this regard, the Subcontractor agrees that in respect of the obligation described under Article 14.8 and within the extent permitted by the Applicable Law, no limitation of liability shall apply in favour of the Subcontractor.
2. **Subcontractor's Representation and Warranties**
   1. By accepting the Subcontract the Subcontractor hereby represent and warrants as follows:
      1. The Subcontractor is fully aware of contractual obligations it assumes upon accepting the Subcontract.
      2. The Subcontractor is duly organised, validly existing and in good standing under the Applicable Law of the jurisdiction of its formation and is authorised to do business at the Site. The Subcontractor has full power, authority and legal right to execute and deliver and perform its obligations under the Subcontract. The Subcontract including its Technical Specifications, annexures, schedules and the other Subcontract documents has been duly authorised, has been duly executed and delivered by its legal representative and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms.
      3. The execution and delivery of, and performance by the Subcontractor of its obligations under this Subcontract will not result in a violation of, or be in conflict with, any provision of its organisational or authorising documents or constitute a default under any contract, agreement or other instrument to which it is a party or by which it is bound, or result in a violation of, or be in conflict with, any term or provision of any Applicable Law.
      4. The Company is not in default under any mortgage, loan agreement, deed of trust, indenture or other agreement evidencing indebtedness to which it is a party or by which it is bound, or in violation of, or in default under, any Applicable Law, which default or violation would materially and adversely affect its ability to perform its obligations under the Subcontract.
      5. The Company has necessary experience in the engineering, procurement and construction comparable to the Project and is or are fully qualified to perform the Work in accordance with the Subcontract, including having the requisite technical support, personnel and capacity.
      6. There are no actions, suits, proceedings or investigations pending, or, to the Subcontractor’s knowledge, threatened against it at law or in equity before any court or before any Competent Authority whether or not covered by insurance which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under the Subcontract. The Subcontractor has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any Competent Authority which may result in any such materially adverse effect or such impairment.
      7. The Subcontractor owns or possesses all of the patents, designs, trademarks, service marks, trade names, copyrights, licenses, franchises, permits and rights with respect to the equipment and necessary to perform the Work and to carry on its business as presently conducted and presently planned to be conducted without conflict with the rights of others.
      8. The Subcontractor has complied with all Applicable Law such that it has not been subject to any fines, penalties, injunctive relief or criminal liabilities which in the aggregate have materially affected its business operations or financial condition or its ability to perform the Work.
      9. No approval, authorisation, order or consent of, or declaration, registration or filing with any Competent Authority, or any approval of voters by referendum or otherwise, is required for the valid execution and delivery by the Subcontractor of this Subcontract.
      10. To directly execute the scope of the Subcontract with its own personnel and that all personnel utilized are regularly employed and registered in their registration and pay roll with the qualifications corresponding to their assigned activities.
      11. The Subcontractor has satisfied itself of the correctness and sufficiency of the Subcontract Price.
      12. The Subcontractor has taken all necessary steps to ensure that the Owner is not subjected to litigation or any threat of litigation.
      13. The Subcontractor has gained information on all conditions which could influence Work to be done and relative costs so renouncing to any reserves or claims whatsoever to this end.
3. **Transfer of Subcontract**
   1. Any and all sub-subcontractors must be explicitly authorised and approved by the Company and the Customer. The Subcontractor agrees that before proceeding to appoint and engage any sub-subcontractor, it shall advise the Company the name and the details including the documentation of the Person which it intends to appoint and engage as the sub-subcontractor for the prior approval of the Company and the Customer.
   2. The Subcontractor agrees that any eventual changes in the sub-subcontracted works as well as assigned Person for them must be authorised beforehand by the Company and the Customer. Persons who are not approved by the Company/Customer shall not be employed either directly or indirectly in any way for the performance or the execution of the Works.
   3. The Subcontractor agrees that a reasonable time shall be granted to the Company and the Customer to consider its proposal of subcontracting its part of Work to a sub-subcontractor. The Subcontractor further agrees that it shall not be allowed to appoint and engage more than one (1) sub-subcontractor for each single activity.
   4. In any case the Subcontractor is forbidden to transfer assign or however dispose of the Subcontract or any of its rights or obligation, in part or in full, without the prior written consent of the Company. If the Subcontractor should be party in breaching these directives the Company shall have the right to cancel and terminate the Subcontract.
   5. The Company reserves the right to transfer the Subcontract to any Person it deems fit, at any time at its sole discretion.
4. **Indemnification**
   1. With the acceptance of the Subcontract, the Subcontractor agrees to indemnify and keep indemnified and hold harmless the Company, for a term of ten (10) years from the date of execution of this Subcontract, for any and all losses, demands or claims that may be suffered by the Company on account of (but not limited to) the following:
      1. the Works, or any defect, deficiency or inadequacy in the said Works executed and performed by the Subcontractor for the Company;
      2. any defect, deficiencies or inadequacies in the drawings, plans, design, concepts, process and documentations etc. provided by the Subcontractor to the Company;
      3. the breach by the Subcontractor of any of its obligations, representation, warranty, covenant, or performance obligations under this Subcontract;
      4. any third party claims, arising out of or on account of death, bodily injuries or interference with, or damage to, property etc. resulting in any way from the willful or negligent acts or omissions of the Subcontractor, the Subcontractor’s subcontractor (sub-subcontractor), agents, representatives, personnel or employees etc.;
      5. any claim or demand made by any Person or entity working for or under the Subcontractor;
      6. any claim arising from, but not limited to, the failure of the Subcontractor to comply with any Applicable Law, Applicable Permits, Environmental Standards governing the Works required to be performed and executed by the Subcontractor;.
   2. With acceptance of this Subcontract, the Subcontractor also releases and indemnifies, defends and holds harmless the Company and its subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney’s fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental to the performance of this Subcontract, whether arising before or after completion of the Works hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Subcontractor, its subcontractors or of anyone acting under its direction or control or on its behalf.
5. **Insurance**
   1. The Subcontractor agrees to obtain, subscribe and submit such insurance policies commencing from the effective date of the Subcontract until the end of the Defect Liability Period from an insurance company in form and substance reasonably acceptable to the Company in compliances with the Applicable Law and the provisions of the Subcontract.
6. **Suspension** 
   1. The Subcontractor agrees that the Company shall have the right to suspend performance or execution of the Works, in whole or in part, at any time by a written request to the Subcontractor.
   2. The Subcontractor shall immediately suspend the performance or execution of the Works upon the written request by the Company and during the suspension period shall properly store, preserve, protect and otherwise secure the Works and insure the same. The Subcontractor agrees to resume performance of the Works when directed to do so upon a written request of the Company.
   3. The Subcontractor, during the suspension period shall be entitled to compensation for all those cost occurred during the suspension period that are reasonable direct cost for the Subcontractor in complying with its duties and obligations.
   4. The Subcontractor agrees that it shall not be entitled to any additional cost or compensation if such suspension is attributable to its acts of breach, default, negligence, failure or omission. In such a case, the Subcontractor shall in no event be entitled to claim direct, indirect, incidental or consequential damages, including loss of profit or opportunity.
7. **Termination**
   1. The Company shall be entitled to rescind or terminate the Subcontract in advance at any time and at its sole judgement and discretion, by informing the Subcontractor in writing, specifying the effective termination date. The Subcontractor shall be entitled only and exclusively to the payment of the amounts calculated on the basis of what is indicated in Article 7 (Subcontract Price), for all contractual activities carried out satisfactorily until the termination date, by submitting the related documentation.
   2. The Company shall acquire ownership from the effective date of termination of all Works completed by the Subcontractor as per the Subcontract, the Technical Specifications and its related documents until such effective date of termination.
   3. The Company, in addition to the above Article shall have the right to terminate the Subcontract for cause in event of any breach, default, negligence, failure or omission of the obligations or the representation and warranties of the Subcontractor in accordance with the Subcontract. The Company, upon such a termination, shall have the right to complete the Works either by itself or through any Person it deems fit at the sole cost and consequences of the Subcontractor in addition to the right to reimbursement of any damages that it may incur either directly or indirectly in relation thereto. Any such termination shall be without prejudice to any other right of the Contractors towards the Subcontractor under the Subcontract or Applicable Law.
   4. The Subcontractor agrees that it has not right to terminate the Subcontract under any circumstances whatsoever.
8. **Taxes & Duties**
   1. Any taxes, expenses and customs relevant to the Subcontractor’s for the Work, if applicable, shall be at its sole charge.
9. **Consequential Losses & Limitation of Liability**
   1. Save as otherwise stated in the Subcontract, there shall be no liability for the Company towards the Subcontractor for loss of production, loss of profit, loss of use, loss of contracts, loss of opportunity, loss of financing or for any other consequential, indirect or incidental losses whatsoever.
10. **Liens**
    1. The Subcontractor shall protect, promptly indemnify and hold the Company harmless from and against any and all liabilities for the payment of the amount of any lien, charge or encumbrance of any kind whatsoever claimed against the property of the Company performed or executed by the Subcontractor or by any of its sub-subcontractors, sub-suppliers or by their respective employees or agents
11. **Confidentiality & Secrecy**
    1. Confidential Information means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Subcontractor, pertaining in any manner to the business of the Company and/or the Customer or the Company’s and/or the Customer’s affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as confidential by the Company or the Customer or otherwise provided by the Company or the Customer. Confidential Information (collectively referred to as the “**Confidential** **Information**”) includes, without limitation, the following:
       1. All documents, books, papers, drawings, plans, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Subcontractor by the Company, as well as written or verbal instructions or comments and all reports, investigations, designs, information, correspondence and/or documents prepared by the Subcontractor with respect to and in process of the execution and performance of the Works by the Subcontractor for the Company under the Subcontract; and
       2. Corporate policies, procedures and presentations, schematics, techniques, employee suggestions, development tools and processes, business policies and practices, computer printouts, computer programs, design drawings and manuals, and improvements. Information about costs, profits, markets and sales, and plans for future development and new product concepts.
    2. The Subcontractor shall not disclose such Confidential Information as defined herein above to any Person, other than its employees who need to know the information in relation to the performance and execution of Works for the Company after ensuring adequate safeguards to maintain the confidentiality of such information. This Article shall bind the Subcontractor even after the completion, early expiration or termination of the Works for a period of ten (10) year and all the documentation as above described shall be returned to the Company. The same clause shall be applicable to sub-subcontractors and the Subcontractor shall bind itself to enclose the same provision in its sub-subcontract with the sub-subcontractor. If so required by the Company, the Subcontractor and its sub-subcontractors shall sign for acceptance the same Confidentiality & Secrecy as indicated in the Contract.
    3. The Subcontractor acknowledges that disclosure of Confidential Information contrary to the terms of this Subcontract may cause irreparable harm to the Company for which damages at law may not be an adequate remedy, and agrees that the provisions of this Subcontract prohibiting disclosure and use of the Confidential Information shall be specifically enforced by a court of competent jurisdiction, including by way of injunctive relief.
    4. The Subcontractor agrees that it will take all reasonable measures:
       1. To protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain. Such measures shall include the highest degree of care that it would take to protect its own Confidential Information of a similar nature, but in no event less than reasonable care;
       2. Keep the Confidential Information being as far as is reasonably possible separate from all other documents and information the Subcontractor may hold;
       3. Not to duplicate the Confidential Information; and
       4. Not to disclose to any Person either the fact of the discussions that may be taking or have taken place with respect to Works to be executed of preformed for the Company and/or the Customer.
       5. To protect the Confidential Information against unauthorized disclosure or use.
       6. To notify the Company of any unauthorized disclosure or use of any Confidential Information that comes to the Subcontractor’s attention;
       7. To take all action as the Company may request to prevent any further unauthorized disclosure or use of such Confidential Information.
       8. Not to divulge such information to any person or use such information other than for carrying out the purposes of this Subcontract, without prior approval or written consent of the Company.
    5. In the event that the Subcontractor is requested or required by a Competent Authority to disclose any of the Confidential Information of the Company and/or the Customer, the Subcontractor shall give prompt notice to the Company so that the Company may seek a protective order/injunction or other appropriate relief. In the event that such protective order is not obtained, the Subcontractor shall disclose only the portion of the Confidential Information, which it is legally required to disclose.
12. **Copyright & Patent**
    1. All drawings, plans, study reports, models, photographs, sketches, concepts, process and documents etc. prepared by the Subcontractor under this Subcontract shall remain the property of the Company/Customer and the Subcontractor shall have no right of ownership on the same and will not claim any right thereof. All documents and processes issued by the Company/Customer will remain to be the property of the Company/Customer, and the Subcontractor is not authorized to disclose, distribute or make commercial use of the documents without the written consent of the Company/Customer. The Subcontractor acknowledges the Company’s/Customer’s copyright on the documents and the patent rights on the process and agrees not to disclose or use such documentation and/or processes except as necessary to conduct work associated with this Project. The said Subcontract Price paid to the Subcontractor under this Subcontract by the Company shall deemed to be an adequate consideration of all drawings, plans, study reports, models, photographs, sketches, concepts, process and documents etc. prepared and developed by the Subcontractor for the Company/Customer.
    2. The Subcontractor shall indemnify the Company and the Customer against all expenses, loss, costs, claims or proceedings suffered or incurred by the Company and/or the Customer arising out of or in connection with the infringement or alleged infringement of any copyright, registered design, patent or other intellectual property rights of third parties if or when used by the Subcontractor in connection with the Work required to be provided or performed under this Subcontract.
13. **Force Majeure**
    1. Neither Party hereto shall be liable to the other for delay or failure to perform or execute the Work caused by an event or occurrence of Force Majeure. As used herein, “**Force Majeure**” shall mean any cause or circumstances outside the reasonable control of the Party seeking the protection of this clause including, but not limited to hostilities, restraint of rulers or people, revolution, terrorism, civil commotion, strike, labour disturbances, epidemic, accident, fire, lightning, flood, wind, storm, earthquake (and any Act of God), explosion, blockade or embargo, or any law, proclamation, regulation or ordinance, demand, act or requirement of any government having or claiming to have jurisdiction over the subject matter of this Subcontract or over the Parties hereto.
    2. The Party whose performance is affected by an event of Force Majeure shall promptly notify the other Party of the existence and cessation of such event. The Parties shall take all reasonable steps within their power to recommence performance of the Subcontract following an event of Force Majeure.
    3. Force Majeure shall not include financial distress of either party or the inadequate or delayed performance by either Party unless such circumstance has itself been caused by a Force Majeure incident. The burden of proving the existence and extent of a Force Majeure event shall rest with the Party claiming its performance to be so affected.
14. **Publicity**
    1. The Subcontractor shall not make or publish news, releases or issue other advertising pertaining to the Subcontract without first obtaining the written approval of the Company.
15. **Subcontract Acceptance**
    1. The Subcontractor must return to the Company as a sign of acceptance, the second original of the Subcontract with the Subcontractor’s stamp and signature on every page, without any exception, included:
       1. Special Conditions of Subcontract;
       2. General Conditions of Subcontract;
       3. Copy of Technical Specification & Drawings, Work Schedule and of the Approval Declaration Clauses with Subcontractor's stamp and signature on every page;
       4. The HSE Manual of the Contractor;
       5. Copy of any other Subcontract Document: with Subcontractor’s stamp and signature on the first and last page;
    2. Any previous exchanges of correspondence, instructions or information exchanged between the Parties as well as any document also following this, containing changes to this Subcontract which are not confirmed in writing by Company will not have any contractual validity.
16. **Governing Law & Disputes**
    1. The laws for the time being in force in the country where the Site is located shall apply to the performance of the Subcontractor’s Work on the Site. Such laws include without limitation any ordinance, rule, decree, regulation or order of any governmental authority or agency (state, national, municipal, local or other).
    2. TheSubcontractor shall not under any circumstances, enter into negotiations with any governmental authority or agency to develop acceptance of variations or revisions to the laws/rules of aforesaid country without the prior approval of the Company.
    3. The interpretation and implementation of the Subcontract and legal relations among the Parties thereto shall be governed by the laws of UAE. All disputes arising in connection with the Subcontract shall be finally settled under the rules of conciliation and arbitration of the Dubai International Arbitration Centre by a sole arbitrator appointed in accordance with said rules. The award of the Arbitrator shall be final and binding upon both the Parties. The venue of Arbitration shall be in Dubai, UAE and the proceedings shall be conducted in the English language only.
    4. The Court of Arbitration shall consider the provisions of the Subcontract and of all arrangements between the Parties hereto or certain of them implementing or relating to this, as well as the provisions of the Contract with the Customer.
    5. In any event, the Subcontractor agrees that the performance and execution of the Works shall continue during any expert’s determination or arbitration proceedings.
17. **Coming into Force**
    1. The Subcontract will become operative upon the date the Company receives, from the Subcontractor, the second original of the Subcontract documents undersigned by the Subcontractor according to provisions in Article 28 (Subcontract Acceptance).
18. **Language**
    1. For correspondence and notifications related to the Subcontract, the Parties shall use the English language only. The technical documentation belonging to the Subcontractor shall be in the language as indicated in the Technical Specifications.
19. **Notifications**
    1. All eventual correspondence sent by the Subcontractor to the Company shall be addressed to the Company Site Representative with a copy to \_\_\_\_\_\_\_ of the Company at \_\_\_\_\_\_\_\_.
20. **Relationship**
    1. The Subcontractor agrees that it shall at all times act as and be deemed to be an independent Subcontractor for all purposes of this Subcontract and this Subcontract does not confer and shall not be construed to create any principal-agent or employer-employee relationship between the Parties. Nothing in this Subcontract shall be deemed to constitute a partnership between the Parties or constitute any Party as the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party (or any of its affiliates) in any manner. The Subcontractor shall not perform any act nor make any representation to any third party to the effect that the Subcontractor or any of its agents, representatives, or employees are the agents of the Company.
21. **Severability**
    1. If any term or provision of this Subcontract or the application thereof to any Person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Subcontract, or the application thereof to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Subcontract shall be valid and be enforced to the fullest extent permitted by law.
22. **No waiver**
    1. The failure of either Party to insist, in any one or more instances, on the performance of any obligation or right under this Subcontract shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
23. **Amendments & Variations**
    1. No amendment, variation or modification to this Subcontract shall be effective and binding unless and until it is reduced to writing and is executed by the duly authorized representatives of Parties.
24. **Survival**
    1. Rights and obligations accrued prior to expiry or termination of the Subcontract and all rights and obligations, which by their nature are intended to survive the expiry or termination of the Subcontract, shall survive such expiry or termination.
25. **Non-Solicitation**
    1. Neither Party shall offer employment to any employee/s of the other Party during the term of this Subcontract or during the period of two (2) years after the expiry of this Subcontract, without the prior written consent of the other Party.

**Subcontractor’s Acceptance**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature & Company Seal

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_