

ANNEXURES TO THIS AGREEMENT

1. ANNEXURE A – DRAWINGS

Project Drawings related to the Subcontract Works (as listed in the attached Subcontract Tender Document and issued to the Subcontractor through TBMS portal) shall form part of this Annexure.

2. ANNEXURE B – SPECIFICATIONS

Project Specifications related to the Subcontract Works (as listed in the attached Subcontract Tender Document and issued to the Subcontractor through TBMS portal) shall form part of this Annexure.

3. ANNEXURE C – BOQ / PRICE BREAKDOWN

As attached hereto.

4. ANNEXURE D – PROGRAM OF SUBCONTRACT WORKS

As attached hereto.

5. ANNEXURE E – SUBCONTRACTOR'S OFFER

The Subcontractor's Offer including Clarifications/Addendums (if any), Specific Tasks Compliance Sheet, and Responsibility Matrix shall form part of this Annexure. However, in case of conflict between the terms and conditions between this Agreement and the Subcontractor's Offer, the terms and conditions of this Agreement shall prevail. Exclusions from Subcontractor's offer, which are not covered under responsibility matrix, Responsibility Matrix, compliance sheets are part of this Agreement.

6. ANNEXURE F – SAFETY VIOLATION SCHEDULE

No.	Safety Violation	Fine
<i>Very High Risk Violations</i>		
1	Working on incomplete scaffold.	AED 5,000
2	Working at height without standard and approved edge protection or safety harness	AED 5,000
3	Improper electrical connections and cables for machines and tools/cable road crossing	AED 5,000
4	Using lifting gears and cranes without valid certificates of equipment and people	AED 5,000
5	Usage of rotating equipment/machineries and electrical tools without guard.	AED 5,000
<i>High Risk Violations</i>		
6	Workmen performing job in a dangerous manner. Likely to cause major or fatal injury to self or others	AED 1,000
7	Failure to provide trench protection for deep excavation.	AED 1,000
8	Driving vehicles and equipment without valid license and certificates	AED 1,000
9	Insufficient lighting for night work	AED 1,000
10	Insufficient distance between trench and road/heavy vehicle movement area	AED 1,000
11	No rebar caps on protruding rebars less than 1.5 meter	AED 1,000
12	No certified riggers	AED 1,000
13	Non compliance with other authority requirements	AED 1,000
14	No proper and approved fire protection system for offices and equipment	AED 1,000
15	Any activity carried out by untrained personnel wherever required by Law	AED 1,000
16	Using unsafe access to trench	AED 500
17	Using non standard ladders	AED 500
18	Waste not kept segregated and not kept in identified place.	AED 500
<i>Medium Risk Violations</i>		
19	DG set at site without containment facility, fire safety measures and metallic shade	AED 500
20	Unhygienic conditions of welfare facilities (rest area, toilets and drinking water cooler)	AED 500
21	Stock pile not covered/not watered to avoid dust	AED 500
22	Discharge of water to sea without sedimentation	AED 500
23	Improper housekeeping on site / spillage of trash	AED 500
24	Working under suspended loads	AED 500
25	Non-compliance of approved HSE plan, method statement and risk assessment	AED 500
<i>Low Risk Violations</i>		
26	Washing of concrete mixer at unauthorized place	AED 250
27	Putting waste/debris/concrete in the unauthorized area	AED 250

No.	Safety Violation	Fine
28	Smoking at work area	AED 250
29	Spillage of diesel / oil in the site	AED 250
30	Usage of machineries at site with abnormal emissions, noise and leakage	AED 250
31	Oil changing/repairing activities at site without any measures for spillage protection	AED 250
32	Shifting of rebars, or non standard handling of heavy loads using JCB (double fine next time)	AED 250
33	Violating alcohol and drug policy	AED 250
34	Not conducting tool box talk by foreman / supervisor	AED 250
35	Working at site before getting HSE induction from Trojan	AED 250
36	Inadequate signage	AED 250
37	PPE violations	AED 100
38	Speeding at site beyond the limit	AED 100
39	Fighting in Project site area	AED 100
40	Littering on site	AED 100
41	Any fine by Employer / Authorities attributable to the Subcontractor	As per actual

7. **ANNEXURE G – FORM OF BANK GUARANTEE**

FORM OF ADVANCE PAYMENT GUARANTEE

Beneficiary:

Dear Sir,

At the request of M/s, P.O. Box (hereinafter called "Subcontractor"), we (Bank) hereby undertake to guarantee the payment of AED as a maximum which represents the amount of advance payment under Subcontract Ref.

We undertake to pay you any sum up to the amount mentioned above upon your first written demand stating that the advance payment made to the Subcontractor has not been fully recovered, notwithstanding the existence of any dispute whatsoever and/or objections of the Subcontractor.

This guarantee shall come into effect from the date advance payment is made to Account No: of the Subcontractor with us. As and when the advance payment is recovered from the progress payments then this guarantee shall automatically be reduced to the extent of such recovery. This guarantee shall be valid until (date) or until the advance payment has been fully recovered (whichever is the later), after which date our liability shall automatically cease.

Claims, if any, under this guarantee must be presented to us through your bankers with your signature(s) on the claim letter duly verified by them, along with the original guarantee and amendments, if any. This guarantee shall be governed by and interpreted in accordance with the Laws of United Arab Emirates as applicable in the Emirate of Abu Dhabi.

Yours faithfully,
For Bank

FORM OF PERFORMANCE GUARANTEE

Beneficiary:

Dear Sir,

At the request of M/s, P.O. Box (hereinafter called "Subcontractor"), we (Bank) hereby undertake to guarantee the payment of AED as a maximum which represents the amount of performance security under Subcontract Ref.

We undertake to pay you any sum up to the amount mentioned above upon your first written demand stating that the Subcontractor has failed to fulfill the terms and conditions of the Subcontract, notwithstanding the existence of any dispute whatsoever and/or objections of the Subcontractor.

This guarantee shall come into force on the date hereof and shall be valid until (date) or until you advise us in writing that the Subcontractor has fulfilled all its obligations under the Subcontract (whichever is the later), after which date our liability shall automatically cease.

Claims, if any, under this guarantee must be presented to us through your bankers with your signature(s) on the claim letter duly verified by them, along with the original guarantee and amendments, if any. This guarantee shall be governed by and interpreted in accordance with the Laws of United Arab Emirates as applicable in the Emirate of Abu Dhabi.

Yours faithfully,
For Bank

---END OF ANNEXURES---