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**STANDARD DOCUMENTS FOR BUILDING AND CIVIL ENGINEERING WORKS**

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STANDARD CONDITIONS OF CONTRACT

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STANDARD CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

Definitions

1. (1) In the Contract, as hereinafter defined , the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires;-

(a) "Employer" means the Government of the Sultanate of Oman and the legal successors in title to the Employer who will employ the Contractor. The address of the Employer shall, for the purpose of the Contract, be deemed to be.....

.....

(b)"Contractor" means the person or persons, firm or company whose tender had been accepted by the Employer and includes the Contractor's representatives, successors and permitted assigns.

(i) Name and full address in the Sultanate of Oman (including Company Registration Particulars).

.....  
.....  
.....

(ii) Registered address of Head Office(if different from above).

.....  
.....  
.....

(c') "Engineer" Means

.....  
.....  
.....

Or other person, persons or firm appointed from time to time by the Employer and notified in writing to the Contractor to act as the Engineer for the purposes of the

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Contract in Place of the said Engineer.

(i) Full address in the Sultanate of Oman (including Registration Particulars)

.....  
.....  
.....

(ii) Registered Address of Head Office (if different from above)

.....  
.....  
.....

- (d) "Engineer's Representative" means any assistant of the Engineer, appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 2 hereof, whose authority shall be notified in writing to the Contractor by the Engineer.
- (e) "Works" shall include both Permanent Works and Temporary Works.
- (f) "Contract" means the Instructions to Tenderers, Standard Conditions of Contract, Specification, Drawings, prices Bill of Quantities, Schedule of Rate and Prices, if any Tender, Letter or Acceptance and the Form of Agreement.
- (g) "Contract Value" means the sum named in the Letter of Acceptance.
- (h) "Contract Price" means the Contract value, subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- (i) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the Works but does not include materials or other things intended to form or forming part of the Permanent Works.

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- (j) "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the Works
  - (k) "Permanent Works" means the permanent works to be executed completed and maintained in accordance with the Contract.
  - (l) "Specification" means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the engineer.
  - (m) "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
  - (n) "Site" means the land and other places on, under, in or through which the Permanent Works or Temporary Works are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specially designated in the Contract as forming part of the Site.
  - (o) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.
  - (p) "Letter of Acceptance" means a letter from the Employer (Ministry concerned), subject to Sultanate Decree No.48/76 as amended, accepting the final offer of the Contractor

Singular and  
Plural

- (2) Words importing the singular only also include the plural and vice versa where the context requires.

Marginal Notes

- (3) The marginal notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of the Contract.

Cost

- (4) The word "cost" shall be deemed to include overhead costs whether on or off the site.

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## ENGINEER AND ENGINEER'S REPRESENTATIVE

Duties and Powers of Engineer 2. (1) The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract provided that before the issue of orders which either increase the Contract Price to an amount greater than the Contract Value or cause further increase in the Contract Price the Engineer shall have obtained the specific approval of the Employer as required by Sultani Decrees No. 48 of 1976 as amended unless such orders are issued pursuant to Clause 64 hereafter.

Duties and Powers of Engineer's Representative (2) The Engineer's Representative shall be responsible to the Engineer and his duties are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor, except as expressly provided in Clause 64 hereafter or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works.

The Engineer may from time to time in writing delegate to the Engineer's Representative any of the powers and authorities vested in the Engineer and shall furnish to the Contractor and to the employer a copy of all such written delegations of powers and authorities.

Provided always as follows:-

- (a) Failure of the Engineer's Representative to disapprove work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reverse or vary such decision.

Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Employer as though it had been given by the Engineer.

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## ASSIGNMENT AND SUB-LETTING

- Assignment 3. The Contractor shall not assign the Contractor or any part thereof, or any benefit or interest therein or thereunder, otherwise than by a charge in favor of the Contractor's bankers or any monies due or to become due under this Contract, without the prior written consent of the Employer.
- Sub-letting 4. The Contractor shall not sub-let the whole of the Works. Except where otherwise provided by the Contract, shall not sub-let any part of the Works without prior written consent of the Engineer, which shall not unreasonably withheld, and such consent, if given, shall not relive the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or work-men as fully as if they were acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this Clause.

## CONTRACT DOCUMENTS

- Language and Law 5. (1) (a) The Ruling Language unless stated otherwise shall be the language in which the Contract Document have been drafted.
- (b) All Correspondence between the Employer, Engineer and the Contractor shall be in both Arabic and English.
- (c) The Contract shall be governed by and construed in accordance with the Laws of the Sultanate of Oman.
- Documents Mutually Explanatory (2) Except if and to the extent otherwise provided by the Contract, the several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon. Provided always that if, in the opinion of the Engineer, compliance with any such instructions shall involve the Contractor in any cost, which by reason of any such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Engineer shall, subject to the provisions of Clause 2 (1), certify and the Employer shall pay such additional sum as may be reasonable to cover such costs.
- Custody of Drawings and Specification 6. (1) The Drawings and Specification shall remain in the sole custody of the Engineer, but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract the Contractor shall return to the Engineer all Drawings and Specification provided under the Contract.
- One copy of the Drawings and Specification to be (2) One copy of the Drawings and Specification furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other

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kept on Site

person authorized by the Engineer in writing.

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- |                                      |     |  |
|--------------------------------------|-----|--|
| Disruption of Progress               | (3) | The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.  |
| Delays and cost of delay of Drawings | (4) | If, by reason of any failure or inability of Engineer to issue within a time reasonable in all the circumstances any drawing or order requested by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay and/or incurs costs then the Contractor shall notify the Employer of such events and the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 44 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable. |
| Further Drawings and Instructions    | 7.  | The Engineer shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution, completion and maintenance of the Works. The Contractor shall carry out and be bound by the same.  |

#### GENERAL OBLIGATIONS

- |                                       |     |   |
|---------------------------------------|-----|---|
| Contractor's General Responsibilities | 8.  | (1) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute, complete and maintain the Works and provide all labour, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.<br><br>(2) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Engineer. |
| Form of Agreement                     | 9.  | The Contractor shall when called upon so to do enter into and execute a Form of Agreement, to be prepared and completed at the cost of the Employer, in the form annexed with such modification as may be necessary.  |
| Performance Bond or Guarantee         | 10. | For the due performance of the Contract, the Tender shall contain an undertaking by the Contractor to obtain within 28 days from the date of the Letter of Acceptance, a bond or guarantee of an insurance company or bank or bank registered in the Sultanate of Oman to be  |



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jointly and severally bound with the Contractor to the Employer in the sum of 5% of the Contract Value , the said insurance company or bank and terms of the said bond or guarantee shall be such as shall be approved by the Employer. The obtaining of such bond or guarantee and the

Cost of the bond or guarantee to be so entered into shall be at the expense in all respects of the contractor. Such bond or guarantee should be valid until the end of the Maintenance Period.

- Inspection of Site      11.      The Employer shall have made available to the Contractor with the Tender Documents such data on hydrological, sub-surface and climatic conditions as shall have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works. The Contractor shall nevertheless have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climate conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect his Tender.
- Sufficiency of Tender      12.      (1)      The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of quantities and the Schedule of Rates and Prices if any, which Tender rates and prices shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of the Works.
- Errors in Computing Tender      (2)      The Contractor shall be responsible for any error which he may make in computing any quantities of material and labour required or costs involved. The Contract Price shall not be allowed to be corrected for any errors made by the Contractor in calculating the Contract Value.
- Adverse Physical Conditions and Artificial Obstructions      (3)      Without prejudice to clause 11 hereof if during the execution of the Works the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions which conditions or obstructions could not, in his opinion, have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the Engineer's Representative.

If, in the opinion of Engineer, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, then the Engineer, subject to the provisions of Clause 2 (1) shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason such conditions, including the proper and reasonable cost.

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(a) Of complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and

(b) Of any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

The Contractor shall not take any measures to cover, bury or remove the effects of such conditions or obstructions until so instructed by the Engineer except in the event of there being an urgent need to undertake remedial or other works or repairs to reduce risks of injuries or damages to persons or property.

Works to be to the  
Satisfaction of  
Engineer

13. Save insofar as it is legally or physically impossible, the Contractor shall execute, complete and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions and direction only from the Engineer or, subject to the limitations referred to in Clause 2 here 2 hereof, from the Engineer's Representative.

Detailed Programme  
to be Furnished

14. (1) The Contractor shall, within 14 days of the notification of acceptance of his Tender, submit to the Engineer for his approval, a detailed programme showing the order of procedure in which he proposes to carry out the Works. The Contractor shall whenever required by the Engineer or Engineer's Representative furnish in writing for his information particulars of the Contractor's arrangements for the carrying out of the Works and of the Construction Plant and Temporary Works which the Contractor intends to supply or construct as the case may be.

(2) If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the approved programme referred to in sub-clause (1) of this Clause, The Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the Works within the time for completion as defined in Clause 43 hereof.

(3) The submission to and approval by the Engineer or Engineer's Representative of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his duties, responsibilities or liabilities under the Contract.

Contractor's  
Superintendence

15. The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the

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superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the agent from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive, on behalf of the Contractor, directions and instruction from

the Engineer or, subject to the limitations of Clause 2 hereof the Engineer's Representative.

Contractor's  
Employees

16. (1) The Contractor shall provide and employ on the Site in connection with the execution, completion and maintenance of the Works.
- (a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
- (b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution, completion and maintenance of the Works.
- (2) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any persons employed by the Contractor in or about the execution, completion or maintenance of the Works who in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer.
- (3) The Contractor's agent and a reasonable proportion of his technical assistants shall be capable of speaking, writing and understanding the language(s) of the Contract Documents.

A sufficient number of the foreman shall have a working knowledge of the language(s) spoken by the labour employed on the site.

Setting-out

17. (1) The Contractor shall be responsible for the true and proper setting-out of the Works from the information given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all necessary instruments, appliances and labour in connection therewith.

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If , at any time during the progress of the Works, any error shall appear or arise in the position, levels , dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer or the Engineer's Representative, shall at his own cost rectify such error to the satisfaction of the Engineer, or the Engineer's Representative, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting-out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks , sight-rails, pegs and other things used in setting-out the Works.

- Notice (2) The Contractor shall give to the Engineer not less than 24 hours notice of his intention to set out or give level for any part of the Works so that arrangements may be made for checking or issuing instructions.
- Boreholes and 18. If, at any time during the execution of the Works, the engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 51 hereof, unless an item or a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.
- Exploratory  
Excavation
- Safety and Security 19. The Contractor shall throughout the progress of the Works have full regard for the safety of all persons upon the Site and shall keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons and shall, inter alia, in connection with the Works provide and maintain at his own cost all lights, guards, fencing, warning signs and watching when and where necessary or required by the Engineer or the Engineer's Representative, or by any competent authority, for the protection of the Works, or for the safety and convenience of the public or others.
- Care of Works 20. (1) The Contractor shall take full responsibility for the care of the Works from the date of the commencement thereof until a date not exceeding 14 days from that stated in the Certificate of Completion for the whole of the Work pursuant to Clause 38 hereof. Provided that is the engineer shall issue a Certificate of Completion in respect of any part of the Permanent Works before he shall issue a Certificate of Completion in respect of the whole of the Works the Contractor shall cease to be responsible for the care of that part of the Permanent Works from a date not late than 14 days after the date stated in the Certificate of Completion in respect of that part and the responsibility for the care of that part shall pass to the Employer. Provided further that the Contractor shall take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Period of Maintenance until such outstanding work is completed.

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Responsibility for Reinstatement (2) In case any damage, loss or injury from any cause whatsoever, save and except the excepted risks as defined in sub-clause (3) of this Clause , shall happen to the Works, or to any part thereof, while the Contractor shall be responsible for the care thereof, the Contractor shall, at his own cost, repair and make good the same, so that within 14, days after completion the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. If in the opinion of the Engineer any such damage, loss or injury happens from any from any of the excepted risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provisions of Clause 65 hereof , repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any

Outstanding work or complying with his obligations under Clause 49 and 50 hereof.

Excepted Risks (3) The 'excepted risks' are war, hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of the Works, riot, commotion, or disorder, or use or occupation by the Employer of any part of the Permanent Works, or ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive , or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speeds , or any such operation of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as "the excepted risks".

Reinstatement Compensation Damager to Persons or Property (4) Unless stated otherwise, the Contractor shall reinstate all properties whether public or private which are damaged in consequence of the execution, completion and maintenance of the Works to a specified condition at least equal to that obtaining before his first entry on them.

If in the opinion of the engineer the Contractor shall have failed to take reasonable and prompt action to discharge his obligations in the matter of reinstatement the Engineer will inform the Contractor in writing of his opinion, in which circumstances the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or which shall become due from the Employer to the Contractor.

The Contractor shall refer to the Employer without delay all claims which may be considered to fall within the provisions of Clause 22.

Insurance of Works, etc. 21. Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the

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terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Period of Maintenance for loss or damage arising from a cause, occurring prior to the commencement of the Period of Maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligation under Clause 49 and 50 hereof:-

- (a) The works for the time being executed to the estimated Contract Price thereof, plus a further 15% to cover any additional expense of a nature incidental to the demolition, removal, restoration or repair of any such loss or damage, together with the materials for incorporation in the Works at their replacement value.
- (b) The Constructional Plant and other things brought onto the Site by the Contractor to the replacement value such Constructional plant and other things.
- (c) The Equipment, materials and other things being provided under separate contract or by nominated Sub-Contractors to the replacement value for incorporation in the Works from the time such equipment, materials and other things are taken over by the Contractor at the port, workshop or place of manufacture as the case may be.

Such insurance shall be effected prior to commencement of the Works with an insurer registered in the Sultanate of Oman and in terms to be approved by the Employer which approval shall not be unreasonably withheld, such terms shall exclude the exercise by the insurer of any right of indemnity against their or either of their servants, agents or employees, and the Contractor shall, whenever required, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

- Damage to Persons and Property 22. (1) The Contractor shall, except if and so far as the Contract provides otherwise, indemnify and keep indemnified the Employer and his servants agents or employees against all losses and claims in respect of injuries or damage to any persons or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution, completion and maintenance of the Works and against all claims, proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:-
- (a) The permanent use or occupation of land by the Works or any part thereof.
  - (b) The right of the Employer to execute the Works or any part thereof on, over, under, in or through any land.
  - (c) Injuries or damage to persons or property which are unavoidable result of the execution, completion or maintenance of the Works in accordance with the Contract.

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(d) Injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other Contractor for the damage or injury.

Indemnity by Employer (2) The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in proviso to sub-clause (1) of this Clause.

Member of Employer's staff etc. not Personally liable (3) Neither any member of the Employer's staff nor the Engineer nor any of his staff nor the Engineer's Representative shall be in any way personally liable to the Contractor for their acts or obligations under the Contract or answerable for any default or omission on the part of the Employer in the observance or performance of any of the acts matters or things which are contained in the Contract.

Third party Insurance 23. (1) Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities under clause 22 hereof shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer, or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying out of the Contract, otherwise than due to the matters referred to in the proviso to Clause 22 (1) hereof.

Minimum Amount of third Party Insurance (2) Such insurance shall be effected with an insurer registered in the Sultanate of Oman and in terms approved by the Employer; which approval shall not be unreasonably withheld, and for at least the amount stated in the Appendix to the Tender, per single accident with an unlimited number of accidents. The terms shall exclude the exercise by the insurer of any right of indemnity against their or either servants, agents or employees. The Contractor shall prior to commencement of Works, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for payment of current and subsequent premiums within 7 days of payment.

Provision to Indemnify Employer (3) The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Employer, the insurer will indemnify the Employer against such claims and any costs, charges, and expenses in respect thereof.

If the Employer pays any monies in respect of any such claims or demands as aforesaid the amount so paid and the costs incurred by the Employer shall be charged to and paid by the Contractor provided always that, the Employer shall if circumstances permit give to the Contractor reasonable opportunity of examining such claim or demand before payment. In the event of the Contractor disputing the payment, except payments made in accordance with a legal obligation or after approval of the Contractor, then the Contractor shall have the right to refer the matter in accordance with the provisions of Clause 67 hereof.

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Accident or Injury to Workmen	24.	(1)	<p>The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury or to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act of default of the Employer, his agents or Servants The Contractor shall indemnify and keep indemnified the employer against all such damages and compensation, save and except as aforesaid.</p> <p>and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.</p>
Insurance against Accident etc. to Workmen	(2)		<p>The Contractor shall insure against such liability with an insurer registered in the Sultanate of Oman and approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the engineer or the Engineer's Representative such policy if insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer or the Engineer's Representative, prior to commencement of works, such policy of insurance and the receipt for the payment of the current and subsequent premiums within 7 days of payment.</p>
Notification by Contractor	25.	(1)	<p>(a) The Contractor shall notify the insurers of any of the insurances referred to in Clauses 21, 23 and 24 hereof of any matter or event which by the terms of such insurances are required to be so notified and the Contractor shall indemnify and keep indemnified the employer against all losses, claims, demands, proceedings, costs , charges and expenses whatsoever arising out of or resulting from any default by the Contractor in compliance with the requirements of this Clause whether as a result of the avoidance of such insurance or otherwise.</p> <p>(b) The Contractor shall keep the Employer informed of all matters regarding claims submitted by him to the insurers wherein any advantage from insurance policies is claimed.</p>
Remedy on Contractors Failure to Insure	(2)		<p>If the Contractor shall fail to effect and keep in force the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under terms of the Contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt from the Contractor.</p>
Compliance with Laws Rules and Regulations	26.		<p>The Contractor shall conform in all respects with the Laws of the Sultanate of Oman and give all notices and pay all fee required therewith in relation to the execution of the Works and by the rules and Regulations of all public bodies and companies whose property or rights are affected in any way by the Works and shall keep the Employer indemnified against all penalties and liability</p>



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of every kind for breach of any such Law, rules, or regulations.

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- Fossils, etc. 27. All fossils, coins articles of value or antiquity, known structures and other remains or things of geological or archeological interest found on the site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery acquaint the Engineer's Representative's and carry out, subject to the provisions of Clause 2(1), the Engineer's Representative's order as to the disposal, or otherwise, of the same at the expense of the employer.
- Patent Rights and Royalties 28. The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement or any patent rights, design trademark or name or other protected rights in respect of any Constructional Plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, pro-ceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.
- Interference with Traffic and Adjoining Properties 29. All Operations necessary for the execution of the Works, especially work at night, shall so far as compliance with the requirements of the Contract permit, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible thereof.
- Extraordinary Traffic 30. (1) The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and materials from and to the Site shall be limited , as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges.
- Special Loads (2) Should it be found necessary for the Contractor to move one or more loads of Constructional Place, machinery or pre-constructed unites or parts of units of work over part of a highway or bridge, the moving whereof is likely to damage any highway or bridge, the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load onto such highway or bridge give notice to the Engineer or engineer's Representative of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge. Within fourteen days of the receipt of such notice

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The Engineer shall by counter-notice direct that such protection or strengthening is necessary or unnecessary, then the Contractor will carry out such proposals or any modification thereof that the Engineer shall require and, unless there is an item or are items in the Bill of Quantities for pricing by the Contractor of the necessary works for the protection or strengthening aforesaid, the costs thereof should be borne by the Contractor.

Settlement of  
Extraordinary Traffic  
claims

- (3) If during the execution of the Works or at any time thereafter any damage or loss shall occur due to any failure on the part of the Contractor to observe and perform his obligations under sub-clause (1) and (2) of this Clause, then the amount certified by the Engineer to be due to such failure shall be paid by the Contractor to the Employer.

Waterborne Traffic

- (4) Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provisions of this Clause shall be construed as though "highway" included a lock dock sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

Opportunities for  
Other Contractors 31.

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If, however, the Contractor shall, on the written request of the Engineer or the Engineer's Representative, make available to any such other contractor, or to the Employer's or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the Site, or provide any other service of whatsoever nature for any such, the Employer shall pay to the Contractor in respect of such use or service such sum or sums as shall, in the opinion of the Engineer, be reasonable.

Contractor to keep  
Site Clear 32.

During the progress of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

Clearance of Site on  
Completion 33.

On the completion of the Works the Contractor shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind, and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer (moreover after completion of the works approval of the Municipal Authorities should be obtained by the Contractor as to the hygiene and cleanliness of the Site and its surround) Nevertheless all buildings and equipment either provided or paid for by the Employer which form part of the Temporary Works shall where directed by the Engineer, be maintained in a reasonable condition and shall be handed over to the Employer.

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## LABOUR

- Engagement of Labour 34. (1) The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof in accordance with the Laws of the Sultanate of Oman.
- Supply of Water (2) The Contractor shall provide on the Site, to the satisfaction of the engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.
- Alcoholic Liquor or Drugs (3) The Contractor shall not, otherwise than in accordance with the Laws of the Sultanate of Oman for the time being in force, import, sell, give barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale gift, barter or disposal by his sub-contractors, agents or employees.
- Arms and Ammunition (4) The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
- Festivals and Religious Customs (5) The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
- Epidemics (6) In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, order and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- Disorderly Conduct, etc. (7) The contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.
- Observance by Sub-Contractors (8) The Contractor shall be responsible for the observance by his sub-contractors of the foregoing provisions.
- Return of Labour, etc. 35. The Contractor shall delivery to the Engineer's Representative, or to his office, at monthly intervals, a return in details in such form as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour employed and Constructional Plant used from time to time by the Contractor on the Site and such other information as the Engineer's Representative may require.

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## MATERIALS AND WORKSMANSHIP

- Quality of Materials and Workmanship and Tests
36. (1) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions.
- Provided that:
- (a) The Contractor shall purchase within the Sultanate of Oman during the currency of the Contract, either directly or through sub-contractors, a minimum 20% of his total requirement of materials of the required specification unless it is contractually not possible to do so. As proof thereof all invoices shall be submitted to the Engineer's Representative with those invoices for materials purchased in the Sultanate of Oman listed separately.
- (c) All machinery and equipment which is installed and incorporated as a part of the Permanent Works shall be manufactured by those companies who have agents in the Sultanate of Oman, for the subsequent regular maintenance and repair of the machinery and equipment.
- Conditions of Purchase of Machinery Materials and Equipment
- Test of Quality
- (2) All materials and workmanship shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or in the Site or at such other place or places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.
- Cost of Samples
- (3) All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract, but if not, then at the cost of the Employer.
- Cost of Tests
- (4) The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Contract and, in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill, is particularized in the Contract in sufficient detail to enable the Contractor to price or allow for the same in his Tender.
- Cost of Tests not Provided for, etc.
- (5) If any test is ordered by the Engineer which is either

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- (a) not so intended by or provided for, or
  - (b) (in the cases above mentioned) is not so particularized, or
  - (c) Though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the Site, the Laboratories of the Ministry of Commerce and Industry, or the place of manufacture or fabrication of the materials tested.

then the cost of such test shall be borne by the Contractor, if the test shows the workmanship or materials not to be in accordance with the

Provisions of the Contract or the Engineer's instructions, but otherwise by the Employer.

Inspection of 37. The Engineer and any person authorized by him shall at all times have access to the Works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.  
Operations

Examination of 38. (1) No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer's Representative shall, without unreasonable delay attend for the purpose of examining and measuring such work or of examining such foundations.  
Work before  
Covering up

Uncovering and 38. (2) The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause (1) of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering , making opening in or though, reinstating and making good the same shall be borne by the Contractor.  
Making Openings

Removal of 39 (1) The Engineer shall during the progress of the Works have power to order in writing from time to time  
Improper Work and  
Materials

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(a) The removal from the Site, within such time or times as may be specified in the order, of any materials which, in the opinion of the Engineer, are not in accordance with the Contract.

(b) the substitution of proper and suitable materials and

(c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract.

Default of Contractor in Compliance

(2) In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

Suspension of Work 40.

(1) The Contractor shall, on the written order of the Engineer, suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far as necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the Employer unless such suspension is

(a) otherwise provided for in the Contract, or

(b) necessary by reason of some default on the part of the Contractor, or

(c) necessary by reason of climatic conditions on the Site, or

(d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the Employer or from any of the excepted risks defined in Clause 20 hereof.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Engineer within twenty-eight days of the Engineer's order. The Engineer shall settle and determine such extra payment and/or extension of time under Clause 44 hereof to be made to the Contractor in respect of such claim as shall, in the opinion of the Engineer, be fair and reasonable and the Engineer's decision shall be final and binding.

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Suspension Lasting more than 90 days (2) If the progress of the Works or any part thereof is suspended on the written order of the Employer and if permission to resume work is not given by the Employer within a period of ninety days from the date of suspension then, unless such suspension is within paragraph (a), (b) (c) or (d) of sub-clause (1) of this Clause, the Contractor may serve a written notice on the Employer requiring permission within twenty eight days from the receipt thereof to proceed with the Works, or that part thereof in regard to which progress is suspended and, if such permission is not granted within that time, the Contractor by a further written notice so served may, but is not bound to, elect or treat the suspension where it affects part only of the Works as an omission of such part under Clause 51 hereof, or, where it affects the whole Works, as an abandonment of the Contract by the Employer.

#### COMMENCEMENT TIME, PROCEDURES AND DELAYS

Commencement of Works 41. The Contractor shall commence the Work on Site within the period named in the Appendix to the Tender after the receipt by him of a written order to this effect from the engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer, or be wholly beyond the Contractor's control.

Possession of Site 42. (1) Save insofar as the Contract may prescribe, the extent of portions of the Site of which the Contractor is to be given possession from time to time

and the order in which such portions shall be made available to him and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as a may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14 hereof, and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the Engineer, make and will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with the said programme or proposals , as the case may be. If the Contractor suffers delay or incurs cost from failure on the part of the Employer to give delay or incurs cost from failure on the part of the Employer to give possession in accordance with the terms of this Clause, the Engineer shall grant an extension of time for the completion of the Works and certify such sum as, in his opinion, shall be fair to cover the cost incurred, which sum shall be paid by the Employer.

Wayleaves, etc (2) The Contractor shall bear all costs and charges for special or temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.



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Use of Site	<p>(3) In particular but without in any way limiting or detracting from the foregoing the following provisions shall be deemed to apply to the possession and use of the Site:-</p> <p>(a) The Contractor shall maintain access for the inspection, operation and maintenance of any installations belonging to the Employer and not being part of the Contract which lie within the Site or elsewhere.</p> <p>(b) The Contractor shall not use any portion of the Site for any purpose not connected with the Works unless the prior written permission of the Employer shall have been obtained.</p> <p>(c) The lands and other places outside the Site which are the property of or under the control of the Employer shall be used strictly in accordance with the instructions of the Employer.</p>
Time for Completion	<p>43. Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 48 hereof within the time stated in the Contract calculated from the last day of the period named in the Appendix to the Tender as that within which the Works are to be commenced, or such extended time as may be allowed under Clause 4 hereof.</p>
Extension of Time for completion	<p>44. Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor; be such as fairly to entitle the Contractor to an extension of time for the completion of the Works, the Engineer shall determine the amount of such extension and the Engineer shall consult with and provide to the Employer a detailed written report giving the reasons for his decision to extend the completion date prior to notifying the Contractor Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within twenty – eight days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer’s Representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. Provided that the decision of the Engineer regarding extension of time shall be final and binding.</p>
No Night or Friday Work	<p>45. Subject to any provision to the contrary contained in the Contract, none of the Permanent Works shall, save as hereinafter provided, be carried on during the night or on Friday without the permission in writing of the Engineer’s Representative, except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer’s Representative Provided always</p>

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that the provisions of this clause shall not be applicable in the case of any work which it is customary to be carried out by rotary or double shifts.

- Rate of Progress      46.      If for any reason, which does not entitle the Contractor to an extension of time the rate of progress of the Works or any section is at any time, in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary and the engineer may approve to expedite progress so as to complete the Works or such section by the prescribed time or extended time. The Contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the engineer under this Clause. The Contractor shall seek the Engineer's permission to do any work at night or on Friday such permission shall not be unreasonably refused.
- Penalties for Delay      47.      (1)      If the Contractor shall fail to achieve completion of the Works within the time prescribed by Clause 43 hereof, or such extended time as may be allowed under Clause 44, hereof, then the Contractor shall pay to the Employer the sum stated in the appendix to the Tender as a penalty for such default for every day or part of a day which shall elapse between the time prescribed by Clause 43 hereof or the extended time as the case may be and the date of certified completion of the Works. The Employer may, without prejudice to any other method of recovery, deduct the amount of such penalties from any monies in his hands due or which may become due to the Contractor. The payment or deduction of such penalties shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
- Reduction of Penalties      of      (2)      If, before the completion of the whole of the Works any part of section of the Works has been certified by the Engineer as completed, pursuant to Clause 48 hereof, and occupied or used by the Employer, the penalties for delay shall, for any period of delay after such certificate and in the absence
- Of alternative provision in the contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole works.
- Certification of Completion of Works      of      48.      (1)      When the whole of the Works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer or to the Engineer's Representative accompanied by an undertaking to finish any outstanding work during the Period of Maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the engineer to issue a Certificate of Completion in respect of the Works. The Engineer shall, within twenty-one of the date of delivery of such notice neither issue to the Contractor, with a copy to the Employer, a Certificate of Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion requires to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of

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any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such Certificate of Completion within twenty-one days of completion to the satisfaction of the Engineer to the works so specified subject to his undertaking to make good any defect so notified.

Certification  
Completion  
Stages

of  
by

- (2) Similarly, in accordance with the procedure set out in sub-clause (1) of this Clause, the Contractor may request and the Engineer shall at his sole discretion issue a Certificate of completion in respect of:-
- (a) any section of the Permanent Works in respect of which a separate time for completion is provided in the Contract and
  - (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and occupied or used by the Employer.
- (3) If any part of the Permanent Works shall have been substantially completed and shall have satisfactorily passed final test that may be prescribed by the Contract, the Engineer may issue a Certificate of Completion in respect of that part of the Permanent Works before completion of the whole of the Works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the Period of Maintenance.
- (4) Provided always that a Certificate of Completion given in respect of any section or part of the Permanent Works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Certificate shall expressly so state.

#### MAINTENANCE AND DEFECTS

Definition of Period  
of Maintenance

49.

- (1) In these Conditions the expression "Period of Maintenance" shall mean a period of 365 days calculated from the date of completion of the Works, certified by the Engineer in accordance with Clause 48 hereof, or , in the event of more than one certificate having been issued by the engineer under the said Clause from the respective dates so certified and in relation to the Period of Maintenance the expression "the Works" shall be construed accordingly. Provided that, if any outstanding work is to be finished during the Period of Maintenance, in accordance with Clause 48 (1), the Period of Maintenance for this work shall commence from the date of their completion as certified in writing by the engineer to the Employer.

Execution of Work  
of Repair, etc.

(2)

To the extent that the Works shall at or as soon as practicable after the expiration of the Period of Maintenance be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contract shall finish the work, if any ,

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outstanding at the date of completion, as certified under Clause 48 hereof , as soon as practicable after such date and shall execute all such work of repair, amendment , reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of maintenance, or within fourteen days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

Cost of Execution of Work of Repair etc

- (3) All such work shall be carried out by the Contractor at his own expense unless he can prove to the satisfaction of the Engineer that such work was not due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the Engineer, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

Remedy on Contractor's Failure to carry out work required

- (4) If the Contractor shall fail to do any such work as aforesaid required by the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, or may be deducted by the employer from any monies due or which may become due to the contractor.

Contractor Search to 50.

The Contractor shall, if required by the Engineer in writing, carry out such searches, tests or trials as may be necessary to determine the cause of any defect, imperfection or fault under the direction of the Engineer. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor as aforesaid shall be borne by the Employer. If such defect, imperfection or fault

Shall be one for which the Contractor is liable as aforesaid, the cost of the work

Carried out as aforesaid shall be borne by the contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provision of Clause 49 hereof.

#### ALTERATIONS, ADDITIONS AND OMISSIONS

Variations

51. (1) The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may have been approved by the Employer and he shall have power to order the contractor to do and the Contractor shall do any of the following;-
- (a) increase or decrease the quantity of any work included in the Contract,

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- (b) Omit any such work,
  - (c) Change the character or quality or kind of any such work,
  - (d) Change the levels, lines position and dimensions of any part of the Works, and
  - (e) Execute additional work of any kind necessary for the completion of the Works

And no such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

Orders for  
Variations to be in  
Writing

- (2) No such variations shall be made by the Contractor without an order in writing of the engineer. However, as provided for under Clause 55 no order in writing shall be required for an increase or decrease not exceeding five per cent in the total quantity of the works where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall within seven days confirm in writing to the Engineer and such confirmation shall not be contradicted in writing within fourteen days by the Engineer. It shall be deemed to be an order in writing by the Engineer.

Valuation of 52.  
Variations

- (1) All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work then suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

Power of Engineer  
to Fix Rates

- (2) Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such omission or addition, rendered un reasonable or inapplicable, then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances.

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Provided also that no increase or decrease under sub-clause (1) of this Clause or variation rate or price under sub-clause (2) of this Clause shall be made unless, as soon after the date of the order as is practicable but not later than seven days and in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable but not later than seven days notice shall have been given in writing:-

(a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price,

(b) by the Engineer to the Contractor of his intention to vary a rate or price.

Variations  
Exceeding 10 per  
cent

(3) If, on certified completion of the whole of the Works it shall be found that a reduction or increase greater than ten per cent of the Contract Value excluding all provisional sums and allowance for dayworks, and adjustment or price made under Clause 70 (1) hereof if any, results from :-

(a) the aggregate effect of all Variation Order, and/or

(b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities,

but not from any other cause, the amount, beyond ten per cent of the said adjusted Contract Value shall be subject to amendment by such sum as may be agreed between Contractor and the Engineer or, failing agreement, fixed by the Engineer having regard to all material and relevant factors, including the Contractor's Site and general overhead costs of the Contract.

Dayworks

(4) The Engineer may, if, in his opinion it is necessary or desirable, order in writing that any additional or substituted work shall be executed on a daywork basis. The Contractor shall then be paid for such work under the conditions set out in the Daywork Schedule, if any, included in the Contract and at the rates and prices affixed thereto by him in his Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amount paid and, before ordering materials, shall submit to the Engineer quotations for the same for his approval.

In respect of all work executed on a daywork basis, the Contractor shall, during the continuance of such work, deliver each day to the Engineer's representative an exact list in duplicate of the

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names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and plant used thereon or therefore (other than plant which is included in the percentage addition in accordance with the schedule hereinbefore referred to) One copy of each list and statement will, if correct, or when agreed, be signed by the Engineer's Representative and returned to the Contractor.

At the end of each month the Contractor shall deliver to the Engineer's Representative a priced statement of the labour, material and plant, except as aforesaid, used and Contractor shall not be entitled to any payment unless such lists and statement have been fully and punctually rendered. Provided always that if the Engineer shall consider that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorize provisional payment for such work, either as daywork, on being satisfied as to the time employed and plant and materials used on such work, or at such value therefor as shall, in his opinion, be fair and reasonable.

Claims

- (5) The Contractor shall send to the Engineer's Representative once in every month an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month.

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work or expenses, notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity, notified the Engineer in writing that he intends to make a claim for such work and has as soon as is practicable thereafter send detailed particulars of the claim.

Provided that no claim of the Contractor shall be admissible on account of escalation of prices of materials, labour, fuel machinery and any other items of costs except those provided for explicitly in Clause 70 hereof, due to variation by legislation of the Sultanate of Oman after the date of the Letter of Acceptance.

PLANT, TEMPORARY WORKS AND MATERIALS

Plant,  
Definitions

etc., 53. (1) For the purpose of this Clause:-

- (a) the expression "Plant" shall mean any Construction Plant, Temporary Works and materials for Temporary Works but shall excluded any vehicles engaged in transporting any labour, plant or materials to or from the Site:

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(b) the expression "Hired Plant" shall mean any Plant held y the Contractor under any agreement for hire thereof;

(c) the expression "Agreement for Hire" shall be deemed not to include an agreement for hire purchase;

(d) the expression "Hire Purchase Plant" shall mean any Plant held by the Contractor under an agreement for the hire purchase thereof

Vesting of Plant (2) All plant, good and materials owned by the Contractor or by any company in which the Contractor has a controlling interest shall, when on the Site (or in the case of Hire Purchase Plant on the Site on its becoming the property of the Contractor) be deemed to be exclusively intended for the execution of the Works and to be the property of the Employer.

Conditions and Hire of Plant (3) With a view to securing in the event of a forfeiture under Clause 63 hereof the continued availability for the purpose of executing the Works of any of Hired Plant the Contractor shall not bring on the Site any Hired Plant unless there is an Agreement for the hire thereof which contains a provision that the owner thereof will one request in writing made by the Employer within seven days after the date on which any such forfeiture has become effective and on the Employer undertaking to pay all hire charges in respect thereof from such date Hired Plant to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of completing the Works under the terms of the said Clause 63.

Costs for Purposes of Clause 63 (4) In the event of the Employer entering into any agreement for the hire of Hired Plant pursuant to sub-clause (3) of this Clause all sums properly paid by the Employer under the provisions of any such agreement shall be deemed for the purpose of Clause 63 to be part of the cost of completing the Works.

Notification of plant Ownership (5) The Contractor shall upon request made by the Engineer at any time in relation to any Plant forthwith notify to the Engineer in writing the name and address of the owner thereof and shall in the case of Hired Plant certify that the agreement for the hire thereof contains a provision in accordance with the requirements of sub-clause (3) of this Clause. The Contractor shall also upon request as aforesaid give a like notification (but without certification) in regard to any Hire Purchase Plant. The Contractor shall upon request made by the Engineer provide the Engineer with a true copy of such agreements.

Hire and Hire Purchase Payments (6) The Employer shall in order to avoid seizure by the owner of any Hired or Hire Purchase Plant be entitled to pay to such owner the amount of any overdue installment or other sum payable under any agreement relating to such Plant and in the event of his so doing any amount paid by



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by Employer

him shall be a debt from the Contractor to the Employer and shall be

deductible or recoverable by the Employer from any monies due or that may become due to the Contractor under the Contract or may be recovered by the Employer from the Contractor at law.

Irremovability of Plant, etc

(7) No Plant goods or materials or any part thereof shall be removed from the Site without the written consent of the Engineer, which consent shall not unreasonably withheld where the same are no longer immediately required for the purposes of the completion of the Works, but the Employer will permit the Contractor the exclusive use of all such Plant goods and materials in and for the completion of the Works until the occurrence of any event which gives the Employer the right to exclude the Contractor from the Site and proceed with the completion of the works.

Revesting and Removal of Plant, etc.

(8) Upon the removal of any such Plant, goods or materials as have been deemed to have become the property of the Employer under sub-clause (2) of this Clause with the consent as aforesaid the property therein shall be deemed to revest in the Contractor and upon completion of the Works the property in the remainder of such Plant, goods and materials as aforesaid shall, subject to Clause 63, be deemed to revest in the Contractor who shall remove the same.

Disposal of Plant

(9) If the contractor shall fail to remove any such Plant, goods or materials as required pursuant to Clause 33 within such reasonable time after completion of the Works as may be allowed by the engineer then the Employer may:-

(a) sell any which are the property of the Contractor and

(b) return any not the property of the Contractor to the owner thereof at the Contractor's expense;

and after deducting from any proceeds of sale the costs charged and expenses of and in connection with such sale and of and in connection with the returns as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of the sale are insufficient to meet all such costs the excess shall be a debt due from the Contractor to the Employer and shall be deductible or recoverable by the Employer accordingly as aforesaid.

Liability or Loss or injury to Plant

(10) The Employer shall not at any time be liable for the loss or damage to any of the Plant, goods or materials which have been deemed to become the property of the Employer under sub-clause (2) of this Clause save as mentioned in Clauses 20 and 65.

Incorporation of

(11) The Contractor shall where entering into any sub-contract for the execution of any part of the

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Clause in Sub-Contracts		Works incorporate in such sub-contract (by reference or otherwise) the provisions of this Clause in relation to Plant, goods or materials brought on to the Site by the sub-contractor.
Port Dues	(12)	The Contractor shall pay all Port Dues, Customs Duties, Import Duties, Landing Charges and other expenses in connection with the shipment and  landing of Plant, goods and material for use in connection with the Works brought into and dispatched from the Sultanate of Oman.
Re-export of Plant	(13)	In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the Employer will assist the Contractor, where required, in procuring any necessary Government consent for the re-export of such Constructional Plant by the Contractor upon the removal thereof as aforesaid.
Customs Clearance	(14)	The Employer will assist the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works.
Approval of Materials, etc. not implied	54.	The operation of Clause 53 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

#### QUANTITIES

Estimated Quantities	*55. (1)	The quantities set out in the bill of Quantities are the estimated quantities of the work, but they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract. The quantities may vary conforming to the actual site conditions, due to errors or omissions in the original Bill of actual site conditions, due to errors or omissions in the original Bill of Quantities, and on account of variations. Such errors in, omissions from, or variation to the Bill of Quantities shall not in any way vitiate or invalidate the Contract, nor shall the Contractor be entitled to any claim whatsoever except as provided in Clauses 51 and 52 hereof.
Works to be Measured	(2)	The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the Contract. He shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer's Representative in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be

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taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the Engineer's Representative shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall, within fourteen days, attend to examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Engineer's Representative, for decision by the Engineer, notice in writing of the respects in which such records and drawings are claimed by him incorrect and the decision of the Engineer shall be conclusive, final and binding?

In the case of foundation works, or where the Engineer considers it necessary, the Contractor shall, before the surface of any portion of the ground is interfered with or the work is put in hand, in conjunction with the Engineer or the Engineer's Representative, examine the Site and the plans and sections of the work and take such additional levels or other measurements as maybe necessary and shall agree as to the surface levels etc., with signed by the Contractor and by the Engineer and shall form the basis of the measurement of the Permanent Works.

\* (Delete where not applicable)

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Actual and Correct \*56.  
Quantities

Except as provided for under Clause 51 and 58 (1) hereof the quantities as set out in the Bill of Quantities are to be taken as to be the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the Contract. Any error in description or in quantity or omission of item the Bill of Quantities shall not vitiate the Contract but shall be corrected and deemed to be a variation required by the Engineer.

In the case of the quantities for foundation works being stated to be provisional the Contractor shall, before the surface of any portion of the ground is interfered with or the work is put in hand in conjunction with the Engineer or the Engineer's Representative examine the Site and the plans and sections of the work and take such additional levels or other measurements as may be necessary and shall agree as to the surface levels etc., with the Engineer. Such agreement shall be recorded in writing and shall be signed by the Contractor and y the Engineer and shall form the basis of the measurement of the Permanent Works.

Method of 57.  
Measurement

The works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract.

#### PROVISIONAL SUMS

Definition of 58.  
"Provisional Sum"

(1) "Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of work or the supply of goods, materials, or services, or for contingencies, which sum may be used, in whole or in part, or not at all, at the director of the Engineer, who shall consult with the Employer prior to the issue of an instruction to this expenditure. The Contract Price shall include only such sums in respect of the work, supply or services to which such Provisional sums relate as the Engineer shall approve or determine in accordance with this Clause.

Use of Provisional  
Sums

(2) In respect of every Provisional Sum the engineer shall have power to order:-

(a) Work to be executed, including goods, materials or services to be supplied by the Contractor. The Contract Price shall include the Value of such work executed and/or such goods, materials or service supplied determined in accordance with Clause 52 hereof.

\*(Delete where not applicable)

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(b) Work to be executed or goods, materials, or services to be supplied by a nominated Sub-Contractor as hereinafter defined. The sum to be paid to the Contractor therefor shall be determined and paid in accordance with Clause 59 (4) hereof.

(c) Goods and materials to be purchased by the Contractor. The sum to be paid to the Contractor therefor shall be determined and paid in accordance with Clause 59 (4) hereof.

Production of Vouchers, etc (3) The Contractor shall when required by the Engineer, produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums.

#### NOMINATED SUB-CONTRACTORS

Definition of "Nominated Sub-Contractors" 59. (1) All specialists, merchants, tradesmen and others executing any work or supplying any good, materials, or services for which Provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to sublet any work shall in the execution of such work or the supply of such goods, materials or services, be deemed to be sub-con tractors employed by the Contractor and are referred to in this Contract as "Nominated Sub-Contractors"

Nominated Sub-Contractors Objection to Nomination (2) The Contractor shall not be required by the Employer or the Engineer or be deemed to be under any obligation to employ any nominated Sub – Contractor against whom the Contractor may arise reasonable objection, or who shall decline to enter into a sub-contract with the Contractor containing provisions:-

(a) that in respect of the work, goods, materials or services the subject of the sub-contract, the nominated Sub-Contractor will undertake towards the Contractor the like obligations and liabilities as are imposed on the Contractor towards the Employer by the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities, and

(b) that the nominated Sub-Contractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Sub-Contractor, his agents, workmen and servants and from and against any misuse by him or them of any Constructional Plant or Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

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Design Requirements to be Expressly Stated (3) If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any equipment or plant to be incorporated therein, such requirements shall be expressly stated in the Contract and shall be included in any nominated Sub-Contract. The nominated sub-Contract shall specify harmless and indemnify the Contractor from and against the same and from all claims, proceedings damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

Payments to Nominated Sub-Contractors (4) For all work executed or goods, materials, or services supplied by any nominated Sub-Contractor, there shall be included in the Contract Price:

- (a) the actual price paid or due to be paid by the Contractor, on the direction of the Engineer, and in accordance with the Sub-Contract;
- (b) the sum, if any, entered in the Bill of quantities for labour supplied by the Contractor in connection therewith, or if ordered by the Engineer pursuant to Clause 58 (2) (b) hereof, as may be determined in accordance with Clause 52 hereof;
- (c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid, calculated where provision has been made in the Bill of quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Contractor against that item. Only where no such provision has been made in the Bill of quantities shall a rate be inserted by the Contractor in the Appendix to the Tender.

Certification of Payments to Nominated Sub-Contractors (5) Before issuing, under Clause 60 hereof, any certificate, which includes any payment in respect of work done or goods, materials or services supplied by any nominated Sub-Contractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the work or goods, materials or services of such nominated Sub-Contractors have been paid or discharged by the Contractor, in default whereof unless the Contractor shall

- (a) inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments and
- (b) produce to the Engineer reasonable proof that he has so informed such nominated Sub-Contractor in writing.

The Employer shall be entitled to pay to such nominated Sub-Contractor direct, upon the certificate of the Engineer all payments, less retentions provided for in the Sub-Contract, which the Contractor has failed to make to such nominated Sub-Contractor and to deduct by way of set-off the

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Amount so paid by the Employer from any sums due or which may become due from the Employer to the Contractor.

Provided always that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor deduct from the amount thereof the amount so paid direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

Assignment  
Nominated  
Contractor's  
Obligations

of  
Sub-

- (6) In the event of a nominated Sub-Contractor, as hereinbefore defined, having undertaken towards the Contractor in respect of the work executed, or the goods, materials or services supplied by such nominated Sub-Contractor, any continuing obligation extending for a period exceeding that of the Period of Maintenance under the Contract, the Contractor shall at any time, after the expiration of the Period of Maintenance, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

#### CERTIFICATES AND PAYMENTS

Certificates  
Payments

and

60.

(1)

Unless otherwise provided, payments shall be made at monthly intervals in accordance with the conditions set out below.

Advance  
Certificate

Payment

(2)

On signing the form of Agreement and in exchange for the Performance Bond and a separate guarantee for the amount of the Advance Payment the Contractor shall receive from the Engineer an Advance Payment Certificate for an amount equal to 10 per cent of the Contract Value less any sum for contingencies included in the Contract Value.

The guarantee for the full amount of the Advance Payment shall be from an insurance company or bank registered in the Sultanate of Oman. The conditions of the guarantee shall bind the Guarantor to indemnify and pay to the Employer any part of the Advance Payment which remains not repaid by the Contractor to the Employer and which the Contractor has failed to repay in accordance with this sub-clause.

Any Advance Payment made by the Employer shall be recovered by the deduction from each interim certificate of 10 per cent of the estimated value of the Permanent Works executed during the period to which the interim certificate applied but so that at the completion of the Works the Contractor shall have repaid in full the amount of the Advance Payment.

This guarantee shall be valid for 12 months or until the full recovery of the advance payment whichever is the later.

If, however, the advance payment is recovered in full prior to the end of the 12 month period, the Contractor may make application to the Under Secretary, Ministry of Finance and Economy, Financial Affairs for the release of the guarantee, which will not be

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unreasonably withheld.



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In the event of the Contract being determined under Clause 63 or 65 hereof the Employer may deduct the balance of the Advance Payment outstanding from any monies due or which may become due to the Contractor or the Contractor shall upon demand pay to the Employer the amount of such balance and it shall be deemed a debt due from the Contractor to the Employer and shall be recoverable accordingly from the Contractor or from the Guarantor.

#### Monthly Statements

- 3 The Contractor shall submit to the engineer after the end of each month a statement, in the form approved by the Engineer, showing:-
- (a) the estimates value in accordance with the Contract of the Permanent Work executed on the Site and forming by the engineer, showing:-
  - (b) a list of any goods or materials delivered to the Site for but not yet incorporate in the Permanent Works and their value. Such goods or materials being protected against all kinds of damage including deterioration to the approval of the Engineer;
  - (c) the estimated amounts to which the Contractor considers himself entitled in connection with all other matters for which provision is made under the Contract, including any Temporary Works or Constructional Plant for which separate amounts are included in the Bill of Quantities;

unless in the opinion of the Contractor such values and amounts together will not justify the issue of an interim certificate.

Amounts payable in respect of nominated Sub-Contractors are to be listed separately.

#### Monthly Certificates

4. Within 28 days of the date of delivery to the Engineer, in accordance with sub-clause (3) of this Clause, of the Contractor's monthly statement the Engineer shall issue an interim certificate to the Employer with a copy to the Contractor certifying:
- (a) the amount which in the opinion of the engineer on the basis of the monthly statement is due to the Contractor on account of sub-clause (3) (a) and (c) of this Clause.
  - (b) Such amounts (if any) as the Engineer may consider proper (but in no case exceeding eighty per cent of their value in accordance with the Contract) in respect of (b) of sub-clause (3) of this Clause.
  - (c) Such amounts (if any) as the Engineer may consider proper (but in no case

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exceeding eighty per cent of their value in accordance with the Contract) in respect of (b) of sub-clause (3) of this Clause,

The amounts so certified shall be subject to deductions of :-

- (i) Retention money retained.
  - (ii) Partial recovery of any advance payment.
  - (iii) Any sums which are due and payable to the Employer by the Contractor under the terms of the Contract.
- (iv) any previous payments made by the Employer to the Contractor under the terms of the Contract.

The Engineer shall only issue an interim certificate if the amount thereof, after deducting retention money, partial recovery of any advance payment, any other sums which are due and payable to the Employer under the terms of the Contract and previous interim payments is more than the minimum amount of interim certificates as stated in the Appendix to the Tender.

#### Monthly Payments

- (5) (a) Payment upon the Engineer's Advance Payment Certificate and upon each of the Engineer's interim certificates or in case of any objections as defined in sub-clause (b) hereafter, upon those portions approved by the Employer shall be made by the Employer to the Contractor within 60 days after such Certificates have been delivered to the Employer:
- (b) In case of the Employer objecting to or rejecting to pay in total or in part any particular items of the certificate either:-
- (i) By way of abona fide defence or counterclaim, or
  - (ii) Because of a requirement in writing for necessary additional supporting documents or details, or
  - (iii) Where the Contract expressly gives the Employer the right to deduct monies from sums due under the Contract.

the Employer will notify the Engineer, with a copy to the Contractor, of his objections within sixty days of the date of the interim certificate.

#### Final Account

- (6) As soon as possible, but not later than six months after the issue of the Maintenance Certificate the Contractor shall submit to the Engineer a statement of final account with supporting documents showing in detail the value of the work done in accordance with the Contract together with all further sums which the Contractor considers to be due to him under the contract. Within two months after receipt of this final account and of all information reasonably required for its verification the Engineer shall issue a final certificate stating:-
- (a) the amount which in his opinion is finally due under the Contract and (after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract),

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(b) the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be. Such balance shall, subject to Clause 47 hereof, be paid to or by the Contractor as the case may require within sixty days of the certificate

- Retention (7) The retention to be made pursuant to sub-clause (4) of this Clause shall be a sum equal to 10 per cent of the amount due to the Contractor under sub-clause 4 (a) and (b) of this Clause related to interim certificates only until a reserve shall have accumulated in the hand of the Employer up to the limit of 5% of the Contract Value except that the limit shall be reduced by the amount of any payment that shall have made pursuant to sub-clause (8) of this Clause.
- Payment of Retention Money (8) (a) Upon the issue of the Certificate of Completion with respects to the whole of the Works one half of the retention money (or where a Certificate of Completion is issued with respect to part of the Works only such proportion of one half of the retention money as the Engineer shall determine having regard to the relative value of such part of the Works) shall become due and payable to the Contractor.
- (b) Upon expiration of the Period of Maintenance for the whole of the works the other half of the retention money shall become due and payable to the Contractor.
- Provided that if, at such time, there shall remain to be executed by the Contractor any outstanding work referred to under Clause 48 or any works ordered during such period pursuant to Clauses 49 and 50, the Employer shall be entitled to withhold payment until the completion of such works of so much of the second half of the retention money as shall in the opinion of the Engineer represent the cost of the works so remaining to be executed.
- Overdue payment (9) In the event of failure by the Employer to make payment in accordance with sub-clauses (5) (6) and (8) of this Clause the Contractor shall become entitled to the payment by the Employer of interest at 7% per annum from the date of which the same should have been made. The Contractor shall not be entitled to claim interest on those parts of the certificate to which the Employer objects in accordance with sub-clause 5 (b) herein, unless it can be shown that the Employer's objections were unreasonable.
- Correction and Withholding of Certificates (10) The Engineer may by any interim certificate make any correction or modification in any previous certificate which shall have been issued by him and the Engineer shall have power to withhold any interim certificate if the Works or any parts thereof are not being carried out, to his satisfaction in accordance with the Contract.
- Retention on Sub-contractor's Account (11) The Contractor shall apply the terms of retention and release all retention monies on nominated Sub-Contractor's accounts in the manner set forth in the instructions given by the Engineer under the terms of Clause 59. Such instructions will be similar to those set out in sub-clause (7) and (8) of this clause but related to the terms of the nominated Sub-Contract in place of the terms for this Contract and release of retention monies to nominated Sub-Contractors shall not affect in any way the terms for the release of

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retention monies referred to in sub-clause (7) and (8) of this Clause.

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Currency of Payment	(12)	All payments under the terms and conditions of the Contract will be made in Rials Omani the currency of the Sultanate of Oman.
Cash Flow	(13)	The annual cash flow will be stipulated where necessary by the Employer in the Appendix to the Form of Tender. The percentages per year shown therein shall indicate the maximum limit of annual payment. Actual payment shall be limited to the planned cash flow based upon value of actual work done, i.e. the payment shall be less if less work is performed, but the Contractor shall not be paid more in one year than the limit of the cash flow if the value of his work done exceeds the funds budgeted for in the year and any balance carried forward from previous years. Any payment deferred due to the operation of this sub-clause will not attract interest in accordance with sub-clause (9) of this Clause.
Approval only By Maintenance Certificate	61.	No certificate other than the Maintenance Certificate referred to in Clause 62 hereof shall be deemed to constitute approval of the Works.
Maintenance Certificate	62. (1)	The Contractor shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer within twenty eight days after the expiration of the Period of maintenance, or if different periods of maintenance shall become applicable to difference sections or parts of the Works, the expiration of the latest such period, or as soon thereafter as any Works, ordered during such period , pursuant to Clauses 49 and 50 hereof, shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by the Employer. The second half of retention money will be released after the date of issue of the Maintenance Certificate.
Cessation of Employer's Liability	(2)	The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works, unless the Contractor shall have made claim in writing in respect thereof before the giving of the Maintenance Certificate under this Clause.
Unfulfilled Obligations	(3)	Notwithstanding the issue of the Maintenance Certificate the Contractor and, subject to sub-clause (2) of this Clause, the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain n force between the parties hereto.
	(4)	Whenever the Works pertain to or include the construction of any structure or buildings the Contractor shall further be held responsible for the safety of the same for a period of 10 years against such unsound cons-

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truction, other than design defects, which may lead to failure of the structure or its collapse without any other apparent cause. For this purpose the liability under the Contract shall be deemed to be operative for a period of 10 years from the date of issue of the last Maintenance Certificate.

## REMEDIES AND POWERS

Default of  
Contractor

63. (1) If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the Contractor shall assign the Contract, without the consent in writing of the employer first obtained, or shall have an execution levied on his goods, or if the Engineer shall certify in writing to the employer that in his opinion the contractor:-

- (a) has abandoned the Contract, or
- (b) without reasonable excuse has failed to commence the works or has suspend the progress of the works for twenty days after receiving from the Engineer written notice to proceed, or
- (c) has failed o remove materials from the Site or to pull down and replace work for twenty-eight days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
- (d) despite previous warnings by the Engineer, in writing , is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract or
- (e) has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sub-let any part of the Contract,

then the Employer may, after giving fourteen day' notice in writing to the Contractor, enter upon the Site and the Works and expel the Contractor there from without thereby avoiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contact, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Constructional Plant, Hired Plant, Temporary Works and materials, which have been deemed to be the property of the Employer and reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may , at any time, sell

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		Any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards satisfaction of any sums due or which may become due to him from Contractor under the Contract,
Valuation at Date Of Forfeiture	(2)	The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex-parte, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any constructional Plant and any Temporary Works.
Payment after Forfeiture	(3)	If the Employer shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of execution of the Period of Maintenance, damages delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.
Urgent Repairs	64.	Notwithstanding the limitations on the Engineer's powers as stated in Clause 2 (1) hereof if, by reason of any accident, or failure, or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Period of Maintenance, any remedial or other work or repair shall, in the opinion of the Engineer or the Engineer's Representative, be urgently necessary for the safety of life or of the Works or of adjoining property, and the contractor is unable or willing at once to do such work or repair, the Employer may employ and pay other persons to carry out such work or repair or to do as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses properly incurred by the Employer in so doing shall be recoverable from the Contractor Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's Representative, as the case may be shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

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## SPECIAL RISKS

- No Liability for  
War, etc. Risks
65. Notwithstanding anything in the Contract contained :-
- (1) The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the Works, save to work condemned under the provisions of Clause 39 hereof prior to the occurrence of any special risk hereinafter mentioned, or to property whether of the Employer or third parties, or for or in respect to property whether of the Employer or third parties, or for or in respect of injury or loss of life which is the consequence of any special risk as hereinafter defined. The Employer shall indemnify and save harmless the Contractor against and from the same and against and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising there from or in connection therewith.
- Damage to Works  
etc. by Special Risks
- (2) If the Works or any materials on or near or in transit to the Site, or any other property of the Contractor used or intended to be used for the purposes of the Works, shall sustain destruction or damage by reason of any of the said special risks the Contractor shall be entitled to payment for :-
- (a) any permanent work and for any materials so destroyed or damaged. And so far as may be required by the Engineer, or as may be necessary for the completion of the Works, on the basis of cost plus such profit as the Engineer may certify to be reasonable:
- (b) replacing or making good any such destruction or damage to the Works:
- (c) replacing or making good such materials or other property used or intended to be used for the purposes of the Works.
- Projectile  
Missile, etc.
- (3) Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell grenade, or other projectile, missile, munitions, or explosive of war, shall be deemed to be a consequence of the said special risks.
- Increased Costs  
arising from Special  
Risks
- (4) The Employer shall repay to the Contractor any increased cost of or incidental to the execution of the Works, other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 hereof, prior to the occurrence of any special risk, which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.
- Special Risks
- (5) The special risks are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, the nuclear and pressure waves risk



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Described in Clause 20(3) hereof, or insofar as it relates to the country in which the Works are being or are to be executed or maintained, rebellion, revolution, insurrection, military or usurped power, civil war, or , unless solely restricted to the employees of the Contractor or of his Sub-contractors and arising from the conduct of the Works, riot, commotion or disorder.

Outbreak of War

- (6) If, during the currency of the Contract, there shall be an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavors to complete the execution of Works. Provided always that the Employer shall be entitled at any time after such outbreak of war to terminate the Contract by giving written notice to the Contractor and, upon such notice being given, this Contract shall, except as to the rights of the parties under this Clause and to the operation of Clause 67 hereof, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

Removal of Plant on Termination

- (7) If the Contract shall be terminated under the provisions of the last preceding sub-clause, the Contractor shall, with all reasonable dispatch, remove from the Site all Constructional Plant and shall give similar facilities to his Sub-Contractors to do so.

Payment if Contract Terminated

- (8) If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the employer, insofar as such amounts or items shall not have already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:-

(a) The amounts payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed , and a proper proportion as certified by the Engineer of any such items, the work or service comprised in which has been partially carried out or performed.

(b) The Cost of Materials or goods reasonably ordered for the Works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the Employer upon such payments being made by him.

(c) A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works, and for which the Employer shall have derived benefit, insofar as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

(d) Any additional sum payable under the provisions of sub-clauses (1) , (2) and (4) of this Clause.

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Provided always that against any payments due from the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the Contract.

#### FRUSTRATION

Payment in Event of Frustration

66.

If a war, or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling his contractual obligations, or under the Law of the Sultanate of Oman, the parties are released from further performance, then the sum payable by the Employer to the Contractor in respect of the work executed shall be same as that which would have been payable under Clause 65 hereof if the Contract had been terminated under the provisions of Clause 65 hereof.

#### SETTLEMENT OF DISPUTES

Settlement of Disputes Arbitration 67.

If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor of the engineer and the Contractor in connection with, or arising out of the Contract, or the execution of the Works, whether during the progress of the Works or after the completion and whether before or after the termination, abandonment or breach of the Contract it shall be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor. Such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor, and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with execution of the Works with all due diligence whether he or the employer requires arbitration, as hereinafter provided, or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no Claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor. If the Engineer shall fail to give notice of his decision, as aforesaid, within a period of ninety days after being requested as aforesaid, or if either the Employer or the Contractor be dissatisfied with any such decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision, or within ninety days after the expiration of the first named period of ninety days, as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final and binding as aforesaid shall be referred to an arbitrator to be agreed upon by the parties or failing such agreement to be nominated, on the application of either party, by the Committee for the Settlement of Commercial Disputes of the Sultanate of Oman, who shall appoint a professional arbitrator, whose award shall be considered as final and binding between the parties. The said arbitrator shall have full power to open up, revise and review any decision, opinion, direction, certificate or valuation of the Engineer. Neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments

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Put before the Engineer for the purpose of obtaining his said decision. No decision given by the Engineer in accordance with the foregoing provisional shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference referred to the arbitrator as aforesaid. The reference to arbitration may proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

#### NOTICES

- |                                  |     |     |  |
|----------------------------------|-----|-----|--|
| Service of Notices on Contractor | 68. | (1) | All certificates, notices or written orders to be given by the Employer or by the Engineer to the Contractor under the terms of the Contract shall be served by the sending by registered post to or delivering the same to the address nominated for that purpose in Clause 1 (1) (a) herein. |
| Service of Notices on Engineer   |     | (2) | All notices to be given to the Employer under the Terms of the Contract shall be served by sending by registered post or delivering the same to the address nominated for that purpose in Clause 1 (1)(a) herein.  |
| Service of Notices on Engineer   |     | (3) | Any notice to be given to the Engineer under the terms of the Contract shall be served by sending the same by registered post to or delivering the same at the Engineer's Representative's office at the Site or at the Engineer's office.   |
| Change of Address                |     | (4) | Either party may change a nominated address to another address in the country where the Works are being executed by prior written notice to the other party and the Engineer may do so by prior written notice to both parties.  |

#### DEFAULT OF EMPLOYER

- |                     |     |     |  |
|---------------------|-----|-----|--|
| Default of Employer | 69. | (1) | In the event of the Employer :- <ul style="list-style-type: none"><li>(a) Failing to pay to the Contractor the amount due under any certificate of the Engineer within sixty days after the same shall have become due under the terms of the Contract, subject to any deduction that the Employer is entitled to make under the Contract, or</li><li>(b) Interfering with or obstructing or refusing any required approval to the issue of any such certificate, only where such action is fundamental to the execution of the work, or</li><li>(c) Giving formal notice to the Contractor that for unforeseen reasons, due to economic dislocation, it is impossible for him to continue to meet his contractual obligations</li></ul> |
|---------------------|-----|-----|--|

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the Contractor shall be entitled to terminate his employment under the Contract after giving fourteen days prior written notice to the Employer, with a copy to the Engineer.

(2) Upon the expiry of the fourteen days notice referred to in sub-clause (1) of this Clause, the Contractor shall, notwithstanding the provisions of Clause 53 (1) hereof, with all reasonable dispatch, remove from the Site all Constructional Plant brought by him thereon.

(3) In the event of such termination the employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 65 hereof, but, in addition to the payments specified in Clause 65 (8) hereof, the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

#### CHANGES IN COSTS AND LIGISLATION

Variation of Price  
Of Labour and  
Materials

70. Adjustments to the Contract Value will be applicable on a net cost basis in the following circumstances:-

(1) Changes in last wages drawn and allowances paid to labour and staff whose salaries are directly affected thereby as a result of any Sultanate of Oman legislation promulgated after the date of the Letter of Acceptance and applicable to this Contract. The Contractor must provide to the Engineer satisfactory detailed evidence of any variation of the last wages drawn and allowances before any such variations are paid to or deducted from the Contractor. The Contractor shall submit to the Engineer upon signing the Contract a detailed list of his labour and staff and their wages and allowances.

(2) Changes in material price directly affected as a result of any Sultanate of Oman legislation promulgated after the date of the Letter of Acceptance. The Contract must provide to the Engineer satisfactory detailed evidence of any variation in the basic price of materials affected by such legislation.

Bribery and  
Corruption

71. The Employer shall be entitled to cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give to any person any bribe, gift, commission or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of the Contract, or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Employer.

Fire Precautions

72. The Contractor shall conform to the regulations of the Employer and any other controlling authority, in force at the Site of the Works with respect to precautions to be taken against fire hazards.

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<p>Details to be Confidential</p>	<p>73.</p>	<p>The Contractor shall treat the details of the Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of this Contract the same shall be referred to the decision of the Engineer whose award shall be final.</p>
<p>Photographs and Advertising</p>	<p>74.</p>	<p>The Contractor shall not publish any photographs of the Works nor allow the Site of the Works to be used for any form of advertising whatsoever without the Prior approval in writing of the employer.</p>
<p>Radio Communications</p>	<p>75.</p>	<p>If during the period of the Contract the Contractor wishes to establish radio communications about the Site the employer will assist the Contractor to obtain a permit for the operation of such radio communication.</p>
<p>Acquisitions of Land for Quarries Borrow Pits and for use by the Contractor</p>	<p>76.</p>	<p>The employer will, where possible, assist the Contractor in the procurement of land for quarries; borrow pits and tips for use by the Contractor. The Contractor shall be responsible for the demarcation and establishment of areas to be appropriated as aforesaid in locations to be approved by the Engineer and upon completion of the Works shall be responsible for the reinstatement of these areas in the manner directed by the Engineer. The Contractor shall be responsible for the payment of any fees, dues or other costs in connection with or incidental to the use of such land.</p>
<p>Maintenance of other Services and Structures</p>	<p>77.</p>	<p>The Contractor shall ascertain the location of all watercourses, sewers, drains, gas pipes, water pipes, electricity and telecommunication cables, other services and structures which may be encountered during the construction of the works and not mentioned in the Contract. He shall temporarily support or divert and subsequently reinstate all such services and structures as necessary and to the satisfaction of the Engineer.</p> <p>As soon as any such service or structure is encountered on, over, under, in or through the Site during the performance of the Contract, the Contractor shall make record of the location and description of such service or structure and shall send the same forthwith to the Engineer.</p> <p>Where permanent diversion or support of such service or structure is rendered necessary as the unavoidable result of the construction of the Works in accordance with the Contract, the Engineer after consultation with the Employer will instruct the Contractor as to the diversion or support to be provided and the Contractor shall be paid the costs thereof in accordance with Clause 52.</p>
<p>Spoil Dumps</p>	<p>78.</p>	<p>The Contractor shall not deposit excavated material on and in Government or private ownership except where directed by the Engineer or the Engineer's Representative in writing or by leave in writing of the authority responsible representative of the owner of such land in private ownership and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.</p>

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Operating  
Maintenance  
Instructions

and 79.

Before the Works (or any Section thereof) are completed in accordance with Clause 48 hereof, the Contractor shall furnish to the Employer Operating and Maintenance Instructions, together with drawings (other than shop drawings) of the Works as completed, in sufficient detail in the opinion of the Engineer to enable the Employer to maintain, dismantle, reassemble and adjust all parts of the Works. The Operating and Maintenance Instructions shall comply with the specification in respect of material to be incorporated and shall be first submitted in draft for the approval of the Engineer. The Works shall not be considered to be completed for the purposes of Clause 48 hereof until such approved Instructions and Drawings have been supplied to the Employer. The number of copies of Operating and Maintenance Instructions to be supplied is given in the Specification. Unless otherwise specified, the Instructions shall be written in both Arabic and English.