



# **Public Works Authority**

## **Contracts & Engineering Business Affairs** **(CEBA)**

### **GENERAL CONDITIONS OF CONTRACT**

**Public Works Authority  
PO Box 22188  
Doha  
State of Qatar**

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# GENERAL 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) "The Government", refers to a function of the State governance of Qatar.
  - b) "The Public Works Authority" (hereinafter called as "the PWA"), P.O. Box 22188, Doha, State of Qatar who has called for Tenders to build or construct, erect or deliver the Works and who will employ the Contractor.
  - c) "Contractor" means the person or persons, firm or company whose tender has been accepted by the PWA and includes the Contractor's personal representatives, successors and permitted assigns.
  - d) "Engineer" means the Director or Manager of the concerned directorate or department respectively of the Public Works Authority, P.O. Box 22188, Doha, State of Qatar or other Engineer appointed from time to time by the PWA and notified in writing to the Contractor to act as Engineer for the purpose of the Contract in place of the Engineer so designated.
  - e) "Engineer's Representative" means any resident engineer or resident architect or assistant of the Engineer or any Clerk of Works appointed from time to time by the PWA 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.
  - f) "Works" means all the works to be executed and permanent plant and equipment to be installed in accordance with the Contract.
  - g) "Contract" means the Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, Schedules of Rates and Prices (if any), Tender and Contract Agreement.
  - h) "Contract Price" means the sum named in the Tender 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 or Temporary Works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- j) "Temporary Works" means all temporary works of every kind required in or about the execution completion or maintenance of the Works.
- k) "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.
- l) "Site" means the land and other places on under in or through which the Works are to be executed or carried out and any other lands or places provided by the PWA for the purposes of the Contract together with such other places as may be specifically designated in the Contract as forming part of the Site.
- m) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- n) "Employer" means the same as "The Public Work Authority" as in sub-clause 1.1 (b) above.
- o) "Ministry of Public Works" means the previous Ministry within the PWA replaced under Emiri Decree No.3 for 1989 by the Ministry of Industry and Public Works.
- p) "Ministry of Industry and Public Works" means the previous Ministry within the PWA abolished under Emiri Order No.1 for 1992 and subsequently amalgamated with the Ministry of Municipal Affairs and Agriculture.
- q) "Contract Date" means the date upon which the Contract Agreement is signed.

**Singular and Plural**

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

**Marginal Headings or Notes**

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

## ENGINEER'S REPRESENTATIVE

### Duties and Powers of Engineer's Representative

2. The duties of the Engineer's Representative 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 hereunder or elsewhere in the Contract to order any work involving delay or any extra payment by the PWA nor to make any variation 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 a copy of all such written delegation of power and authorities. 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 PWA as though it had been given by the Engineer. Provided always as follows :

- a) Failure of the Engineer's Representative to disapprove any 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.

## ASSIGNMENT AND SUBLETTING

### Assignment:

3. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or hereunder (otherwise than by a charge in favour of the Contractor's Bankers of any monies due or to become due under this Contract) without the prior written consent of the PWA.

### Sub-letting

4. The Contractor shall not sub-let the whole of the Works. Except where otherwise provided by the Contract the Contractor shall not sub-let any part of the Works without the prior written consent of the Engineer (which shall not be unreasonably withheld) and such consent if given shall not relieve 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 workmen as fully as if they were the 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.

- Extent of Contract** 5. The Contract comprises the construction, completion and maintenance of the Works and except in so far as the Contract otherwise provides the provision of all labour, materials, Constructional Plant, Temporary Works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

## **CONTRACT DOCUMENTS**

- Language** 6. 1) All documents shall be rendered in either the Arabic or the English language.

If the documents are rendered in both the English and Arabic languages then the Arabic language version shall take precedence at all times.

- Documents Mutually Explanatory** 6. 2) Except if and to the extent otherwise provided by the Contract the provisions of these Conditions of Contract shall prevail over those of any other document forming part of the Contract and the provisions of the Specification shall prevail over the details shown on the Drawings and the provisions of the Specification and the details shown on the Drawings shall prevail over the descriptions given in the Bills of Quantities.

Subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies which the Contractor did not and had reason not to anticipate then the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the Engineer compliance with any such instructions shall involve the Contractor in any expense which by reason of any such ambiguity or discrepancy the Contractor did not and had reason not to anticipate the Engineer shall certify and the PWA shall pay such additional sum as may be reasonable to cover such expense.

- Custody of Drawings** 7. 1) The Drawings shall remain in the sole custody of the Engineer but two copies thereof shall be furnished to the Contractor free of cost. 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 provided under the Contract. The Contractor shall prepare all further detail sketches and schedules which he may require supplementary to the drawings supplied by the Engineer.

The Contractor shall give adequate notice in writing to the Engineer or the Engineer's Representative of any further drawings or Specification that may be required for the execution of the Works or otherwise under the Contract.

**One Copy of Drawings to be kept on Site**

7. 2) One copy of the Drawings furnished to the Contractor as aforesaid and one copy of all supplementary documents as Clause 7 (3) hereof 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 person authorized by the Engineer in writing.

**Drawings, etc., to be provided by the Contractor**

7. 3) The Contractor shall prepare and make all detailed shop drawings, working drawings, as-built record drawings, technical data, detail sketches or other supplementary information which the Contractor shall be stipulated to prepare in accordance with the Specification or other Contract Documents.

The Contractor shall furnish the Engineer free of cost with any such supplementary drawings or information which the Contractor shall have prepared as aforesaid or which the Contractor may have prepared in accordance with Clause 7 (1) hereof. The submission to and approval by the Engineer or the Engineer's Representative of such supplementary drawings or information shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

All as-built record drawings shall be supplied by the Contractor on polyester film or other durable and easily reproducible medium, approved by the Engineer.

**Further Drawings and Instructions**

8. 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 and maintenance of the Works and the Contractor shall carry out and be bound by the same.

**GENERAL OBLIGATIONS**

**Contract Agreement**

9. The Contractor shall when called upon so to do enter into and execute a contract agreement (to be prepared at the cost of the PWA) in the form annexed with such modifications as may be necessary.

**Performance Bond**

10. The Contractor shall within twenty eight (28) days from the notification of acceptance of his tender and prior to signing the Contract Agreement obtain the guarantee of a Bank to

be jointly and severally bound with the Contractor to the PWA in the sum stated in the Tender and the Appendix thereto for the due performance of the Contract under the terms of a Bond and the said Bank and the terms of the said Bond shall be such as shall be approved by the PWA and the obtaining of such Guarantee and the cost of the Bond to be so entered into shall be at the expense in all respects of the Contractor unless the Contract otherwise provides.

The Performance Bond shall remain valid from the date of signature of the Contract until ninety (90) days after the end of the Maintenance Period and shall be extendable on demand of the PWA without regard to any objection from the Contractor if the works are incomplete by the prescribed completion date.

The said Bank shall be a bank approved by the PWA and shall be a Bank with a registered office in Qatar.

A Bond provided by an Insurance Company shall not be acceptable to the PWA.

Failure to furnish the required Performance Bond within the specified time shall result in the PWA exercising its right to cancel the tender and confiscate the tender bond in addition to the penalties provided by Tenders and Auctions Regulations of PWA. If the tenderer fails to sign the contract on the fixed date or if he withdraws for any other cause without any strong reason accepted by the Tenders Committee he shall be liable for any of the following penalties:-

- 1) Warning;
- 2) Lowering his category;
- 3) Striking-off his name from the Register for a certain period or permanently;
- 4) Confiscation of the securities/guarantees (tender bond or performance bond);

A decision by the Chairman / General Manager of the Tenders Committee shall be issued imposing these penalties on the basis of a proposal by the Tenders Committee.

**Inspection of Site** 11.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his Tender as to the nature of the ground and sub-soil the hydrological and climatic conditions, the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in

general shall be deemed to have himself obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender.

No claims will be considered on the grounds of lack of information thereof.

**Sufficiency of Tender**

12. 1) The Contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedules of Rates and Prices (if any) which rates and prices shall (except in so far as it is otherwise hereinafter provided) cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

**Adverse Physical Conditions and Artificial Obstructions**

12. 2) If during the execution of the Works the Contractor shall encounter physical conditions (other than weather conditions or conditions due to weather conditions) or artificial obstructions which conditions or obstructions could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith and before such conditions or obstructions are disturbed give written notice thereof to the Engineer or Engineer's Representative and if in the opinion of the Engineer such conditions or artificial obstructions could not have been reasonably foreseen by an experienced Contractor then the Engineer shall certify and the PWA shall pay to the Contractor such sums as the Engineer shall certify :
- a) To be the proper and reasonable expense of complying with any instructions which the Engineer may have issued to the Contractor in connection therewith and
  - b) Such other expense (if any) which the Contractor may reasonably have incurred in carrying out the Works which would not have been incurred had such conditions or obstructions not been encountered.

**Work to be to the Satisfaction of Engineer**

13. Save in so far 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 instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the Works. The Contractor shall take instructions and directions only from the Engineer or (subject to the limitations referred to in Clause 2 hereof) from the Engineer's Representative.

**Programme to be  
Furnished**

14. Within fourteen (14) days after the acceptance of his Tender the Contractor shall submit to the Engineer for his approval a programme showing the order of procedure and method in which he proposes to carry out the Works and shall whenever required by the Engineer or Engineer's Representative furnish for his information particulars in writing of the Contractor 's arrangements for the carrying out of the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use, or construct as the case may be. The submission to and approval by the Engineer or Engineer's Representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

The Engineer may direct the Contractor to revise the programme to take due account of all factors affecting the progress of the Works. The Contractor shall submit the revised programme within the time specified by the Engineer and to his approval. Such approval will not relieve the Contractor of any of his duties or responsibilities under the Contract. When approved this programme shall then form part of the Contract Document.

**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 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 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 Site and shall not thereafter employ him again on the Site 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 instructions 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 and maintenance of the Works.

a) Only such technical assistances 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 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 person employed by the Contractor in or about the execution or maintenance of the Works who in the opinion of the Engineer misconducts himself or his 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 Agent and reasonable proportion of his technical assistants shall be able to speak English and a reasonable proportion of foremen shall have a working knowledge of the English language. In addition the Contractor shall ensure that a reasonable proportion of his foremen shall have a working knowledge of the Arabic language to enable proper supervision of Arab labour.

**Setting out**

17. The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points lines and levels of reference given by the Engineer in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments appliances and labour in connection therewith. 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 Engineer's Representative shall at his own expense rectify such error to the satisfaction of the Engineer or Engineer's Representative unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's Representative in which case the expense of rectifying the same shall be borne by the PWA. The checking out 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 benchmarks, sight-trails, pegs and other things used in setting out the Works.

**Boreholes and  
Exploratory  
Excavation**

18. If 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 a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

- |                              |        |   |
|------------------------------|--------|---|
| <b>Watching and Lighting</b> | 19.    | The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or Engineer's Representative or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others.   |
| <b>Care of Works</b>         | 20. 1) | From the commencement to the completion of the Works the Contractor shall take full responsibility for the care thereof and all Temporary Works and in case any damage, loss or injury shall happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (2) of this clause) shall at his own cost repair and make good the same so that at completion of the Works shall be in good order and condition and in conformity in every respect with the requirement of the Contract and the Engineers' instructions. In the event of any such damage, loss or injury happening 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 PWA. The Contractor shall also be liable to for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 49 hereof. |
| <b>Excepted Risks</b>        | 20 2)  | 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 (otherwise than among the Contractor's own employees) riot commotion or disorder or use or occupation by the PWA of any portion of the works in respect of which a Certificate of Completion has been issued or a cause solely due to the Engineer's design of the Works (all of which are herein collectively referred to as "the Excepted Risks").  |
| <b>Insurance of Works</b>    | 21. 1) | Without limiting his obligation and responsibilities under Clause 20 hereof the Contractor shall insure in the joint names of the PWA and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the Contracts and in such manner that the PWA and Contractor are covered during the period of construction of the Works 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 obligations under Clause 49 hereof :

- a) The Works and the Temporary Works to the full value of such works executed from time to time plus 10% to cover any additional expenses of and incidental to the demolition, removal, restoration or repair of any such loss or damage.
- b) The materials Constructional Plant and other things brought on to the Site by the Contractor to the full value of such materials Constructional Plant and other things.
- c) All plant, equipment and materials of any kind being provided under separate contract or by Nominated Sub-Contractors for incorporation in the Works from the time such plant, equipment and materials are taken over by the Contractor at the port workshop or place of manufacturing as the case may be until delivery to Site and thereafter in accordance with sub-paragraphs (a) and (b) above.

Such insurances shall be effected with an insurer and in terms approved by the PWA (which approval shall not be unreasonably withheld) 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. Provided always that without limiting his obligations and responsibilities as aforesaid nothing in this clause contained shall render the Contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with materials or workmanship not in accordance with the requirements of the Contract.

**Damage to  
Persons and  
Property**

22. 1) The Contractor shall (except if and so far as the Specification provides otherwise) indemnify and keep indemnified the PWA against all losses and claims for injuries or damages to any person or any property whatsoever (other than surface or other damage to land being or crops being on the Site suffered by tenants or occupiers which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceeding, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the PWA against any compensation or damages for or with respect to :

- a) The Permanent use or occupation of land by the Works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
- b) The right of the PWA to construct the Works or any part thereof on, over, under or through any land.
- c) Interference whether temporary or permanent with any right of light airway or water or other easement or quasi-easement which is unavoidable result of the construction of the Works in accordance with the Contract.
- d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the Contract of the PWA, PWA Agents, servants or other Contractors (not being employed by the Contractor) or for or in respect of any claims, demands, proceedings, damage, costs, charges and expenses in respect thereof or to relation thereto.

Provided further that for the purpose of this clause the expression "the Site" shall be deemed to be limited to the area defined in the Specification or shown on the Drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the Works.

**Indemnity by the PWA**

- 2 ) The PWA will save harmless and indemnify the Contractor from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso in the sub-clause (1) of this clause.

**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 in the joint names of the PWA and the Contractor insure against any damage, loss or injury which may occur to any property (including that of the PWA) or to any person (including any employee of the PWA) by or arising out of the execution of the Works or Temporary 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 and in terms approved by the PWA (which approval shall not be unreasonably withheld) and for at least the amount stated in the Tender 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.

- Accident or Injury to Workmen** 24. 1) The PWA 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 to any workman or other person in the employment of the Contractors or any sub-contractor save and except an accident or injury resulting from any act or default of the PWA, the PWA Agents or servants and the Contractor shall indemnify and keep indemnified the PWA against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- Insurance against Accident etc. to Workmen** 24. 2) The Contractor shall insure against such liability with an insurer approved by the PWA (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 Engineer's Representative such policy of 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 PWA is indemnified under the policy but the Contractor shall require such sub-contractor to produce to the Engineer or the Engineer's representative when required such policy of insurance and the receipt for payment of the current premium.
- Remedy on Contractor's Failure to Insure** 25. 1) 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 the terms of the Contract then and in any such case the PWA 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 PWA as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- Notification by Contractor** 25. 2) It shall be the duty of the Contractor to notify the insurers of any of the insurances referred to in Clauses 21, 23 and 24 hereof 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 PWA against all losses, demands, proceedings, costs, charges and expenses whatsoever arising out of or resulting from any default by the Contractor in complying with the requirements of the sub-clause whether as a result of the avoidance of such insurance or otherwise.

<b>Insurer to be Approved</b>	25. 3)	<p>Where Clauses 21, 23 and 24 hereof require certain insurances to be effected with an insurer approved by the PWA or where any other insurance is required to be effected under the terms of the Contract the insurance shall be effected by the Contractor with one of the following approved Qatari insurance companies:</p> <ul style="list-style-type: none"> <li>i) The Qatar Insurance Company</li> <li>ii) The Qatar General Insurance and Reinsurance Company</li> <li>iii) Al Khaleej Insurance Company</li> <li>iv) Doha Insurance Company</li> <li>v) Any other approved Qatari Insurance company in future</li> </ul>
<b>Compliance with Statutes Regulations etc.</b>	26. 1)	<p>The Contractor shall conform in all respect with the provisions of any Statute, Ordinance or Law and the Regulations or Bye-laws of any local or other duly constituted authority which may be applicable to the Works or to any Temporary Works and with the rules and regulations of public bodies and companies and shall keep the PWA indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, Regulation or Bye-law.</p>
<b>Giving of Notices and Payment of Fees</b>	2)	<p>The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance or other Law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the rules and regulations of all public bodies and companies whose property or right are affected or may be affected in any way by the Works or any Temporary Works.</p>
<b>Register of Commence</b>	3)	<p>Without prejudice to the generality of sub-clauses (1) and (2) hereof and following award of the Contract to him, the Contractor shall comply with the Register of Commerce Regulations or any Regulation or Ordinance having the force of law in Qatar for the time being amending or re-enacting the same under which all persons and companies engaged in business in Qatar are required to be registered in the Register of Commerce. Persons or companies not entered in the Register are not permitted to carry on business.</p>
<b>Fossils etc.</b>	27.	<p>All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works</p>

shall as between the PWA and the Contractor be deemed to be the absolute property of the Government and 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 thereof and before removal acquaint the Engineer's Representative of such discovery and carry out at the expense of the Government, the Engineer's order as to the disposal of the same.

**Patents Rights and Royalties**

28. The Contractor shall save harmless and indemnify PWA from and against all claims and proceedings for or on account of infringement of 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 Temporary Works or any of them and from and against all claims, demand, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. 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 Temporary Works or any of them.

**Interference with Traffic and Adjoining Properties**

29. All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the PWA or of any other person and the Contractor shall save harmless and indemnify the PWA in respect of all claims, demands, 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 therefore.

**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 material 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**

30. 2) Should it be found necessary for the Contractor to move one or more loads of Constructional Plant, machinery or pre-constructed units or parts of units of work over part of

a 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 on to 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. Unless within fourteen (14) days of the receipt of such notice the Engineer shall by counter-notice direct that such protection or strengthening is 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 and expenses thereof shall be paid by the Contractor.

**Settlement of  
Extraordinary  
Traffic Claims**

30. 3) If during the carrying out of the Works or at any time thereafter the Contractor shall receive any claims arising out of the execution of the Works in respect of damage or injury to highways or bridges he shall immediately report the same to the Engineer. If and so far as any such claims or part thereof shall in the opinion of the Engineer be due to any failure on the part of the Contractor to observe and perform his obligations under sub-clauses (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 Government.

**Waterborne  
Traffic**

30. 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 PWA and their workmen and to the workmen of the PWA 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 which the PWA may enter into in connection with or ancillary to the Works.

**Supply of Plant,  
Materials and  
Labour**

32. Except where otherwise specified, the Contractor shall at his own expense supply and provide all the Constructional Plant, Temporary Works, materials both for temporary and for permanent works, labour (including the supervision thereof), transport to or from the site and in and about the Works and other things of every kind required for the construction, completion and maintenance of the Work.

**Site to be kept Clear of Obstruction** 33. 1) The Contractor shall at all times keep the Site free from obstruction and shall at any time if directed by the Engineer or the Engineer's Representative store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage or rubbish or Temporary Works no longer required.

**Clearance of Site on Completion** 33. 2) 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.

**Cleaning the Works** 33. 3) The Contractor is required to clear all materials, plant, rubbish and building debris of any nature within thirty (30) days after completion of the Works or suspension of the works for an indefinite period and to transport such rubbish and debris to a location designated by the relevant Municipality.

In the event of the Contractor's non-compliance with this clause a penalty of QR. 500.00 per day will be imposed. The Engineer is entitled to have such clearance carried out by others and to deduct such costs from any monies due or which may become due to the Contractor.

In addition to such penalty, the last Payment Certificate shall be withheld until the Contractor submits a Certificate from the relevant Municipality or PWA stating that he has cleared the site.

## **LABOUR**

**Conditions of Employment** 34. 1) The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than those established by agreement between employers or other recognized authorities and trade unions for similar trades or industries in the district where this Contract work is to be carried out. Where there are no such established rates and conditions in the trade or industry in the district then established rates and conditions in other districts for similar trades or industries carried on under similar general conditions shall be adopted. Without prejudice to the generality of the provision of sub-clause (4) hereunder the Contractor shall be responsible for the observance of the terms of this sub-clause by any sub-contractor.

**Rates of Pay** 34. 2) The rates of pay to the labour together with the working conditions to be observed in terms of paragraph (1) above,



shall in the event of any doubt be discussed between the Contractor and the appropriate Government Department of Labour.

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| <b>Wages Books</b>            | 34. 3) | The Contractor shall keep proper wages book showing the wages paid to labourers in and about the execution of the Contract together with such other records as are required by any Statute, Ordinance, Law, Regulation or Bye-Law in force in Qatar governing the employment of labour and shall be bound whenever required to produce such wages book and other records for the inspection of any person authorized by the Engineer.  |
| <b>Trade Unions</b>           | 34. 4) | Contractors and Sub-Contractors shall recognize the freedom of their labour to be members of registered trade unions.  |
| <b>Compliance with Clause</b> | 34. 5) | The Contractor shall also from time to time furnish to the Engineer such further detailed information and evidence as the Engineer may deem necessary in order to satisfy him that the conditions of this clause have been complied with.  |
| <b>Supply of Labour</b>       | 34. 6) | The Contractor shall use all diligence in arranging for a sufficient and suitable supply at all times throughout the Contract of labour and personnel and shall make his own arrangements for their recruitment, provided that the Contractor shall not recruit or attempt to recruit his personnel and labour from amongst persons in the service of the PWA. The Contractor shall at his own expense unless otherwise specified pay all costs and charges for and shall make all arrangements in connection with the recruitment, employment, supervision, transport, quarantine, housing and feeding, welfare and first aid and hospital services, camp administration and insurance of labour and personnel and all other matters whatsoever all of which shall be subject to the Statutes, Ordinances, Laws, Regulations and Bye-Laws now in force or which may be laid down by the appropriate Authorities from time to time during the continuance of the Contract. |
| <b>Permits</b>                | 34. 7) | The importation of labour and personnel shall be subject to the Statutes, Ordinance, Laws, Regulations and Bye-Laws in force from time to time and no labour or personnel shall be imported by the Contractor without first obtaining the necessary permit or permits or passports from the appropriate authorities.   |
| <b>Repatriation</b>           | 34. 8) | The Contractor shall at his own cost be responsible for the provision of transport to and from the Site at all times and the repatriation to the places where they were recruited of all his own and his Sub-Contractors' personnel and labour   |

employed upon the Works and shall be responsible for the suitable maintenance of all such persons who are being or about to be repatriated until they shall have left the country or the district as the case may be and in default the PWA may repatriate and maintain such persons and recover the costs from the Contractor.

**Contractor to Preserve the Peace**

34. 9) The Contractor shall at all times during the progress of the Works take all requisite precautions and use his best endeavours to ensure all his labour and personnel comply with the Statutes, Ordinances, Laws, Regulations and Bye-Laws in force in the district and so as to prevent accidents or any riotous or unlawful behaviour by or amongst the labourers and others employed on or in connection with the Works and for the preservation of the peace and protection of the inhabitants and the security of all property on or in the neighbourhood of the Site but the Contractor shall not be entitled to institute any force of police nor shall he interfere with the Government Police who shall have free and undisputed access at all times to any part of the Site in the execution of their duties.

**Alcohol and Drugs**

34. 10) The Contractor shall not otherwise than permitted in accordance with Government Regulation 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**

34. 11) The Contractor shall not import, sell, 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.

**Religious and Other Customs**

34. 12) The Contractor and his Sub-Contractors including Agents and other personnel shall in all their dealings with their labour for the time being employed on or in connection with the Works have due regard to all recognized festivals and religious or other customs.

**Health**

34. 13) Due precautions must be taken by the Contractor and at his own cost unless otherwise specified in collaboration with and to the requirements of the local health authorities to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance service are available at the camps or housing and on the Site at all times throughout the period of the Contract and that suitable arrangements are made for anti-malarial precautions and for prevention of epidemics and for all necessary welfare and hygiene requirements.

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| <b>Housing, Water etc.</b>         | 34. 14) | a) The Contractor is responsible for transportation of his workmen to and from the site.  |
|                                    |         | b) The Contractor is responsible for all arrangements for his workmen and everything concerning the procurement and employment of labour.   |
|                                    |         | c) The Contractor shall be required to provide and maintain at his own cost all camps and housing to accommodate properly his personnel and labour for the period of the Contract having due regard for the Statutes, Ordinances, Laws, Regulations and Bye-Laws in force in the district and to the approval of the PWA. Such camps and housing shall not be permitted to be erected on the site.  |
| <b>Contractor's Responsibility</b> | 34. 15) | The foregoing provisions of this clause shall apply to all labour and personnel employed by the Contractor and his Sub-Contractors and all costs, charges and expenses whatsoever that may be incurred by the Contractor and all risks involved in giving effect to the provisions of this clause including all insurances are deemed to be included and covered in the rates or lump sums inserted by the Contractor in the Bills of Quantities. |
| <b>Temporary Works</b>             | 34. 16) | Without prejudice to the generality of the definition of Temporary Works in Clause 1 of these Conditions the said definition shall be construed as comprising all works, structures, services, buildings and other facilities required in the fulfilment of this clause.  |
| <b>Return of Labour, etc.</b>      | 35.     | The Contractor shall if required by the Engineer deliver to the Engineer's Representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Engineer's Representative may require.         |

## **MATERIALS AND WORKMANSHIP**

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| <b>Quality of Materials and Workmanship and Tests</b> | 36. 1) | All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site 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 supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. |
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**Costs of Samples** 36. 2) 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 Specification or Bill of Quantities but if not then at the cost of the PWA.

**Cost of Tests** 36. 3) The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Specification or Bill of Quantities 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 Specification or Bill of Quantities in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

**Costs of Test not provided for etc.** 36. 4) If any test is ordered by the Engineer which is either:

- 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 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 PWA.

**Access to site** 37. The Engineer and any person authorized by him shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or whence 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.

**Examination of Work before Covering up** 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 unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

**Uncovering and Making Openings**

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 requirements of sub-clause (1) of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering making openings in or through reinstating and making good the same shall be borne by the PWA but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the PWA or may be deducted by the PWA from any monies due or which may become due to the Contractor.

**Removal of Improper Work and Materials**

39. 1) The Engineer shall during the progress of the Works have power to order in writing from time to time:
- a) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.
  - b) The substitution of proper and suitable materials and
  - c) 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.

**Default of Contractor in Compliance**

39. 2) In case of default on the part of the Contractor in carrying out such order the PWA shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the PWA or may be deducted by the PWA 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 is necessary in the opinion of the Engineer. The extra cost (if any) incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the PWA unless such suspension is :

- a) otherwise provided for in the Contract or
- b) necessary for the proper execution of the work or
- c) by reason of weather conditions or conditions due to weather conditions affecting the safety or quality of the work.
- d) by some default on the part of the Contractor or
- e) necessary for the safety of the work or any part thereof.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within fourteen (14) days of the Engineer's order. The Engineer shall settle and determine the extra payment to be made to the Contractor in respect of such claim as the Engineer shall consider fair and reasonable.

**Suspension  
Lasting more than  
Ninety (90) days**

40. 2) If on the written order of the Engineer (in this sub-clause referred to as "Suspension Order") the progress of the Works or any part thereof shall be suspended for a period or consecutive periods amounting in all to ninety (90) days or if the Engineer having previously issued a Suspension Order for a period which lasted less than ninety (90) days shall within less than ninety (90) days from the expiration of that period of suspension issue a further Suspension Order either in respect of the whole of the Works or (where the previous Suspension Order has affected only a part) affecting or including that part then and in any such case the Contractor may serve a written notice on the Engineer requiring permission within twenty eight (28) 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 to treat the suspension where it affects only part 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 PWA.

**COMMENCEMENT TIME AND DELAYS**

**Commencement  
of Works**

41. The Contractor shall commence the works on site on the date stated in the formal Contract Agreement 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 in so far 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 PWA will with the Engineer's written order to commence the Works give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction 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 notice in writing 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 construction 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 expense from failure on the part of the PWA 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 expense incurred which sum shall be paid by the PWA.

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| <b>Wayleaves, etc.</b>                 | 42. 2) | The Contractor shall bear all expenses 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 purposes of the Works.   |
| <b>Time for Completion</b>             | 43.    | Subject to any requirement in the Specification as to completion of any portion of the Works before completion of the whole, the whole of the Works shall be completed within the time stated in the tender or such extended time as may be allowed under Clause 44 hereof.   |
| <b>Extension of Time of Completion</b> | 44.    | Should the amount of extra or additional work of any kind 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 work the Engineer shall determine the amount of such extension and shall notify the PWA and the Contractor accordingly. 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 (28) days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the Engineer's Representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time. |

**No Night or Friday Work** 45. Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as hereinafter provided be carried on during the night or on Fridays without the permission in writing of the Engineer's Representative save 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 that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

**Rate of Progress** 46. The whole of the materials, plant and labour to be provided by the Contractor under Clause 5 hereof and the mode manner and speed of execution and maintenance of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works 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 the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day then if the Engineer shall grant such permission the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work the time for completion shall be extended by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the PWA from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

**Imposition of Penalty** 47. 1) Penalty for delay :

If the Contractor shall fail to complete the whole of the works, or any section of the works for which a particular time for completion is provided in the Contract within the time prescribed by Clause 43 hereof or extended time then the Contractor shall pay to the PWA the sum stated in 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 extended time as the



case may be and the date of completion of the Works. The maximum penalty for Delay shall not exceed 10% of the total Contract Sum or adjusted Contract Sum.

The said penalty shall be payable without notice or recourse to legal proceedings and without having to establish that damage was sustained which shall be considered as ascertained. The PWA may without prejudice to any other method of recovery deduct the amount of such penalty from any monies due or which may become due to the Contractor.

The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract. The imposition of such penalty shall not prejudice the PWA's right to compensation in respect of any other damages sustained by it.

**Reduction of Penalty**

47. 2) If before the completion of the whole of the Works, any part of the Works has been certified by the Engineer as completed pursuant to Clause 48 hereof and occupied or used by the PWA, the penalty for delay shall for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works as from the date of completion or occupation of such part.

**Consultants Fees for Delayed Completion**

47. 3) In addition to the penalty for delay as described in Clause 47 (1) hereof the Contractor will be liable for the full costs of any additional fees payable by the PWA to any Consultants engaged by the PWA for this Contract and which are payable as a result of the Contractor failing to complete the Works within the time prescribed by Clause 43 hereof or any extended time granted under Clause 44 hereof. The PWA may without prejudice to any other method of recovery deduct the amount of such damages from any monies in its hands due or which may become due to the Contractor.

The payment of such costs shall not relieve the Contractor from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.

**Certificate of Completion of Works**

48. As soon as in the opinion of the Engineer the Works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the Contract the Engineer shall on receiving a written undertaking by the Contractor to finish any outstanding work during the Period of Maintenance, issue a Certificate of Completion in respect of the Works and the Period of Maintenance of the Works shall commence from the date of such certificate. Provided that the Engineer may give such a certificate with respect to any part of the Works

before the completion of the whole of the Works and shall upon the written application of the Contractor give such certificate with respect to any substantial part of the Works which has been both completed to the satisfaction of the Engineer and occupied or used by the PWA and when any such certificate is given in respect of a part of the Works such part shall be considered as completed and the period of Maintenance of such part shall commence from the date of such certificate. Provided also that a Certificate of Completion given in accordance with the foregoing provisions of any part of the Works occupied and used as aforesaid shall not be deemed to certify completion of any ground or surfaces requiring reinstatement unless such certificate shall expressly so state.

## **MAINTENANCE AND DEFECTS**

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| <b>Definition of 'Period of Maintenance '</b>    | 49. 1) | In these Conditions the expression "Period of Maintenance" shall mean the period of maintenance named in the Tender 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.   |
| <b>Execution of Work of Repair, etc.</b>         | 49. 2) | To the intent that the Works shall at or as soon as practicable after the expiration of the Period of Maintenance be delivered up to the PWA in as good and perfect a condition (fair wear and tear excepted) to the satisfaction of the Engineer as that in which they were at the commencement of the Period of Maintenance the Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of 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 (14) days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration. |
| <b>Cost of Execution of Work of Repair, etc.</b> | 49. 3) | All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be 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** 49. 4) If the Contractor shall fail to do any such work as aforesaid required by the Engineer the PWA shall be entitled to carry out such work by its own workmen or by other contractors and if such work is work which the Contractor should have carried out at the Contractor's own cost, shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

**Contractor to Search** 50. The Contractor shall if required by the Engineer in writing search for the cause of any defect, imperfection or fault under the directions 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 in searching as aforesaid shall be borne by the PWA. But if such defect imperfection or fault shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching 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 provisions 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 in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable 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.
- 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.

**Order for Variations to be in Writing** 51. 2) No such variation shall be made by the Contractor without an order in writing of the Engineer. 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 confirm in writing to the Engineer any verbal order of the Engineer and such confirmation shall not be contradicted in writing by the Engineer it shall be deemed to be an order in writing by the Engineer.

**Valuation of Variations**

51. 3) The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the Tender in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the Contract if in the opinion of the Engineer the same shall be applicable. If the Contract shall not contain any rates applicable to the extra or additional work then suitable prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such prices as shall in his opinion be reasonable and proper.

**Power of Engineer to Fix Rates**

51. 4) Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work 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 unreasonable 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.

Provided also that no increase of the Contract Price under sub-clause (3) of this clause or variation of rate or price under sub-clause (4) of this clause shall be made unless as soon after the date of the order as is practicable and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable 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
- b) by the Engineer to the Contractor of his intention to vary a rate or price as the case may be.

## CLAIMS

- Claims** 52. The Contractor shall send to the Engineer once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Contractor may consider himself entitled which he has executed during the preceding month and no claim for payment for any such work 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 notwithstanding the Contractor's failure to comply with this condition if the Contractor has at the earliest practicable opportunity notified the Engineer that he intends to make a claim for such work.

## PLANT, TEMPORARY WORKS AND MATERIALS

- Plant Definitions:** 53. For the purpose of this clause :
53. 1) a) The expression "Constructional Plant" shall be deemed to exclude vehicles engaged in transporting any plant equipment or materials to or from the Site.
- b) The expression "Essential Hired Plant" shall mean all Constructional Plant, Temporary Works and materials for Temporary Works the withdrawal of which in the event of a forfeiture under Clause 63 hereof might (having regard to the methods of construction employed prior to the forfeiture) endanger the safety or stability of or result in serious disturbance to the execution of any part of the Works and which are held by the Contractor under any agreement for hire thereof.
- c) The expression "Hired Plant" shall mean any Constructional Plant Temporary Works and materials for Temporary Works (other than Essential Hired Plant) held by the Contractor under any agreement for hire thereof.
- d) The expression "agreement for hire" shall be deemed not to include an agreement for hire purchase.
- e) The expression "Hire Purchase Plant" shall mean any Constructional Plant Temporary Works and materials for Temporary Works held by the Contractor under an agreement for hire purchase thereof.

<b>Ownership of Plant Brought to Site</b>	53. 2)	All Constructional Plant, Temporary Works and materials owned by the Contractor or by any company in which the Contractor has a controlling interest shall when brought on to the Site (or in the case of Hire Purchase Plant on the Site on its becoming the property of the Contractor) immediately be deemed to become the property of the PWA.
<b>Conditions of Hire of Certain Plant</b>	53. 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 Essential Hired Plant or Hired Plant the Contractor shall not bring on to the Site any Essential Hired Plant or Hired Plant unless the agreement for hire thereof contains a provision that the owner thereof will on request in writing made by the PWA within seven (7) days after the date on which any such forfeiture has become effective and the PWA undertaking to pay all hire charges in respect thereon from such date hire such Essential Hired Plant or Hired Plant to the PWA on the same terms in all respects as the same was hired to the Contractor save that the PWA 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.
<b>Cost for Purposes of Clause 63</b>	53. 4)	In the event of the PWA entering into any agreement for hire of Essential Hired Plant or Hired Plant pursuant to the provisions of sub-clause (3) of this clause all sums properly paid by the PWA under the provisions of any such agreement and all expenses incurred by him (including stamp duties) in entering into such agreement shall be deemed for the purpose of Clause 63 hereof to be part of the cost of completing the Works.
<b>Contractor's Certificate as to Hiring Provisions</b>	53. 5)	The Contractor shall upon request made by the Engineer at any time in relation to any item of Essential Hired Plant, or Hired Plant forthwith notify to the Engineer in writing the name and address of the owner thereof and shall 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 certificate) in regard to any Hire Purchase Plant. The Contractor shall also upon request made by the Engineer provide the Engineer with a true copy of such agreements.
<b>Hire Purchase Payments by PWA</b>	53. 6)	The PWA shall in order to avoid seizure by the owner of any Essential Hired Plant 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 doing so any amount so paid by him shall be a debt due from the Contractor to the PWA and may be deducted by the PWA

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

**Irremovability of Certain Plant**

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

**Re-vesting Removal and Failure to Remove Plant**

53. 8) Upon removal of any such Constructional Plant, Temporary Works or materials as have been deemed to become the property of the PWA under sub-clause (2) of this clause with consent as aforesaid the property therein shall re-vest in the Contractor and upon completion of the Works the property in the remainder of such Constructional Plant, Temporary Works and materials as aforesaid shall subject to the provisions of Clause 63 (1) hereof re-vest in the Contractor who shall remove the same together with any Essential Hired Plant, Hired Plant, and Hire Purchase Plant. If the Contractor shall fail to remove any Constructional Plant, Temporary Works or materials as aforesaid or any Essential Hired Plant, Hired Plant or Hire Purchase Plant within such reasonable time after completion of the Works as may be allowed by the Engineer then the PWA may :

- a) sell any such Constructional Plant, Temporary Works and materials as aforesaid, and
- b) return at the Contractor's expense to the person firm or company from whom any Essential Hired Plant, Hired Plant or Hire Purchase Plant was held by the Contractor such Essential Hired Plant, Hired Plant or Hire Purchase Plant

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

**Liability for Loss or Injury to Plant**

53. 9) The PWA shall not at any time be liable for the loss or injury to any of the Constructional Plant, Temporary Works

or materials which have become the property of the PWA under sub-clause(2) of this clause save as mentioned in Clauses 20 and 65 hereof.

**Incorporation of Clause in Sub-Contracts** 53. 10) The Contractor shall when entering into any sub-contract for the execution of any part of the Works incorporate in such sub-contract (by reference or otherwise) the Provisions of this clause in relation to Constructional Plant, Temporary Works and materials Essential Hired Plant, Hired Plant and Hire Purchase Plant brought onto the Site by the sub-contractor.

**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.

## MEASUREMENT

**Quantities** 55. Except as provided for under Clauses 51 and 58 (1) hereof the quantities set out in the Bill of Quantities are to be taken to be the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract. Any error in or omission from the Bill of Quantities shall not in any way vitiate or invalidate the Contract nor be grounds for adjusting the Contract Price.

**Variation etc. to be Measured** 56. 1) The Engineer shall ascertain by admeasurements or other means for the purpose of Variations and Interim Payments only the value in accordance with the Contract of work done or omitted as provided for under Clauses 51 and 58 (1). 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 or 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 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 14 days attend to examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed



and if the Contractor does not so attend to examine and agree any such records and drawings they shall be taken to be correct. If after examination of such records and drawings the Contractor does not agree the same or does not sign the same as agreed they shall nevertheless be taken to be correct unless the Contractor shall within fourteen (14) 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 to be incorrect.

## **Foundations**

56. 2) 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 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 by the Engineer.

## **Method of Measurement**

57. 1) The Bills of Quantities have been prepared by the PWA or PWA Agent in accordance with the Standard Method of Measurement generally used for the Works which shall consist of the followings:
- a) Standard Method of Measurement for Building Works dated 28th February, 1973 (25th Muharram, 1393) issued by the Ministry of Public Works, State of Qatar, and as modified expressly by implication of the preambles or item descriptions or
  - b) Standard Method of Measurement of Civil Engineering Works (CESMM3), 3<sup>rd</sup> Edition and issued by the Institution of Civil Engineers (Thomas Telford, London, 1991) or
  - c) Method of Measurement for Road and Bridge Works published by the Ministry of Industry and Public Works.

## **Daywork**

57. 2) In respect of all Daywork the Contractor shall:
- a) furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for his approval and
  - b) during the continuance of such work deliver each day to the Engineer's Representative an exact list in duplicate of the 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 herein before 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.

- c) 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.

**Payment for Daywork**

- 57. 3) The Contractor shall not be entitled to any payment unless all lists and statements referred to in sub-clause (2) here have been fully and punctually rendered. Provided always that if the Engineer shall consider that for any reason the sending of such list or statement by the Contractor in accordance with the foregoing provisions was impracticable shall nevertheless be entitled to authorize 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 therefore as shall in his opinion be fair and reasonable.

**PROVISIONAL AND PRIME COST SUMS**

**Provisional Sums**

- 58. 1) Every Provisional sum (other than P.C. prices under sub-clause (2) of this clause) including sums arrived at by extending Provisional quantities at tendered rates set out in the Bill of Quantities (whether for work to be executed by the Contractor which has not been specified in detail when the Contract is entered into or for work to be executed by a Nominated Sub-Contractor as hereinafter defined) together with the charges and profits (if any) which the Contractor shall have added to such sums shall be deducted from the Contract Price and in lieu thereof there shall be added to the Contract Price:
  - a) where work to which the provisional sum relates has been ordered by the Engineer and executed by the Contractor the value of the work so executed valued in accordance with Clause 51 hereof and
  - b) where work to which the provisional sum relates has been ordered by the Engineer and executed by a Nominated Sub-Contractor (as hereinafter defined) the sum or sums actually paid (subject however to the provisions of sub-clause (5) hereof) by the Contractor to such Sub-Contractor on the direction of the Engineer and (if the Contractor shall have added to the provisional sum to which the work relates any sums in respect of charges and profits) a sum in the same proportion to the sum so actually paid as the said charges and profits bear to the said provisional sum.

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| <b>Prime Cost Items</b>                           | 58. 2) | Every sum in the Bill of Quantities which contains (either as the whole or part of the sum) a prime cost (P.C.) price for goods or materials to be supplied for or for incorporation into the Works shall be varied by the substitution for the prime cost price of the actual price (subject however to the provisions of sub-clause (5) hereof) paid by the Contractor for the goods or materials on the direction of the Engineer and the Contract Price shall be increased or decreased (as the case may be) by the amount by which the sum in the Bill of Quantities is increased or decreased by such substitution. No variation shall be made to or in respect of any sum added for labours to the prime cost price on account of the said actual price being greater or less than the prime cost price but in respect of all other charges and profit there shall be added or deducted as the case may be a sum representing such percentage as is provided in the Bill of Quantities in relation to the particular item of prime cost concerned or (if none) as is inserted by the Contractor in the form of Tender as the percentage for the adjustment of prime cost sums. |
| <b>Use of Provisional and Contingency Items</b>   | 58. 3) | All sums set out in the Bill of Quantities which shall be stated to be provisional or for contingencies shall be used only at the direction and discretion of the Engineer and if not used either wholly or in part shall as to the amount not used be deducted from the Contract Price.  |
| <b>Production of Vouchers, etc.</b>               | 58. 4) | 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 or prime cost items.  |
| <b>Cash Discount</b>                              | 58. 5) | In so far as any sum is paid by the Contractor to a Nominated Sub-Contractor (as hereinafter defined) by direction of the Engineer under sub-clause (1) (b) or (2) of this clause before the Contractor shall have received payment of that sum from the Employer there shall for the purpose of adjusting the Contract Price under sub-clauses (1) or (2) hereof (as the case may be) be added to the actual sum paid by the Contractor as aforesaid - 2-1/2 per cent of the amount of such actual payment and the benefit of any cash discount allowed in respect thereof shall be passed to the PWA.   |
| <b>Assignment of Sub-Contractor's Obligations</b> | 58. 6) | In the event of a Nominated Sub-Contractor (as hereinafter defined) having undertaken towards the Contractor in respect of the work executed or the goods or materials supplied by such Nominated Sub-Contractor any continuing obligation extending for a period exceeding that of the Period of Maintenance under this Contract the Contractor shall at any time after the expiration of the  |

Period of Maintenance assign to the PWA at the PWA's request and cost the benefit of such obligation for the unexpired duration thereof.

**Nominated Sub-Contractors**

59. 1) All specialists, merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are included in the Bill of Quantities who may have been or be nominated or selected or approved by the PWA or the Engineer and all persons to whom by virtue of the provisions of the Bill of Quantities or Specification the Contractor is required to sub-let any work shall in the execution of such work or the supply of such goods be deemed to be Sub-Contractors employed by the Contractor and are hereinafter referred to as "Nominated Sub-Contractors". Provided always that the Contractor shall not be required by the PWA or the Engineer or be deemed to be under any obligation to employ any Nominated Sub-Contractor who shall decline to enter into a sub-contract with the Contractor containing provisions:

- a) That in respect of the work or goods the subject of the sub-contract the Nominated Sub-Contractor will undertake towards the Contractor the like obligations and liabilities as are imposed upon the Contractor towards the PWA by the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, demands, 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 purpose of the Contract and from all claims as aforesaid.

**Payment to Nominated Sub-Contractors**

59. 2) Before issuing under Clause 60 hereof any certificate which includes any payment in respect of work done or goods 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 of such Nominated Sub-Contractor 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 payment and
- b) produce to the Engineer reasonable proof that he has so informed such Nominated Sub-Contractor in writing.

the PWA shall be entitled to pay to such Nominated Sub-Contractor direct upon the certificate of the Engineer all payments (less retentions) which the Contractor has failed to make to such Nominated Sub-Contractor and to deduct by way of set-off the amount so paid by the PWA from any sums due or which become due from the PWA to the Contractor.

Provided always that where the Engineer has certified and the PWA 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.

## **CERTIFICATES AND PAYMENTS**

### **Monthly Statements**

60. 1) The Contractor shall submit to the Engineer at the end of each month a statement in the form approved by the Engineer showing the amounts to which the Contractor may consider himself entitled up to the end of the month in respect of.
- a) The estimated value in accordance with the Contract of the permanent work executed on the Site and forming part of the Works.
  - b) The estimated value in accordance with the Contract of any materials on Site for the permanent work supplied by the Contractor but not yet incorporated in the permanent work.
  - c) Payments on account of such items in the Bill of Quantities not included under (a) or (b) above.
  - d) Any other sums or charges to which the Contractor may consider himself entitled under the terms of the Contract.

### **Monthly Payments**

60. 2) The Engineer shall after examining each such monthly statement issue an Interim Certificate to the PWA with a copy to the Contractor certifying the amount of payment to

the Contractor which the Engineer shall consider due and payable in accordance with the terms of the Contract, subject to the retention of the Percentage of Retention stated in the Tender until the amount so retained reaches the limit of Retention Money stated in the Tender provided that the Engineer shall not issue an Interim Certificate if the amount thereof would be less than the minimum amount of Interim Certificates stated in the Tender after deducting retention money and any sums which are due and payable to the PWA by the Contractor in terms of the Contract.

**Payment of Retention Money**

60. 3) a) Upon the issue of the Certificate of Completion with respect 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 Fund 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 work ordered pursuant to Clauses 49 and 50 hereof in respect of the whole or any part of the Works the PWA shall be entitled to withhold payment until completion of such work of so much of such half of the Retention Money or such proportion thereof as the case may be as shall in the opinion of the Engineer represent the cost of the work remaining to be executed.

If the Contractor is not a National Company then the half of the retention money payable in accordance with sub-clause 60(3) (a) shall only be released against an equivalent bank guarantee valid until the end of the maintenance period.

**Time for Payment**

60. 4) Payment upon each of the Engineer's Interim Certificates shall be made by the PWA to the Contractor within the time stated in the Appendix 'A' of the Form of Tender after such certificate has been delivered to the Department of General Financial Affairs, Ministry of Finance.

**Correction and Withholding of Certificates**

60. 5) The Engineer may by any Interim Certificate make any correction or modification in any previous Certificate which shall have been issued by him and shall have power to withhold any Interim Certificate if the Works or any part thereof are not being carried out to his satisfaction.

<b>Currency of Account</b>	60. 6)	All payments will be made in the currency of Qatar.
<b>Retention on Sub-Contractors</b>	60. 7)	The Contractor shall apply the terms of retention and release all Retention Monies on Nominated Sub-Contractors' 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-clauses (2) and (3) of this clause but related to the terms of the Nominated Sub-Contract in place of the terms for this Contract and the release of Retention Monies to Nominated Sub-Contractors shall not affect in any way the terms for the release of Retention Monies referred to in sub-clauses (2) and (3) of this clause.
<b>Final Account</b>	60. 8)	<p>As soon as possible after the issue of the Certificate of Completion for the whole of the Works the Contractor shall submit to the Engineer a statement of Final Account showing in detail in the form approved by the Engineer the value in accordance with the Contract of all works executed under the Contract. The Engineer shall after examining the Final Account certify to the PWA the amount of payment which the Engineer shall consider due and payable in accordance with the terms of the Contract and the Government shall pay the sum so certified within a period of forty-five (45) days from the receipt of the Engineer's Final Certificate by Department of General Financial Affairs.</p> <p>In adherence to the Decree Law No. (11) of the year 1993 concerning income tax and the circulars implementing it, if the Contractor is not a National Company the Final payment shall not be released unless the Contractor submits a tax clearance certificate from the "Income Tax Dept." of the Ministry of Finance with respect to the Contract Agreement.</p>
<b>Approval only by Maintenance Certificate</b>	61.	No certificate other than the Maintenance Certificate referred to in Clause 62 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
<b>Maintenance Certificate</b>	62. 1)	The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer and delivered to the PWA stating that the Works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer twenty-eight (28) days after the expiration of the Period of Maintenance (or if different periods of

Maintenance shall become applicable to different 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 of using thereof or any part thereof by the PWA.

Provided always that the issue of the Maintenance Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the retention money in accordance with the conditions set out in Clause 60 hereof.

**Cessation of PWA's Liability**

62. 2) The PWA 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 a claim in writing in respect thereof before the giving of the Maintenance Certificate under this clause.

**Unfulfilled Obligations**

62. 3) Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to sub-clause (2) of this clause) the PWA 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 un-performed 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 in force between the parties hereto.

## **REMEDIES AND POWERS**

**Forfeiture**

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 purpose of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the PWA first obtained or shall have an execution levied on his goods or if the Engineer shall certify in writing to the PWA that in his opinion the Contractor :
- a) has abandoned the Contract or
  - b) without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for twenty eight (28) days after receiving from



the Engineer written notice to proceed or

- c) has failed to remove materials from the Site or to pull down and replace work for twenty eight (28) 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) 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 PWA may after giving fourteen (14) days' 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 Contract or affecting the rights and powers conferred on the PWA or the Engineer by the Contract and may himself complete the Works or may employ any other Contractor to complete the Works and the PWA or such other contractor may use for such completion so much of the Constructional Plant, Temporary works and materials which have been deemed to become the property of the PWA for the construction and completion of the Works under the provisions of the Contract as he or they may think proper and the PWA may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

**Valuation at Date of Forfeiture**

63. 2) The Engineer shall as soon as may be practicable after any such entry and expulsion by the PWA 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 what was the value of any of the said unused or partially used materials any Constructional Plant and any Temporary Works.

**Payment after forfeiture**

63. 3) If the PWA shall enter and expel the Contractor under this clause the PWA 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 completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the PWA 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 due to him upon due completion by him after deducting the said amount. But 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 PWA the amount of such excess and it shall be deemed a debit due by the Contractor to the PWA and shall be recoverable accordingly.

**Urgent Repairs**

64. 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 security and the Contractor is unable or unwilling at once to do such work or repair the PWA may by its own or other workmen do such work or repair as the Engineer or the Engineer's Representative may consider necessary.

If the work or repair so done by the PWA is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract all costs and charges properly incurred by the PWA in so doing shall on demand be paid by the Contractor to the PWA or may be deducted by the PWA 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.

**SPECIAL RISKS**

**No Liability for War, etc., Risks**

65. Notwithstanding anything in the Contract contained:-
65. 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 Temporary Works or to property whether of the PWA or third parties or for or in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power civil war or (otherwise than among the Contractor's own employees) riot, commotion or disorder (hereinafter comprehensively referred to as "the said special risks") and the PWA shall indemnify and save harmless the Contractor against and from the same and against and from all claims, demands proceedings, damages, costs, charges and expenses

whatsoever arising there out or in connection therewith and shall compensate the Contractor for any loss of or damage to property of the Contractor used or intended to be used for the purpose of the Works (including property in transit to the Site) and occasioned either directly or indirectly by said special risks. For the purposes of this clause the expression "Property of the Contractor" shall include any plant brought on to the Site by the Contractor the property in which under the terms of Clause 53 hereof is deemed to become the property of the PWA.

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|---|--------|---|
| <b>Damage to Works etc. by Special Risks</b>      | 65. 2) | If the Works or Temporary Works or any materials (whether for the former or the latter) on or near or in transit to the Site shall sustain destruction or damage by reason of any of the said special risks the Contractor shall nevertheless be entitled to payment for any permanent work and for any materials so destroyed or damaged and the Contractor shall be entitled to be paid by the PWA the cost of making good any such destruction or damage whether to the Works or the Temporary Works and of replacing or making good such materials so far as may be required by the Engineer or as may be necessary for the completion of the Works on a prime costs basis plus such profit as the Engineer may certify to be reasonable. |
| <b>Projectile Missile etc.</b>                    | 65. 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.   |
| <b>Increased Costs Arising from Special Risks</b> | 65. 4) | The PWA 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.  |
| <b>Outbreak of War</b>                            | 65. 5) | 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 in this clause contained use his best endeavours to complete the execution of the Works provided always that the PWA shall be entitled at any time after such outbreak of war to terminate this Contract by   |

giving notice in writing to the Contractor and upon such notice being given this Contract shall (save 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**

65. 6) 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 remove similarly all Constructional Plant belonging to them and in the event of any failure so to do the PWA shall have the like powers as are contained in Clause 53 (8) hereof in regard to failure to remove Constructional Plant on completion of the Works but subject to the same condition as is contained in Clause 53 (9) hereof.

**Payment if Contract Terminated**

65. 7) If the Contract shall be terminated as aforesaid the Contractor shall be paid by the PWA (in so far 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 or Temporary 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 PWA upon such payment 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 in so far 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.
- e) The reasonable cost of removal under sub-clause (6) of this clause and (if required by the Contractor) return thereof to the Contractor's main plant yard or to any other destination at no greater cost.

- f) The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided always that against any payments due from the PWA under this sub-clause the PWA shall be entitled to be credited with any outstanding balances due from the Contractor for advance in respect of plant and materials and any sum previously paid by the PWA to the Contractor in respect of the execution of the Works.

## FRUSTRATION

**Payment in the Event of Frustration**      66.    1) In the event of the Contract being frustrated whether by war or otherwise howsoever the sum payable by the PWA to the Contractor in respect of the work executed shall be the 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.

**Termination of the Contract by the Authority**      2)    The PWA shall be entitled at any time during the currency of the Contract to terminate this Contract by giving notice in writing to the Contractor and upon such notice being given this Contract shall (save as to the rights of the parties under this clause and the operation of Clause 67 hereof), terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

If the Contract shall be terminated as aforesaid the sum payable by the PWA to the Contractor in respect of work executed shall be the 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.

On termination, the Contractor shall remove from the site all constructional plant as stipulated under Clause 65 (6) hereof as though the Contract had been terminated under the provisions of Clause 65 hereof. The Contractor shall also clean the site as provided by Clause 33 (3) hereof as though the works had been completed.

## SETTLEMENT OF DISPUTES

**Settlement of Disputes - Litigation**      67.    1) If any dispute or difference shall arise between the PWA or the Engineer and the Contractor in connection with or arising out of the Contract or the execution of the Works (during the progress of Works and before termination or abandonment of the Contract) it shall in the first place be referred to and settled by the Engineer who shall within a period of ninety (90) days after being requested by either party to do so give written notice of his decision to the PWA and the Contractor. Save as hereinafter provided

such decision in respect of every matter so referred shall be final and binding upon the PWA and the Contractor until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence whether or not he or the PWA requires to refer such dispute or difference to the court as hereinafter provided and shall be settled according to Qatari Law.

- 2) If the Engineer fails to give a written notice of his decision in accordance with sub-clause (1) of this clause within ninety (90) days or if the PWA or the Contractor has reason to dispute the Engineer's decision then the PWA or the Contractor may refer the dispute to the Qatari Competent Court of Justice provided that fifteen (15) days written notice has been given to the Engineer of the intention to do so.
- 3) The Contractor may only refer the matter in dispute to the Court up to a date not later than six (6) months from the date of issue of the Maintenance Certificate, termination, abandonment or breach of the Contract whichever is the earlier.
- 4) Any such references as aforesaid shall not in any way vitiate nor invalidate the Contract neither shall it be grounds for the Contractor to cease work nor for the Employer to terminate the employment of the Contractor under the Contract and the Contractor shall proceed with the Works with all due diligence.
- 5) All such reference as aforesaid shall be governed by the Law of Qatar and all judicial proceedings shall take place in the State of Qatar.
- 6) In the event of litigation between the parties all official legal proceedings within or without the Court relating thereto shall be in the Arabic language unless the Court shall decide otherwise.

## **NOTICES**

### **Services of Notices on the Contractor**

68. 1) Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by post to or leaving the same at the aforementioned registered address in Qatar.

### **Services of Notices on the PWA**

- 2) Any notice to be given to the PWA under the terms of the Contract shall be served by sending the same by post to or leaving the same at the PWA, P.O. Box 22188, Doha, State of Qatar.

**Service of Notices on the Engineer**

- 3) Any notice to be given to the Engineer under the terms of the Contract shall be served by sending the same by post to or leaving the same at the Engineer's office in Doha.

**Service of Notices on the Engineer's Representative**

- 4) Any notice to be given to the Engineer's Representative under the terms of the Contract shall be served by sending the same by post to or leaving the same at the Engineer's Representative's offices in Doha.

**DEFAULT OF EMPLOYER**

**Default of the PWA**

- 69 1) In the event of the PWA:
- a) Failing to pay to the Contractor the amount due under any certificate of the Engineer within the time stated in the Tender; or
  - b) Interfering with or obstructing the issue of any such certificate

The Contractor shall be entitled without prejudice to any other rights or remedies to refer such matter to the Qatari competent Court of Justice by giving notice in writing to the PWA of his intention to take such action.

- 2) Such notice shall be given not later than twenty eight (28) days after the occurrence of either event referred to in sub-clause (1) hereof or as soon thereafter as is practicable.
- 3) The Contractor shall refer the matter to the court either during the execution of the works or not later than six (6) months after the date of the Maintenance Certificate.
- 4) No such notice or reference shall in any way vitiate or invalidate the Contract nor shall it be grounds for the Contractor to cease work or terminate the Contract and the Contractor shall in all cases proceed with the works with all due diligence.
- 5) All matters so referred shall be governed by the Qatari Law and will take place in the State of Qatar.

**OTHER CONDITIONS**

**Taxation, Customs Duty, Rates and Other Charges**

70. 1) The Contractor shall comply with the Statutes, Ordinances, Laws, Regulations and Bye-Laws of Qatar. He shall be responsible for ascertaining the extent and incidence of all taxes, customs, rates, dues and all other charges payable in accordance with such Statutes, Ordinances, Laws, Regulations and Bye-Laws and shall give all notices in compliance therewith.

- 2) The Contractor shall be held to have included in the Tender for the payment of all charges of whatever nature required to be paid in order to comply in all respects with the provisions of the Contract and the aforementioned Statutes, Ordinances, Laws, Regulations and Bye-Laws.

**Constructional Plant, Temporary Works and Materials etc**

71. 1) The Constructional Plant, Temporary Works, Materials, Transport and things of every kind necessary for the construction, completion and maintenance of the Works shall be erected in such positions and used or executed at such times and in such a manner as is indicated in the programme to be provided by the Contractor under the terms of Clause 14 of these Conditions of Contract or any subsequent modifications to such programme agreed by the Engineer and as are most efficient and suitable for the proper timely and safe execution of the Works to be undertaken under this Contract.
- 2) The Contractor shall be solely responsible for the provision, sufficiency, safety and all other risks and costs of all the aforesaid Constructional Plant, Temporary Works, Materials, Transport and things of every kind and for the methods adopted by him for the proper execution of the Works in accordance with the Contract.
- 3) The Contractor shall at his own expense unless otherwise specified make all his own arrangements for the supply and the distribution of water, fuel, light and power to all points where they are required for all the operations under the Contract and for this purpose he shall provide and use all the necessary Constructional Plant, Temporary Works, Materials, Transport, and things of every kind necessary to supply and distribute the supplies to the various parts of the Works including also for a satisfactory supply of water to the offices, camps, latrines and other temporary buildings requiring it and a sufficient supply of drinking water of good quality for his employees.
- 4) The Contractor shall take all risks from water whatever the source or cause may be and shall at his own expense unless otherwise specified so properly deal with and dispose of water by use of sufficient Constructional Plant, Temporary Works, Materials, Transport and things of every kind as to ensure the whole of the Works being executed in a satisfactory, dry and safe manner in accordance with the requirements of the Contract.
- 5) The Contractor shall at his own expense unless otherwise specified provide and maintain all necessary Temporary bridging, gangways, ladders, stagings, railways, roads and footpaths to and about the Site of the Works as may be necessary for the construction and completion of the Works or transport of labour, plant and materials. All of the before-mentioned works which may be constructed and in use for the Works generally shall be available



without charge for the reasonable use of the PWA, the Engineer and other Contractors employed by the PWA on the Site.

- 6) The Contractor shall obtain his own information with regard to the granting of import and export licences. The Contractor shall bear the expense of and shall obtain all import and export licences for Constructional Plant, Materials, Equipment and other things required for the completion and maintenance of the Works and shall be deemed to have satisfied himself with regard to all his liabilities under the Statutes, Ordinances, Laws, Regulations and Bye-Laws governing the granting of these licences.

The Contractor shall ensure that applications for import and export licences are submitted to the appropriate authorities in sufficient time to clear all formalities before the licences are required.

**Details to be Confidential**

72. The Contractor shall treat the details of this Contract as private and confidential (save insofar as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the PWA. 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 PWA whose award shall be final.

**Bribery and Corruption**

73. The PWA 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 obtaining or execution of the Contract or any other Contract with the PWA or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the PWA.

**Boycott of Israel**

74. The Contractor shall be bound strictly to comply with the Rules, Regulations and Laws in force in Qatar relating to the boycott of Israel.

**Law to Apply**

75. The Contract shall be construed and operated and shall be interpreted in accordance with the Law of Qatar.

**Air and Sea  
Transport to and  
from Doha**

76. 1) If air travel by personnel and workmen or air freight of materials are required in the execution of the Works :
- a) The Contractor shall ensure that his personnel and workmen and all other persons in his employment in connection with the Works travel exclusively on Qatar Airways flights on all journeys to and from Doha.
  - b) The Contractor shall also ensure that Qatar Airways is used exclusively for the air freighting to Doha of any materials and equipment necessary for the execution of the Works.
- 2) If the Contractor intends to transport by sea, he shall ensure that priority is given to Qatar National Navigation Company and thereafter Arabic United Navigation Company for the transport of personnel and workmen and sea freighting of materials and equipment provided their prices are not more than that of any other foreign Navigation Company.
- 3) The Contractor shall provide substantiation of his compliance with this clause if required by the Engineer.

**Materials and  
Equipment from  
Qatar or Other  
CCASG Countries**

- 77 1) As required by Article (4) of Law No.6 of 1987 all materials and equipment necessary for the execution of the Works which are national products or are of national origin and which comply in all respects with the requirements of the specification, shall be used in the Works and shall be given priorities in accordance with the provisions of the law.
- 2) The Contractor shall provide substantiation of his compliance with this clause if required by the Engineer.
- 3) On non-compliance with this clause the Contractor shall be fined 20% of the value of the item purchased outside Qatar or the CCASG Countries and shall be subject to further penalties in accordance with Article (8) of Law No. 6 of 1987.
- 4) The PWA may without prejudice to any other method of recovery deduct the amount of such fine from any monies in its hands due or which may become due to the Contractor.