SULTANATE OF OMAN

STANDARD CONTRACT FOR
BUILDING
AND CIVIL ENGINEERING WORKS

May 2019
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Short description of Works

Directions:
Tenderers are required to fill in the blanks in this Letter of Tender
To ...........................................................

1. We are having examined the Instructions to Tenderers, Contract Agreement, Conditions of Contract, Drawings, Specification, Bills of Quantities*, Schedule of Rates and Prices*, the Addenda listed hereunder for the execution of the above named Works. We, the undersigned, offer to execute, complete the Works and remedy any defects therein in conformity with the Tender which includes all the above documents for the sum .................. Riyal Omani (R.O. ...........................................) or of the sum (...........................) in other currency based on fixed rate of R.O = ..............Exchange rate, or any other sum as may be ascertained in accordance with the above Conditions.

2. We undertake that if our Tender is accepted, we will provide the specified Performance Bond according to the terms specified by you, from a locally registered Insurance Company or Bank in accordance with Sub-Clause 4.4 of the Conditions of Contract, to be jointly and severally bound with

---

العقد الموحد لإنشاء المباني والأعمال المدنية – مايو 2019

رسالة العطاء
Letter of Tender

وصف موجز للأعمال:

تنبيه
يتعين على المتناقصين استيفاء كافة البيانات الغير مستوفاة في هذه الرسالة والملحق المرفق بها.

Directions:
Tenderers are required to fill in the blanks in this Letter of Tender
To ...........................................................

1. We are having examined the Instructions to Tenderers, Contract Agreement, Conditions of Contract, Drawings, Specification, Bills of Quantities*, Schedule of Rates and Prices*, the Addenda listed hereunder for the execution of the above named Works. We, the undersigned, offer to execute, complete the Works and remedy any defects therein in conformity with the Tender which includes all the above documents for the sum .................. Riyal Omani (R.O. ...........................................) or of the sum (...........................) in other currency based on fixed rate of R.O = ..............Exchange rate, or any other sum as may be ascertained in accordance with the above Conditions.

2. We undertake that if our Tender is accepted, we will provide the specified Performance Bond according to the terms specified by you, from a locally registered Insurance Company or Bank in accordance with Sub-Clause 4.4 of the Conditions of Contract, to be jointly and severally bound with
3. We agree to abide by this Tender for a period of 90 days from the date fixed for receiving same, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.

4. We understand that this Tender, together with Letter of Acceptance hereof, shall constitute a binding agreement between us, until the formal Contract is prepared and executed.

5. We understand that you are not bound to accept the lowest or any other Tender.

*Delete where not applicable*

6. We knowledge receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Reference number</th>
<th>Date:</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

and confirm that we have taken account of them in our Tender.

7. *We confirm that we have an Agent/s for the provision of spare parts, Maintenance Services and repair who are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

Agency Registration Number

In the event we do not have Agents in the Sultanate of Oman for the spare parts and maintenance Services to be provided, we

ملتزمين معنا بالتضامن والانفراد بمبلغ يعادل (   %) من قيمة العقد الموافق عليها.

نوافق على أن نلتزم بهذا العطاء لمدة (90) سبعين يوما بدءاً من التاريخ المحدد لاستلام العطاء ويبقى هذا العرض ملزمًا علينا ويمكن قبوله في أي وقت قبل انقضاء هذه المدة.

نقرر بأننا قد أخذنا ما جاء فيها بعين الاعتبار في عطائنا هذا.

ننكر بأنكم غير ملزمين بقبول أقل العطاءات سعرا أو أي عطاء آخر.

*Delete where not applicable*

نقرار باستلام التواميم التالية:

<table>
<thead>
<tr>
<th>رقم الرسالة</th>
<th>التاريخ</th>
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</thead>
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</tbody>
</table>

ونؤكد أننا قد أخذنا ما جاء فيها بعين الاعتبار في عطائنا هذا.

ننكر بأنه لدينا وكيل لتطوير قطع غيار وخدمات الصيانة والإصلاح.

الاسم:

العنوان:

رقم تسجيل الوكالة:

في حالة عدم وجود وكيل لنا في سلطنة عمان لتطوير قطع الغيار وخدمات الصيانة ، فإننا نتعهد بتوفير قطع
guarantee, to provide spare parts and the maintenance Services for a period of 10 years. A list of quantity of these spare parts and the types of maintenance services, is enclosed with this Tender, along with related prices and cost.

Name.................................................................
Signature............................................................
In the capacity of...................................................

Duly authorized to sign tenders for and on behalf of: .................................................................

Address.................................................................
Date:....................................................................

Witness Name......................................................
Signature.............................................................

Address..................................................................

Occupation...........................................................

Date:....................................................................

الغيار و خدمات الصيانة لمدة 10 عشرة سنوات ، و نقدم مع هذا العطاء قائمة تتضمن كميات قطع الغيار و نوعية خدمات الصيانة بالإضافة إلى الأسعار والتكلفة ذات الصلة.

اسم .................................................................
توقيع .................................................................

باعتباره ................................................................

ومفوضاً رسمياً لتوقيع العطاءات باسم ونيابة عن .................................................................

العنوان ................................................................
التاريخ ................................................................

اسم الشاهد .........................................................
توقيع .................................................................

مفوضاً رسمياً لتوقيع العطاءات باسم ونيابة عن .................................................................

العنوان ................................................................
التاريخ ................................................................

اسم الشاهد .........................................................
توقيع .................................................................

المهنة ................................................................
التاريخ ................................................................
Appendix to Letter of Tender

Constitution of the company

1. International Companies

a) The Contractor shall prior to the signing of the Contract Agreement submit notarised authenticated copies of the original documents defining the constitution of the Company, powers of attorney and other relevant documents. In the case of a Partnership or Firm these documents shall be dully authenticated summary of the deed or other documents. These documents shall also show persons who are authorized to sign on behalf of the company and the scope of the authorization, and persons directly responsible for the due execution of such contracts and can give valid receipts together with specimens of their signatures.

b) An overseas power of attorney of a foreign signatory to the Tender shall have been endorsed by an approved Omani authority in that country (such as an Embassy).

c) Contractor intending to undertake the Contract jointly or in association with another firm or firms including firms or persons acting in an advisory or consultative capacity shall submit the Agreement signed between them, showing how the contract commitment will be undertaken and the exact relationship between each of the parties, and the party who represent the others parties.

d) The Contractor shall also submit the name and address of the Contractor’s agent registered in Sultanate of Oman (if applicable).

2. Omani Companies

The Contractor shall prior to the signature of the Contract Agreement submit copy of the registration certificate with Ministry of Commerce, Tender Board and the Chamber of Commerce.
Commerce and Industry. These documents shall also show those persons authorized to sign on behalf of the company and the scope of the authorization, and persons directly responsible for the due execution of such contracts and can give valid receipts together with specimens of their signatures.
THIS AGREEMENT made this day……. of Year ……. 20.

BETWEEN ..........................................................................................................................
hereinafter called "the Employer" of the one part, and

..........................................................................................................................
hereinafter called "the Contractor" of the other part.

WHEREAS the Employer is desirous that certain works should be executed..........................

and has accepted a Tender by the Contractor as summarised at Appendix B “Summary of Contract Value” for the execution and completion of the Works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:
1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
The Letter of Acceptance dated……..
The Letter of Tender dated…………..
The Conditions of Contract
The Drawings
The Specification
The Bills of Quantities*
The Schedule of Rates and Prices *
**

*Delete where not applicable
**Other additional documents as require

(1) يكون ل كافة الكلمات والتعابير الواردة في هذا الاتفاقية المعاني المحددة لها في شروط العقد المذكورة أدناه.

(2) تعتبر الوثائق المدرجة فيما يلي جزء لا يتجزأ من هذه الاتفاقية وتعتبر قراءتها وتفسيرها وحيدة مكتملة:
 رسالة قبول العطاء بتاريخ
 رسالة العطاء بتاريخ
 شروط العقد
 المخططات
 المواصفات
 قوائم الكميات
 جدول أسعار

* يلغى ما لا ينطبق
 ** وثائق إضافية حسب الطلب
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants, to execute, and complete the Works and remedy the defects therein, in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects therein, the Contract price at the times and in the manner prescribed in the Conditions of Contract and as stated in the Cash flow contained in the Appendix A to the Contract Agreement.

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals on the day and year first above written in accordance with the Laws of the Sultanate of Oman.

Signed by a duly authorised Signatory for and on behalf of the Government of the Sultanate of Oman.

__________________________________________________________________________________

Signed by a duly authorised Signatory for and on behalf of the Contractor……………………__________________

Attested pursuant to Royal Decree No. 48/76

__________________________________________________________________________________

MINISTER RESPONSIBLE FOR FINANCIAL AFFAIR

__________________________________________________________________________________

Under-Sectary of Ministry of Financial Affairs

__________________________________________________________________________________

وزير المسؤول عن الشؤون المالية

وكيل وزارة الشؤون المالية

STANDARD CONTRACT FOR BUILDING AND CIVIL ENGINEERING WORKS – MAY 2019  Page 11 of 187
Note: with the exception of the items for which the Employer’s requirements have been inserted, the following information must be completed before the Tender is submitted:

- (*) Delete where not applicable
- (**) To be inserted by the Employer
- (***) To be inserted by the Contractor.

<table>
<thead>
<tr>
<th>References</th>
<th>Clauses</th>
<th>بحث البيانات</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. *** Contractor name &amp; Address</td>
<td>1.1.2.1</td>
<td>** 1. اسم المقاول وعنوانه</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. ** Employer name &amp; address</td>
<td>1.1.2.2</td>
<td>** 2. اسم صاحب العمل وعنوانه</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. ** Engineer’s name and address</td>
<td>1.1.2.4</td>
<td>** 3. اسم وعوان المهندس</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. ** Commencement Date:</td>
<td>1.1.3.2</td>
<td>** 4. تاريخ المباشرة</td>
</tr>
<tr>
<td>* as instructed by the Engineer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* within ( ) days from the Effective Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. ** Time for Completion of the Works ( ) days.</td>
<td>1.1.3.10</td>
<td>** 5. مدة إكمال جميع الأعمال ( ) يوماً</td>
</tr>
<tr>
<td>6. ** Time for Completion of Section / Sections of the Works as defined in the Specification:</td>
<td>1.1.3.10</td>
<td>** 6. مدة إكمال قسم / أقسام الأعمال المحددة في</td>
</tr>
</tbody>
</table>

**тов: ستتتتتتتت نا**

- العلامة (*) يتم إدراجه من قبل صاحب العمل
- العلامة (**) يتم إدراجها من قبل المقاول
- العلامة (***) يحددها المقاول
Section 1 ............ days
Section 2 ............ days

7. ** Defects Notification Period ( ) days

8. ** Accepted Contract Amount ( ) Omani Rial, in words .................................................................

9. ** Electronic transmission systems .................................................................

10. ** Ruling Language .................................................................

11. Correspondence English & Arabic language(s).

12. Drawings: English language(s)

13. ** Time for access to the Site ............

14. ** Amount of Performance Bond ( %) of the Accepted Contract Amount

** A detailed time program to the Engineer within ( ) days from the Commencement Date

** Delay Penalty for the Works for each day ( ) R.O or ( %) of the Accepted Contract Amount

Maximum amount of delay Penalties (10%) of the Accepted Contract Amount

** Percentage to be added for overheads and profit (.....%) of the actual amounts

** Advance payment ( %) of the Accepted Contract Amount excluding sums for Contingencies

** Repayment amortisation of advance ( %) of the Total Payment Interim Payment Certificate

7. ** Mدة الإخطار بالعيوب ( ) يوماً

8. ** قيمة العقد المقبولة ( ) ريال

8.1. ** قيمة العقد المقبولة ( ) ريال

8.2. ** قيمة العقد المقبولة ( ) ريال

9. ** نظم الإرسال الإلكتروني

10. ** اللغة المعتمدة

11. المراسلات باللغة العربية والأنجليزية.

12. الرسومات باللغة الإنجليزية.

13. موعد الدخول للموقع

14. قيمة ضمان حسن التنفيذ ( %) من قيمة العقد الموافق عليها

8.3 ** برنامج زمني تفصيلي خلال ( ) يوماً من تاريخ المباشرة.

8.4 ** قيمة غرامة التأخير لليوم الواحد ( ) ريال عماني أو ( %) من قيمة العقد الموافق عليها

8.7.1 ** قيمة غرامة التأخير لليوم الواحد ( ) ريال عماني أو ( %) من قيمة العقد الموافق عليها

8.7.2 ** المبلغ الأقصى لغرامة التأخير (10%) من قيمة العقد الموافق عليها

15. ** قيمة ضمان حسن التنفيذ ( %) من قيمة العقد الموافق عليها

16. ** مدة الدفع المقدم ( %) من قيمة العقد الموافق عليها

17. ** مدة الدفع المقدم ( %) من قيمة العقد الموافق عليها

18. ** نسبة المضافة للمصروفات والربح ( ......%) من المبالغ الفعلية.

19. ** نسبة المضافة للمصروفات والربح ( ......%) من المبالغ الفعلية.

20. ** تسديد الدفع المقدم المعرض إلى الأقساط بواقع ( %) من إجمالي شهادة الدفع المركزي.
<table>
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<tr>
<th>No.</th>
<th>Article</th>
<th>Translation</th>
</tr>
</thead>
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<tr>
<td>21</td>
<td>** Percentage of Retention (  %) of the Total Payment Certificate**</td>
<td>** نسبة الاحتياز (  %) من قيمة العقد**</td>
</tr>
<tr>
<td>22</td>
<td>** Limit of Retention (5%) of the Contract Price.**</td>
<td>** حد الاحتياز (5%) من قيمة العقد الموافق عليها**</td>
</tr>
<tr>
<td>23</td>
<td>Plant and Materials for payment when shipped en route to the Site (80%) of Engineer’s Determination</td>
<td><strong>الآلات والمواد للمشحذ عند الشحن في طريقها إلى الموقع (80%) من تحديد المهندس</strong></td>
</tr>
<tr>
<td>24</td>
<td>Plant and Materials for payment when delivered to the Site (80%) of Engineer’s Determination</td>
<td><strong>الآلات والمواد للمشحذ عند وصولها الموقع (80%) من تحديد المهندس</strong></td>
</tr>
<tr>
<td>25</td>
<td>** Minimum amount of Interim Payment Certificates (……%) of the Accepted Contract Amount**</td>
<td>** المبلغ الأدنى لشهادات الدفع المرحلية (……%) من قيمة العقد الموافق عليها**</td>
</tr>
<tr>
<td>26</td>
<td>** Interest Rate (  %) of the amount Unpaid**</td>
<td>** نسبة الفائدة (  %) من المبلغ الغير مدفوع**</td>
</tr>
</tbody>
</table>
| 27  | ** Cash Flow Year (Percentage of Contract Value)  
20  20  20  20  
…… %  …%  …%  …%** | **السالفة النقدية سنويا ( نسبة من قيمة العقد)  
20  20  20  20  
%  %  %  %** |
| 28  | ** Periods for submission of insurance  
(a) evidence of insurance ............days  
(b) relevant policies ...............days** | ** مدة تقديم التأمين  
(أ) دليل على التأمين ............يوما  
(ب)الموالص ذات الصلة.............يوما** |
| 29  | ** Insurance Value of Works & Contractor’s Equipment (.............)R.O** | ** قيمة تأمين الأعمال والأدوات (.............) ريالات عمانية** |
| 30  | ** Maximum amount of deductibles for insurance of the Employer’s risks (……) R.O** | ** المبلغ الأقصى المقتطع لتأمين مخاطر صاحب العمل (……) ريال عمانيَّة** |
| 31  | ** limit per occurrence of not less than ( ) R.O** | ** المبلغ لا يقل عن ( ) ريال عماني لكل حدث** |
| 32  | ** Final Settlement of Disputes** | ** وسيلة تسوية المنازعات نهائيا** |

*Arbitration*  
*Litigation*  
*Arbitration*  
*Litigation*  
*Arbitration*  
*Litigation*
IN BLOCK CAPITALS
Dated this. Day of ................ Year 20 ............
Name .............................................

Signature ..........................................
In capacity of .................................
Duly authorised to sign Tenders for and on behalf of ..........................................

Address ............................................
Witness Name ....................................

Signature ..........................................
Address ............................................
### الملحقي (ب) لصيغة العقد

#### خلاصة قيمة العقد

<table>
<thead>
<tr>
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<th>الوصف</th>
<th>ريال عماني (R.O)</th>
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<tbody>
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<thead>
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<th>Description</th>
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<th>القائمة</th>
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<td>Value of Preliminaries</td>
<td>قيمة التحضيرات</td>
<td></td>
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<td>Value of Measured works</td>
<td>قيمة الأعمال المقاسة</td>
<td></td>
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<td>Value of Provisional sums</td>
<td>قيمة المبالغ المحتملة</td>
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<td>Value of Dayworks</td>
<td>قيمة الأعمال اليومية</td>
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<td>Value of Contingencies</td>
<td>قيمة مبلغ الاحتياطي</td>
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### Total Contract Value

<table>
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<th>Description</th>
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<td>مجموع قيمة العقد</td>
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## 1.0 DEFINITIONS

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3.20 التحكيم
4.20 التفاوضي
1. Definitions

In applying the provisions of these Conditions, the following words and terms shall have the meanings stated, except where the context requires otherwise.

1.1 The Contract

1. [Appendix A] or [Appendix B] to the Contract Agreement means the completed pages entitled Appendix [A] or Appendix [B] to the Contract Agreement [as the case may be] which are appended to and form part of the Contract Agreement.

2. [Bill of Quantities] and [Day work Schedule] mean the documents so named [if any] which are comprised in the Schedules.


4. [Contract Agreement] means the contract agreement entered into by the Parties in respect of the Works.

5. [Drawings] means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by [or on behalf of] the Employer in accordance with the Contract.

6. [Letter of Acceptance] means the letter of formal acceptance signed by the Employer, accepting the final Letter of Tender, including any annexes comprising agreements subsequently signed by both Parties. If there is no such letter of acceptance, the expression [Letter of Acceptance] means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance.

[1] التعرفات

In applying this provisions these Conditions, للكلمات والعبارات التالية المعنى قرين كل منها، ما لم يقت سياق النص خلاف ذلك.

1.1.1 The Contract
7. [Letter of Tender] means the document entitled letter of tender, which was completed by the Contractor and includes the signed offer to the Employer for the Works and remedying of defects therein.

8. [Mechanical and Electrical Works] are that part of the Works described in the Specifications as such and valued as part of the Accepted Contract Amount.

9. [Schedules] means the document[s] entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document[s] may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

10. [Specification] means the document entitled specifications, as included in the Contract which specifies the Works, and any additions and modifications to the specification in accordance with the Contract.

11. [Tender] means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.2 Parties and Persons

1. [Contractor] means the persons named as contractor in Appendix A to Contract Agreement and the legal successors in title to this person[s].

2. [Employer] the Governmental Authority named in Appendix [A] to Contract Agreement and the legal successors in title to it.

3. [Employer’s Personnel] means the Engineer, the assistants referred to in Sub-Clause 2.3 [Employer’s Personnel] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.

4. [Engineer] means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in Appendix [A] to Contract Agreement, or other person appointed from time to time.
time by the Employer and notified to the Contractor under Sub-Clause 4.3 [Replacement of the Engineer].

5. [Party] means the Employer or the Contractor, as the context requires.

6. [Person] includes any individual, firm, body corporate, association or partnership, government or state [whether or not having a separate legal personality];

7. [SME] means a small or medium size Omani enterprise, which is registered as such with both the Public Authority for Development of Small and Medium Enterprises and with the Tender Board.

8. [Subcontractor] means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.3 Dates, Tests, Periods and Completion

1. [Base Date] unless otherwise set out in Appendix A to Contract Agreement, shall mean the date which is twenty eight (28) days prior to the latest date for the submission of the Tender.

2. [Commencement Date] means the date set out in Appendix[A] to Contract Agreement.

3. [Day] means a calendar day and [Year] means 365 days.

4. [Defects Notification Period] means the period for notifying defects in the Works or a Section [as the case may be] under milestone [Completion of Outstanding Works and Remediying Defects], as stated in Appendix A to Contract Agreement [with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period], calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
5. **[Latent Defects]** means a defect or flaw in material, design and/or workmanship of an item, the Works or the Contractor’s Documents which could not have been reasonably discovered by the Employer during the relevant Defects Notification Period.

6. **[Performance Certificate]** means the certificate issued under Sub-Clause 11.10 [Performance Certificate].

7. **[Taking-Over Certificate]** means a certificate issued under Clause 10 [Employer’s Taking Over].

8. **[Tests after Completion]** means the tests [if any] which are specified in the Contract and which are carried out in accordance with the provisions of the Specification after the Works or a Section case may are taken over by the Employer.

9. **[Tests on Completion]** means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section [as the case may be] are taken over by the Employer.

10. **[Time for Completion]** means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in Appendix A to Contract Agreement [with any extension under Sub-Clause 8.4 [Extension for Time of Completion], calculated from the Commencement Date.

11. **[Concurrent Delay]** means the occurrence of any cause of delay other than a cause of delay referred to in Sub-Clause 8.4.1 that delays the completion of the Works or a Section and which occurs at the same time as, or has an effect at the same time as, a cause of delay referred to in Sub-Clause 8.4.1.

12. **[Punch List Items]** means any minor outstanding work and defects which will not substantially affect the use of the Works or a Section for their intended purpose [either until or whilst this work is completed and these defects are remedied].
1. **[Accepted Contract Amount]** means the amount accepted in the Letter of Acceptance and stated in Appendix [A] as particularised in Appendix [B] to Contract Agreement, for the execution and completion of the Works and the remedying of any defects.

2. **[Contract Price]** means the Accepted Contract Amount subject to adjustments in accordance with the Contract.

3. **[Contracted SME Content]** means the type, value and amount of SME Content which the Contractor has undertaken to utilise in connection with the Contractor’s performance under this Contract, as specified in Annex 3 [Omanisation Requirements and SME Content].

4. **[Cost]** means all expenditure reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead and similar charges, but not including profit.

5. **[Final Payment Certificate]** means the payment certificate issued under Sub-Clause 14.15 [Issue of Final Payment Certificate].

6. **[Final Statement]** means the statement defined in Sub-Clause 14.14 [Application for Final Payment Certificate].

7. **[Interim Payment Certificate]** means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

8. **[Local Currency]** means the currency of the Sultanate of Oman.

9. **[Payment Certificate]** means a payment certificate issued under Clause 14.0 [Contract Price and Payment].

---


2. كلمة العقد [قيمة العقد الموافق عليها] شاملة لأية تعديلات وفقا للعقد.

3. نطاق خدمات المؤسسات الصغيرة والمتوسطة تعني نوع وقيمة ومبلغ التفاعلات مع المؤسسات الصغيرة والمتوسطة التي تعهد المقاول باستخدامها، المقاول بموجب هذا العقد، كما هو محدد في الملحق 3 [متطلبات التعمين وخدمات المؤسسات الصغيرة والمتوسطة].

4. التكلفة تعني جميع النفقات التي تحملها أو سوف تحملها المقاول بصورة معقولة داخل أو خارج الموقع، شاملة المصروفات والنققات المشابهة وغير شاملة الربح.

5. شهادة الدفع الختامية تعني شهادة الدفع الختامية الصادرة بموجب البنود الفرعية 15.14 [إصدار شهادة الدفع الختامية].

6. المستخلص الختامي تعني المستخلص الختامي المقرر في البنود الفرعية 13.14 [طلب شهادة الدفع الختامي].

7. شهادة الدفع المرحلية تعني شهادة الدفع الصادرة بموجب البنود 14 [كلفة العقد والدفع] بخلاف شهادة الدفع الختامية.

8. العملة المحلية تعني العملة الرسمية لسلطنة عمان.

9. شهادة الدفع تعني شهادة الدفع الصادرة بموجب البنود 14.0 [كلفة العقد والدفع].
10. **[Payment Related Contracted SME Content]** means, in respect of each payment under a Payment Certificate, the type, value and amount of SME Content which the Contractor has undertaken to utilise in, or in connection with, work to which the payment relates, as specified in Annex 3 [Omanisation Requirements and SME Content].

11. **[Provisional Sum]** means a sum [if any] which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.4 [Provisional Sums].

12. **[Retention Money]** means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.10 [Payment of Retention Money].

13. **[Statement]** means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

### 1.1.5 Works and Goods

1. **[Contractor’s Equipment]** means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment [if any], Plant, Materials and any other things intended to form or forming part of the Permanent Works.

2. **[Goods]** means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

3. **[Materials]** means things of all kinds [other than Plant] intended to form or forming part of the Permanent Works, including the supply-only

1. **[The contract deals with the provision of contracts for works and goods, and the stipulation for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment [if any], Plant, Materials and any other things intended to form or forming part of the Permanent Works.**

2. **[Goods]** means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

3. **[Materials]** means things of all kinds [other than Plant] intended to form or forming part of the Permanent Works, including the supply-only
materials [if any] to be supplied by the Contractor under the Contract.

4. [Permanent Works] means the permanent works to be executed by the Contractor under the Contract.

5. [Plant] means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.

6. [Section] means a part of the Works specified in Appendix A to Contract Agreement as a Section [if any].

7. [SME Content] means Omani products and services procured from or provided by an SME.

8. [Temporary Works] means all temporary works of every kind [other than Contractor’s Equipment] required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

9. [Works] means the Works to be executed and completed and other things to be done by the Contractor as described in the Contract or as implied by the Contract, and all works which are necessary for the stability, completion or safe and proper operation of the works, including both the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

1. [Anti-Bribery Laws] means, in respect of a Party, the laws relating to combating bribery, corruption and money-laundering in the countries of such Party’s incorporation, principal place of business, principal place of activity and-or place of registration; and-or in the countries of such Party’s ultimate parent company’s place of incorporation, principal place of business, and-or place of registration as an issuer of securities.

STANDARD CONTRACT FOR BUILDING AND CIVIL ENGINEERING WORKS – MAY 2019  Page 31 of 187
2. [Contractor’s Documents] means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature [if any], including documents created and stored on disks, diskettes, tapes or other electronically readable media, supplied by the Contractor under the Contract as described in Sub-Clause 1.8 [Care and Supply of Documents].

3. [Employer’s Equipment] means the apparatus, machinery and vehicles [if any] made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

4. [Force Majeure] has the meaning given to it in Clause 21 [Force Majeure].

5. [Good Industry Practice] means the exercise of that degree of skill, care, diligence and prudence that would reasonably and ordinarily be expected from a reputable, skilled and experienced contractor applying the standards generally adopted by professional and skilled contractor providing the complete range of work and services required by the Works and this Contract by reference to the standards that would reasonably be expected of professional and skilled contractors with expertise in the performance of work and services equivalent in scope and complexity to the Works.

6. [Governmental Authority] means any unit of the State Administrative Apparatus as defined by Law, and which is considered as such, and the branches and divisions related thereto which have been assigned with any jurisdiction in relation to any matter which is the subject of this Contract.

8. [Omanisation] means the employment and training of Omani nationals.

9. [Omanisation Requirements] means the requirements of Omanisation under the Law which the Contractor is obliged to achieve throughout its performance of this Contract as specified in Annex 3 [Omanisation Requirements and SME Content].

10. [Performance Bond] means the security [or securities, if any] under Sub-Clause 4.2 [Performance Bond] and shall be in the form of Performance Bond annexed to these Conditions at Annex 1 [Form of Performance Bond] or in another form approved by the Employer.

11. [Prohibited Materials] means Materials which:
   (a) affect or put at risk the health or safety of any person who may come into contact with the Works [whether during their construction or after their completion]; or
   (b) either by themselves or as a result of their use in a particular situation or in combination with other materials, would or are likely to have the effect of reducing the normal life expectancy or performance of any other material or structure in which the Materials are incorporated or to which they are affixed.

12. [Site] means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered and any other places as may be specified in the Contract as forming part of the Site.

13. [Unforeseeable] means not reasonably foreseeable at the date for submission of the Tender by an appropriately qualified Contractor experienced in carrying out works of a similar type, nature and complexity to the Works.
14. [Variation] means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

15. [Affiliate] means any company or corporation or other entity which controls, is controlled by or is under the common control of a Party and shall be considered an Affiliate only so long as the ownership or control, directly or indirectly, meet these conditions; for the purposes of this definition, 'control' shall mean ownership or control, directly or indirectly, of more than fifty per cent (50%) of the shares having voting rights, or other equivalent rights of the subject entity entitled to vote.

16. [State Administrative Apparatus] means any central or local or other government authority [including regulatory authorities and administrative bodies] and any department, authority, ministry, commission, instrumentality or agency of the Government of the Sultanate of Oman but excluding any Person established pursuant to the Oman Commercial Companies Law promulgated by Royal Decree No. 4/1974, as amended.

17. [Site Data] means any information relating to the Site [including any geotechnical or geological survey], which is supplied or made available to the Contractor by or on behalf of the Employer, whether or not the information comprises part of the Contract and whether the information was provided to the Contractor before or after the Contract Date.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

1. words indicating one gender include all genders;

2. words indicating the singular also include the plural, and words indicating the plural also include the singular;
3. provisions including the word [agree], [approve] or [consent] are required to be recorded in writing;

4. [written] or [in writing] means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

5. reference to a Clause or Sub-Clause is to that Clause or Sub-Clauses of these Conditions; and

6. the words [include], [including] and [in particular] indicate examples only. They do not limit the general nature of any preceding words. A phrase finishing with the words [or other] or [otherwise] is not limited by any preceding words where a wider interpretation is possible.

7. Words indicating [Persons] or [parties] include corporations and other legal entities, except where the context requires otherwise

8. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

9. References to this Contract are references to this Contract, as amended, novated, supplemented or replaced from time to time.


5. الإشارة إلى بند أو بند فرعً تكون لذلك البند أو البند الفرعى لهذه الشروط.


8. الكلمات الهامشية وغيرها من العناوين لا تؤخذ في الاعتبار عند تفسير هذه الشروط.

9. الإشارة إلى هذا العقد تتضمن الإشارة إلى تعديلاته وتحدياداته وملاحظاته وما يحل محل من وقت لآخر.
1.3 Communications

1. Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, permissions and requests, these communications shall be:

[a] in writing and delivered by hand [against receipt], sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in Appendix [A] to Contract Agreement; and

[b] delivered, sent or transmitted to the address for the recipient’s communications as stated in Appendix [A] to Contract Agreement. However:

[i] if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

[ii] if the recipient has not stated otherwise when requesting an approval, consent or permission, it may be sent to the address from which the request was issued.

2. Approvals, certificates, consents, permissions and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.
1. The Contract shall be governed by and construed in accordance with the Laws of the Sultanate of Oman.

2. The language for communications including all drawings, markings on equipment, labels, signboards, instruments, machines, component name plates, instruction sheets and shipping marks shall be that stated in Appendix [A] to Contract Agreement.

3. If there are versions of any part of the Contract which are written in more than one language, the version which is in the language stated in Appendix A to Contract Agreement shall prevail.

1. The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the sequence in which they are listed in Paragraph [2] of the Form of Contract Agreement.

2. If there is any inconsistency and ambiguity within the Contract which cannot be resolved by applying Clause [1.5.1] above. The Party discovering it shall notify the Engineer promptly following its discovery. The Engineer shall issue any necessary clarification or instruction.

3. The Contractor shall comply with any instruction issued by the Engineer under Sub-Clause 1.5.2 above without, by reason of such compliance alone, becoming entitled to any extension to the Time for Completion or any adjustment to the Accepted Contract Amount.
### 1.6 Contract Agreement

1. The Contract Agreement shall be based upon the form annexed to these Conditions, and shall be subject to signature in accordance with Royal Decree 48/76.

2. Accepted Contract Amount shall not be subject to adjustment by reason of lapse of time between the Letter of Acceptance and finalisation of the signature of the Contract Agreement.

### 1.7 Assignment

1. The Employer may at any time assign, transfer and/or novate the benefit of the Contract and/or any of the Employer's present and future rights, interest and/or other benefits under the Contract to any other Governmental Authority. The Contractor shall, upon the request of the Employer, execute any documents necessary to perfect any assignment, transfer and/or novation made in accordance with this Sub-Clause.

2. The Contractor shall not assign, transfer and/or novate the whole or any part of the Contract or any benefit, interest or obligation in or under the Contract without the prior written consent of the Employer, which may be withheld and/or granted subject to conditions, in each case at the Employer’s absolute discretion.

### 1.8 Care and Supply of Documents

1. The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two (2) copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor free of charge, who may make or request further copies at the cost of the Contractor.

2. Each of the Contractor’s Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless
otherwise stated in the Contract, the Contractor shall supply to the Engineer six [6] copies of each of the Contractor’s Documents.

3. The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor’s Documents [if any], the Drawings and Variations and other communications given under the Contract. The Employer’s Personnel shall have the right of access to all these documents at all reasonable times. In addition, the Contractor shall supply such further copies of such Contractor’s Documents as the Engineer may request in writing for the use of the Employer who shall pay the cost thereof.

4. If a Party becomes aware of an error or defect technical nature in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect and in such case the Party responsible for the error or defect shall correct such error or defect at its own cost and shall be responsible for any liability arising from such error or defect.

1.9 Delayed Drawings or Instructions

1. The Contractor shall give notice to the Engineer and provide the Employer with a copy whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor.

2. The notice shall be given within twenty eight [28] days after the Contractor became aware [or should have become aware] of the event or circumstance giving rise to the claim as per Sub-Clause 22.1, and shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late.
3. If the Contractor suffers [or will suffer] delay and/or incurs [or will incur] additional Cost as a result of a failure of the Engineer to issue the notified drawing or instruction, he shall be entitled subject to Sub-Clause 22.1 [Contractor's Claims] to:

  [a] an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

  [b] payment of any such Cost, which shall be included in the Contract Price.

4. After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. However, if and to the extent that the Engineer’s failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor’s Documents, or in the submission of notice within the periods required by Sub-Clause [1.9.2] or within such other period as may be approved by the Engineer, the Contractor shall not be entitled to such extension of time, Cost or profit and the Employer shall be discharged from all liability in connection with the claim.

1.10 Employer’s Use of Contractor’s Documents

1. As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor’s Documents and other design documents made by [or on behalf of] the Contractor.

2. The Contractor shall be deemed [by signing the Contract] to give to the Employer a non-terminable transferable non-exclusive royalty-
free licence to copy, use and communicate the Contractor’s Documents, including making and using modifications of them. This licence shall:

(a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

(b) entitle any Person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor’s Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

(c) in the case of Contractor’s Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

4. The Contractor’s Documents and other design documents made by or on behalf of the Contractor shall not, without the Contractor’s consent, be used, copied or communicated to a third party by or on behalf of the Employer for purposes other than those permitted under this Sub-Clause

1.11 Contractor’s Use of Employer’s Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by or on behalf of the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer’s consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract
## 1.12 Confidential Details

1. The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor’s compliance with the Contract.

## 1.13 Compliance with Laws & Procedures

1. The Contractor shall, in performing the Contract, comply with applicable Laws in the sultanate of Oman.

2. The Employer shall have obtained [or shall obtain] the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Specification as having been [or being] obtained by the Employer. Promptly upon request by the Employer, the Contractor shall provide all necessary documents and information to the Employer in order to facilitate application for such permissions.

3. The Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure by the Employer to obtain the permissions prescribed by Sub-Clause 2.13.1 above, other than to the extent that the Contractor’s failure to comply with Sub-clause [a] above, has caused or contributed to such failure.

## 1.14 Joint and Several Liability

If the Contractor constitutes [under applicable Laws] a joint venture, consortium or other unincorporated grouping of two or more Persons:

(a) these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;

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STANDARD CONTRACT FOR BUILDING AND CIVIL ENGINEERING WORKS – MAY 2019  Page 42 of 187
1. All information obtained by the Contractor in the course or conduct of the Contract shall be held confidential and shall not be divulged by the Contractor to any third party save to the extent necessary to carry out and complete the Works in accordance with the Contract, or to comply with applicable Laws, and then subject to the recipient of such information being bound by the same confidentiality obligations as those applicable to the Contractor and provided that the Contractor has notified the Employer of the details of such information and obtained his approval to such disclosure.

2. The obligation of the Contractor under Sub-Clause 1.15.1 shall not apply to information which:

(a) is or becomes part of the public domain otherwise than in consequence of a breach of the Contractor of the above obligations;

(b) was in the Contractor's possession prior to award of this Contract and which the Employer did not notify the Contractor as being confidential or which would not reasonably be regarded as confidential by its very nature;
3. The Contractor shall ensure that the provisions of this Clause are incorporated into all subcontracts entered into with Subcontractors.

4. The Contractor shall not issue press releases, handouts, photographs for publication or announcements relating to this Contract or any part of the Work without Employer’s prior Approval.
2. The Employer 

2.1 Right of Access to the Site 

1. The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in Appendix A to Contract Agreement. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Bond has been received.

2. If no such time is stated in Appendix A to Contract Agreement, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as may reasonably be required to enable the Contractor to proceed in accordance with the program submitted under Sub-Clause 8.3 [Programme].

3. If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clauses 8.4 [Extension of Time for Completion], and 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4, and

(b) payment of any such Cost, which shall be included in the Contract Price.
After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 5.3 [Determinations] to agree or determine these matters.

4. However, if and to the extent that the Employer’s failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor’s Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

5. In the execution of the Works no Person other than the Contractor, Subcontractors and Contractor’s Personnel shall be allowed on the Site without prior permission from the Engineer.

6. In particular, but without in any way limiting or detracting from the foregoing, the following provisions shall be deemed to apply to the possession and use of the Site:

(a) the Contractor shall maintain and ensure access for the inspection, operation and maintenance of any installation belonging to the Employer on the Site which is not part of the Contract.

(b) the Contractor shall not use any portion of the Site for any purpose not connected with the Works, without prior permission from the Employer.

7. The lands and other places outside the Site which are the property of, or under the control of, the Employer shall be used strictly in accordance with the instructions of the Employer.
2.2 Permits, Licences or Approvals

1. The Employer shall (where is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor in relation to the following:

(a) obtaining copies of the Laws which are relevant to the Contract but are not readily available, and

(b) for the Contractor’s applications for any permits, licenses or approvals required by the Laws of the Sultanate of Oman:

(i) for the export of Contractor’s Equipment when it is removed from the Site,

(ii) for the delivery of Contractor’s Equipment, Materials and Plants, including clearance through customs,

(iii) establishment of radio communications about the Site, and

(iv) for acquisition and use of land for quarries and borrow pit.

and any cost reasonably and necessarily incurred by the Employer in complying with such requests of the Contractor shall be borne by the Contractor, without the Employer or his Personnel incurring any legal responsibility.

2. The Contractor shall however be deemed to have satisfied himself before entering into the Contract as to which permits, licenses and approvals may be required by the Laws of the Sultanate of Oman.

2.3 Employer’s Personnel

1. The Employer shall be responsible for ensuring that the Employer’s Personnel and the Employer’s other contractors on the Site:

2. In all the aforementioned cases, the Employer shall be deemed to have satisfied himself as to which permits, licenses and approvals may be required by the Laws of the Sultanate of Oman.
### 2.4 Employer’s Claims

1. If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Utilities], under Sub-Clause 4.20 [Employer’s Equipment and Free-Issue Material], or for other services requested by the Contractor.

2. The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

### 3. The Engineer

#### 3.1 Engineer’s Duties and Authority

1. The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

2. The Engineer shall have no authority to amend the Contract.

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<tr>
<th>(a)</th>
<th>co-operate with the Contractor’s efforts under Sub-Clause 4.6 [Cooperation], and</th>
<th>(أ) يتعاونون مع المقاول في جهوده بموجب البند الفرعي 6.4 (التعاون).</th>
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<td>(b)</td>
<td>take actions similar to those which the Contractor is required to take under Sub-Clause 6.7 [Health and Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].</td>
<td>ب - يتخذون إجراءات مماثلة تلك التي يكون المقاول مطالب باتخاذها نحو إجراءات السلامة وحماية البيئة بموجب البند الفرعي 7.6 (إجراءات الصحة والسلامة) و البند الفرعي 18.4 (حماية البيئة).</td>
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STANDARD CONTRACT FOR BUILDING AND CIVIL ENGINEERING WORKS – MAY 2019  Page 48 of 187
3. The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The matters on which the Engineer is required to obtain the approval of the Employer before exercising a specified authority are as follows:

(a) instructing the Contractor to suspend progress or part or all of the Works in accordance with Sub-Clause 8.9 [Suspension of Work];

(b) issuing a Taking-Over Certificate in accordance with Sub-Clause 10.1 [Taking Over of the Works and Sections] and/or 10.2 [Taking Over of Parts of the Works];

(c) issuing a Performance Certificate in accordance with Sub-Clause 11.10 [Performance Certificate]

(d) initiating and evaluating a Variation in accordance with Sub-Clauses 1.13 [Right to Vary] and sub Clause 13.3 [Variation Procedure] respectively;

(e) certifying the payment of Retention Money in accordance with Sub-Clause 14.10 [Payment of Retention Money];

(f) issuing a Final Payment Certificate in accordance with Sub-Clause 14.15 [Issue of Final Payment Certificate]; and

(g) authorising any changes to Materials or Subcontractors previously proposed or agreed.

(h) issuing of orders or instructions which either directly or indirectly increase the Accepted Contract Amount or cause further increase in the Contract Price.

4. Except as otherwise stated in these Conditions:

(a) issuing of orders or instructions which either directly or indirectly increase the Accepted Contract Amount or cause further increase in the Contract Price.

b - إصدار شهادة استلام بموجب العقد (المادة 11.10 (استلام الأعمال والأقسام) و/أو الہند الفرعي 2.10 (استلام جزء من الأعمال).

c - إصدار شهادة أداء بموجب الہند الفرعي 10.11 (شهادة الأداء).

d - إصدار شهادة دفع المبالغ المحتجزة بموجب الہند الفرعي 15.14 (إصدار شهادة الدفع النهائية).

e - المصادقة على التغيير في المواد أو مقاولي الباطن المفترضين أو المنافق عليهم سابقاً.

f - إصدار أوامّر أو تعليمات من شأنها زيادة قيمة العقد الموقوف عليها أو سعر العقد بشكل مباشر أو غير مباشر.

4. باستثناء ما هو منصوص عليه في هذه الشروط:
(a) whenever carrying out duties or exercising authority specified in or implied by the Contract, the Engineer shall be deemed to act for and on behalf of the Employer;

(b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and

c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

3.2 Delegation by the Engineer

1. The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials.

2. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

3. Assistants shall be suitably qualified Persons, who are competent to carry out these duties and exercise this authority, and who are either fluent in the language for communications as specified in Appendix A to Contract Agreement, or otherwise able to communicate effectively with the Contractor’s Representatives.
4. Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

(a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;

(b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

1. The Engineer may issue to the Contractor (at any time) instructions which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.
2. Whenever practicable, the instructions shall be given in writing. Should the Engineer or delegated assistant give an oral instruction, and receive a written confirmation of the oral instruction, from (or on behalf of) the Contractor, within seven (7) working days after giving the oral instruction, and does not issue a written rejection and/or instruction within seven (7) working days after receiving the confirmation, then the confirmation shall constitute a written instruction of the Engineer or delegated assistant (as the case may be).

3. The Contractor shall, subject to Sub-Clause 3.3.4, comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract.

4. The Contractor may, by notice to the Engineer, within seven (7) days after receiving any instruction, dispute or question such instruction, giving its reasons for doing so and the Engineer shall, within a further period of seven (7) days by notice, with reasons to the Contractor and the Employer either confirm, reverse or vary such instruction.

If the Engineer fails to respond to the notice of the Contractor within seven (7) days, the Contractor shall execute the instruction.

5. If the Contractor fails to dispute or question the instruction within seven (7) days under Sub-Clause 3.3.4 or within any other period approved by the Engineer:

(i) the Contractor shall not be entitled to dispute or question such instruction, additional or modified Drawings, and shall comply with the same.

(ii) the Employer shall be discharged from all liabilities in connection with the Contractor’s failure to dispute or question the said instruction or additional or modifies Drawings.

2. يجب أن تكون التعليمات كتابية كلما أمكن ذلك عملياً.

إذا أصدر المهندس أو مساعده تعليمات شفهية واستلم تأكيدا خطياً من المقاول أو من ينوب عنه خلال 7 أيام عمل من توجيه التعليمات الشفهية ولم يصدر منه اعتراض خطوى أو تعليمات خلال 7 أيام عمل من تسلمه للتأكيد الخطي، فإن هذا التأكيد يعتبر تعليمات خطية من المهندس أو مساعده (كيفما يكون الحال).

3. على المقاول ومع مراعاة البنود الفرعية 3.3.3، الاتفاق على المقاولandles والتعليمات الصادرة من المهندس أو من مساعده المفوض بشأن أي أمر يتعلق بالعقد.

4. للمقاول بموجب إخطار إلى المهندس خلال (7) سبعة أيام من استلامه أي تعليمات الاعتراض عليها أو منازعتها مع إبداء الأسباب التي حددته به إلى القيام بذلك وعلى المهندس خلال 7 سبعة أيام أخرى لاحقة بموجب إخطار نسب إلى المقاول وصاحب العمل سحب هذه التعليمات أو تغييرها.

إذا أخفق المهندس في الاستجابة للأخطار الموجه من المقاول خلال (7) سبعة أيام فإن يتم تعريف المقاول بنقل تلك التعليمات.

5. وفي حالة إخفاق المقاول في منازعة أو الاعتراض على القرار أو التعليمات أو الأمر خلال سبع (7) أيام وفقاً للبند الفرعي 3.3.3 أو خلال أي مدة أخرى يوافق عليها المهندس:

أ - لا يكون للمقاول الحق في منازعة أو الاعتراف على تلك التعليمات أو أي رسومات إضافية أو معدلة ويتعين عليه الالتزام بها باحتجاج.

ب - يتعين على صاحب العمل من كافة الإلتزامات المتمثلة بإخفاق المقاول في منازعة أو الاعتراض على تلك التعليمات أو الرسومات الإضافية أو المعدلة.
3.4 Replacement of the Engineer

1. If the Employer intends to replace the Engineer, the Employer shall, not less than fourteen (14) days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor wishes to raise objection to any proposed replacement, the Employer shall give due consideration to any reasonable objection notified by the Contractor to the Employer with supporting particulars.

3.5 Determinations

1. Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

2. The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 22 [Claims and Dispute Resolution].
4. **The Contractor**

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<td><strong>4.1 Contractor’s General Obligations</strong></td>
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</table>

1. The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract with Good Industry Practice and with the Engineer’s instructions, and shall remedy any defects in the Works.

2. The Contractor shall provide the Materials, Plant and Contractor’s Documents as specified in the Contract, and all Contractor’s Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

3. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor’s Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

4. The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to and approved by the Engineer.

5. If the Contract specifies that the Contractor shall design any part of the Permanent Works:

   (a) the Contractor shall submit to the Engineer the Contractor’s Documents for this part in accordance with the procedures specified in the Contract;

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(b) these Contractor’s Documents shall be in accordance with the Specification and Drawings, shall be in the language specified in Appendix A to Contract Agreement, and shall include additional information required by the Engineer to add to the Drawings for co-
ordination of each Party’s designs;

(c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as specified in the Contract; and

(d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the “as-built” documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

6. The Contractor shall comply with the Omanisation Requirements at all times throughout the term of this Contract as set out in Annex 3 [Omanisation Requirements and SME Content].

7. The Contractor shall comply with its Contracted SME Content obligations as set out in Annex 3 [Omanisation Requirements and SME Content].
8. Contractor’s Representations and Warranties

1. Without in any way limiting the Contractor’s obligations under the Contract, the Contractor represents and warrants to the Employer that in carrying out the execution and completion of the Works, and any design which is in the responsibility of the Contractor, the Contractor:

(a) shall exercise Good Industry Practice;

(b) shall engage and retain Subcontractors who are qualified and experienced;

(c) has examined and carefully checked any design or associated documentation in the Employer’s documents and has determined that such design is suitable to ensure that the Works, when completed, shall be in accordance to the requirements of the Contract, and shall give prompt notice to the Engineer, with a copy to the Employer, of any error, omission, fault or other defects discovered in the Employer’s documents when reviewing the Contract or executing the Works;

(iv) shall execute and complete the Works and provide all Materials, Plant and Goods in accordance with the Contract, and that the Works, when completed, shall comply with all the requirements of the Contract and all applicable Laws;

(vi) has not and shall not, specify for use or permit to be used any Materials which at the time the Works are being carried out are generally accepted or reasonably suspected of being Prohibited Materials, and shall, when requested, issue to the Employer, and to such Persons as the Employer may require, a certificate that no such Materials have been specified for use or permitted to be used.

2. The Contractor acknowledges and agrees that the Employer has entered into the Contract in

1. دون تحديد لالتزامات المقاول بموجب العقد بأي كيفية، يضمن ويعتبر المقاول لصاحب العمل في تنفيذ وإكماله للأعمال والتصاميم التي ضمن مسؤوليته ما يأتي:

(أ) اتباع الممارسات الصناعية الجيدة;

(ب) تعويض والاحتمال بمقاولي الباطن المؤهلين وذوي الخبرة

(ت) أنه قد فحص بناءً وتأكد بحرص من أي تصميم أو المستندات ذات الصلة ضمن مستندات صاحب العمل وقرر أن التصاميم المناسبة لضمان أن تكون الأعمال عند اكتمالها وفقا لمطابقية العقد وأنه سوف يوجه اخطار قوى إلى المهندس بنسبة إلى صاحب العمل بشأن أي خطأ أو إشكال أو عيب يتم اكتشافها في مستندات صاحب العمل عند مراجعة العقد أو خلال تنفيذ الأعمال;

(ث) أن تنفيذ وإكمال الأعمال وتوريد كافة المواد والمشاريع والاحتياجات، وفقا لعقده وأن تكون الأعمال عند اكتمالها ملبيّة لائتلافات العقد والقوانين السارية;

(ج) أنه لم ولن يستخدم أو يسمح باستخدام أي مواد غير مقبولة أو يشتبه في كونها محظورة استخدامها في تنفيذ الأعمال ، وانه عندما يطلب منه سوف يصدر شهادة تؤكد ذلك إلى صاحب العمل والأشخاص الذين يحددهم.
reliance upon the Contractor’s representations and warranties set forth in the Contract.

3. The Contractor’s obligations under the Contract shall not be considered to have been completed until the Employer has issued the final Completion Certificate to the Contractor stating the date upon which the Contractor has completed his obligations under the Contract.

4. Performance Bond

1. The Contractor shall obtain (at his cost) a Performance Bond for proper performance of the Contract, in the form annexed to these Conditions, and in the amount stated in Appendix A to Contract Agreement. The Contractor shall be responsible for ensuring that the amount of the Performance Bond is updated to reflect any changes to the Accepted Contract Amount, as may be amended from time to time.

2. The Contractor shall deliver the Performance Bond to the Employer within ten (10) working days for Contractors already registered in the Sultanate of Oman, and twenty (20) working days for international Contractors not previously registered in the Sultanate of Oman, from the date of receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Bond shall be issued by a bank registered in the Sultanate of Oman and approved by the Employer, and shall be in the form annexed to these Conditions in Annex 1 [Form of Performance Bond] or in another form approved by the Employer.

3. The Contractor shall ensure, at its cost, that the Performance Bond is valid and enforceable until sixty (60) days after the date of the Performance Certificate. If the Contractor has not become entitled to receive the Performance Certificate by the date, twenty eight (28) days prior to the expiry date of the Performance Bond, the

1. يتوجب على المقاول الحصول على ضمان حسن التنفيذ على نفقته ويتم تسليم المقاول خلال 10 أيام عمل من تاريخ استلام المقاول رسالة قبول العطاء بالنسبة للمقاولين المسجلين في سلطنة عمان و20 يومًا للمقاولين الدوليين الذين لم يسبق لهم التسجيل في سلطنة عمان، مع إرسال نسخة من الضمان للمهندس. ويتعين أن يصدر ضمان حسن التنفيذ من بنك مسجل في سلطنة عمان يوافق عليه صاحب العمل ويكون الضمان وفقًا لنموذج (أ) (نموذج ضمان حسن التنفيذ) الملحوق بهذه الشروط أو بصيغة أخرى يوافق عليه صاحب العمل.

2. يتمتع المقاول بحق الاستماع للعمل الذي يتعين على المقاول تزويده ضمان حسن التنفيذ لصاحب العمل خلال 10 أيام عمل من تاريخ استلام المقاول رسالة قبول العطاء بالنسبة للمقاولين المسجلين في سلطنة عمان و20 يومًا للمقاولين الدوليين الذين لم يسبق لهم التسجيل في سلطنة عمان، مع إرسال نسخة من الضمان للمهندس. ويتعين أن يصدر ضمان حسن التنفيذ من بنك مسجل في سلطنة عمان يوافق عليه صاحب العمل ويكون الضمان وفقًا لنموذج (أ) (نموذج ضمان حسن التنفيذ) الملحوق بهذه الشروط أو بصيغة أخرى يوافق عليه صاحب العمل.

3. يتمتع المقاول بالتأكيد على نفقته من أن ضمان حسن التنفيذ ساري وقابل للتنفيذ لمدة 60 سنتين يومًا بعد تاريخ شهادة الآداء. إذا لم يصبح المقاول مستحقًا لاستلام شهادة الآداء في هذا التاريخ، يتمتع عليه بحق 28 ثانية وعشرون يومًا من انتهاء صلاحية الضمان تمديد الضمان على نفقته.
Contractor shall extend, at its cost, the validity of the Performance Bond accordingly. If at any time any increases to the Contract Price under the Contract cumulatively exceed an amount equal to one half percent (0.5%) of the Contract Price, the Contractor shall within seven (7) working days increase the value of the Performance Bond such that its value continues to be equal to the percent stated in Appendix A to Contract Agreement, of the Contract Price after increase.

4. The Employer shall not make a claim under the Performance Bond, except for amounts to which the Employer is entitled under the Contract in the event of:

(a) failure by the Contractor to extend the validity of the Performance Bond as described in Sub-Clause 4.2.3, in which event the Employer may claim the full amount of the Performance Bond,

(b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-Clause 2.4 [Employer’s Claims] or Clause 22 [Claims and Dispute Resolution], within forty two (42) days after this agreement or determination,

(c) failure by the Contractor to remedy a default within forty two (42) days or any other period approved by the Engineer after receiving the Engineer’s or the Employer’s notice requiring the default to be remedied, or

(d) circumstances which entitle the Employer to termination under Sub-Clause 15.2 [Termination by Employer], irrespective of whether notice of termination has been given.

حالة تجاوز الزيادات التراكمية بموجب العقد لمبلغ يعادل نصف المائة (0.5٪) من قيمة العقد، فإنه يتعين على المقاول في غضون (7) أيام عمل زيادة قيمة الضمان بحيث تستمر معدلة للنسبة المقررة في الملحق (أ) لاتفاقية العقد، من قيمة العقد بعد زيادةه.

4. على صاحب العمل عدم تقديم مطالبة بموجب ضمان حسن التنفيذ إلا عن المبالغ التي يحق له المطالبة بها بموجب العقد في حالة:

(أ) إخفاق المقاول في تمديد سريان ضمان حسن التنفيذ كما ورد في البند الفرعي 4-2 أعلاه ، وفي هذه الحالة يجوز لصاحب العمل أن يطالب بكامل قيمة ضمان حسن التنفيذ.

(ب) إخفاق المقاول في أن يدفع لصاحب العمل أي مبلغ مستحق له، سواء كان ذلك بناء على موافقة المقاول أو تم تحديده بموجب البند الفرعي 4-2 (مطالبات صاحب العمل) أو البند 22 (الضمانات وحل المنازعات) وذلك خلال 42 يوماً من الموافقة أو التقرير. أو

(ج) إخفاق المقاول في معالجة أي إخلال خلال 42 اثنا واربعون يوماً أو أي مدة أخرى يوافق عليها المهندس من استلامه إخطاراً من المهندس أو صاحب العمل يطلب فيه معالجة الإخلال ، أو

(د) الظروف التي تخول صاحب العمل إنهاء العقد وفقاً للبند الفرعي 15-2 (الإنهاء من قبل صاحب العمل)، بغض النظر عما إذا كان قد صدر إخطار بالإنهاء.
5. Prior to making a claim under the Performance Bond, the Employer shall in every case inform the Engineer and notify the Contractor stating the nature of the default in respect of which the claim is to be made.

6. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Bond to the extent to which the Employer was not entitled to make the claim.

7. The Employer shall return the Performance Bond to the Contractor immediately after its expiry date under Sub-Clause 4.2.3 above.

4.3 Contractor’s Representative

1. The Contractor shall appoint the Contractor’s Representative and shall give him all authority necessary to act on the Contractor’s behalf under the Contract.

2. Unless the Contractor’s Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the Person the Contractor proposes to appoint as Contractor’s Representative. If consent is withheld or subsequently revoked, or if the appointed Person fails to act as Contractor’s Representative, the Contractor shall similarly submit the name and particulars of another suitable Person for such appointment.

3. The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor’s Representative or appoint a replacement.

4. The whole time of the Contractor’s Representative shall be given to directing the Contractor’s performance of the Contract. If the Contractor’s Representative is to be
temporarily absent from the Site during the execution of the Works, a suitable replacement Person shall be appointed, subject to the Engineer’s prior consent, and the Engineer shall be notified accordingly.

5. The Contractor’s Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

6. The Contractor’s Representative may delegate any powers, functions and authority to any competent Person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor’s Representative, naming the Person and specifying the powers, functions and authority being delegated or revoked.

7. If consent of the Contractor’s Representative is withdrawn by the Engineer, the Contractor shall, immediately upon receiving notice of such withdrawal, remove the Contractor’s Representative from the Works and shall not thereafter employ him again on the Site in any capacity and shall replace him by another representative to be approved by the Engineer.

8. The Contractor’s Representative and all the Persons referred to in Sub-Clause 4.3.6 shall be fluent in the language for communications specified in Appendix A to Contract Agreement or are otherwise able to communicate effectively with the Contractor’s Personnel on Site and the Engineer.

9. A sufficient number of senior Contractor’s Personnel shall have a working knowledge of the language(s) spoken by the labour employed on the Site.
1. The Contractor shall not subcontract the whole of the Works.

2. The Contractor shall be responsible for the acts or defaults of any Subcontractor including any nominated Subcontractor as defined in Sub-Clause 5.1 [Definition of “nominated Subcontractor”], his agents or employees, as if they were the acts or defaults of the Contractor. The following conditions shall apply to subcontracting:

   a) the Contractor shall not be required to obtain consent to suppliers of Materials, or to a sub-contract for which the Subcontractor is named in the Contract;
   
   b) the Contractor shall provide the Engineer, not less than twenty eight days (28) prior to the intended date of commencement of each Subcontractor’s work, with:
      
      (i) a notice of the intended appointment of the Subcontractor, with detailed particulars which shall include its relevant experience, references, certifications and copy of the intended subcontract;
      
      (ii) the intended date of commencement of the Subcontractor’s work on the Site; and
      
      (iii) such other information that the Engineer may reasonably require.

   c) and the Engineer shall, within fourteen (14) days of receiving such information and documentation notify the Contractor of its approval or disapproval of or requirement for further information in relation to the proposed Subcontractor. Should the Engineer fail to respond within the mentioned period, the

المقاول الباطن

1. لا يحق للمقاول التعاقد من الباطن على كامل الأعمال.

2. يعتبر المقاول مسؤولًا عن تصرفات وتصغير أي من مقاولي الباطن بما في ذلك مقاولى الباطن المقترحين وفقًا لتعريفهم الوارد في البند الفرعي 5.1 (تعريف مقاولى الباطن المقترحين)، أو وكلائهم أو موظفيهم، كما لو كانت تصرفات أو تصغير المقاول. تطبق الشروط التالية على التعاقد من الباطن:

   أ. المقاول غير مطالب بالحصول على موافقة المهندس على موردي المواد أو على عقد مقاوله من الباطن إذا تمت تسخيم مقاول من الباطن في العقد.

   ب. على المقاول إخطار المهندس قبل مدة لا تقل عن 28 يومًا ثمانيًا وعشرون يومًا بالتاريخ المزمم لمباشرة أعمال كل مقاول باطن بالأتي:

   (i) إخطار بالتعيين المزمع لمقاول الباطن مع التفاصيل المتضمنة خبرته المرتبطة بالأعمال والمرجعية ووثائق ونسخة من عقد الباطن.

   (ii) التاريخ المفترض لبداية أعمال المقاول من الباطن في الموقع.

   (iii) أي معلومات أخرى يطلبها المهندس بوجه معقول.

ت. و يتبع على المهندس خلال 14 يومًا أربعة وعشرون يومًا من استلامه تلك المعلومات والوثائق إخطار المقاول بموافقة أو رفضه أو طلب معلومات إضافية بشأن معاوضات الباطن المقترح. في حالة فشل المقاول الباطن في الرد خلال المدة المذكورة، ليس على المقاول الحصول
Contractor shall not require further approval to proceed to engage the relevant Subcontractor.

d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer]; and

e) the Contractor shall be responsible to make payment to all Subcontractors in accordance with the terms of their respective subcontracts and shall provide copies of any subcontracts and evidence of payment at the Engineer’s request.

4.5 Assignment of Benefit of Subcontract

1. If a Subcontractor’s obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Cooperation

1. The Contractor shall, as specified in (or reasonably to be inferred from) the Contract, or as instructed by the Engineer, cooperate with the following for carrying out work:

(a) the Employer’s Personnel,
(b) any other contractors employed by the Employer, and
(c) the personnel or contractors of any legally constituted Governmental Authority,
who may be employed in the execution on or near the Site of any work not included in the Contract.

2. Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and contractors may include the use of Contractor’s Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

3. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor’s Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.

4. If the Employer fails to give possession of any foundation, structure, plant or means of access the Contractor will be entitled subject to Sub-Clause 20.1 [Contractor’s Claims] to:

(a) an extension of time for such delay. If completion is or will be delayed under Sub-Clause 8.4, and

(b) payment of any such Cost.

4.7 Setting Out

1. The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

2. تعتبر هذه التعليمات تغييرياً إذا وإلى المدى الذي تؤدى إلى تكبد المقاول تكلفة غير منظورة، وقد تشمل الخدمات المقدمة لهؤلاء الأشخاص والمقاولين الآخرين استخدام معدات المقاول، أو أعماله الموئقة أو ترتيبات الدخول التي تعتبر مسؤولية المقاول.

3. إذا كان مطلوباً من صاحب العمل، بموجب العقد، تمكن المقاول من حيازة أي أساسات أو منشآت أو آلات أو وسائل دخول وفقاً لمستندات المقاول، يجب أن يقوم المقاول بتقديم هذه المستندات إلى المهندس في الوقت وبالطريقة المحددة في جدول المواصفات.

4. إذا أخفق صاحب العمل في منح ملكية أي أساس أو هيكل أو ألة أو وسيلة دخول، يحق للمقاول مع مراعة البنود الفرعي 20-1 (💖التي: الأتي:

(أ) تمديد المدة نتيجة لهذا التأخير إذا تأخر أو سوف يتأخر الإنجاز بموجب البنود الفرعي 4-8

(ب) أن تدفع له التكاليف ذات العلاقة.

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2. The Employer shall be responsible for any errors in these specified or notified items of reference, provided that the Contractor shall use reasonable efforts to verify their accuracy before they are used.

3. If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed under Sub-Clause 8.4 [Extension of Time for Completion], and
(b) payment of any such Cost, which shall be included in the Contract Price.

4. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine:

(i) whether and (if so) to what extent the error could not reasonably have been discovered, and

(ii) the matters described in items (a) and (b) of Sub-Clauses 4.7.3, related to this extent.

5. The Contractor shall give the Engineer not less than twenty four (24) hours’ notice of his intention to set out, or give levels for any part of the Works, so that arrangements may be made for checking or issuing instructions.
6. Failure to notify the Engineer within such time may result in a delay in the commencement of such part of the Works until the Engineer has made arrangements for checking or issuing instructions, and the Contractor shall not be entitled to an extension of time or payment of any Cost incurred as a result of such delay.

7. If the Contractor fails to give the claim notice within the period required by Sub-Clause 22.1 [Contractor’s Claims] or within such other period as may be approved by the Engineer, the Contractor shall not be entitled to such extension of time or Cost and the Employer shall be discharged from all liabilities in connection with the claim.

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<tr>
<th>4.8 Quality Assurance</th>
<th>ضمان الجودة 8-4</th>
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<tbody>
<tr>
<td>1. The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.</td>
<td>يجب على المقاول أن يضع نظاماً لتأكيد الجودة لإثبات الامتثال لشروط العقد، وعلى أن يكون هذا النظام وفقاً للتوصيات المقدمة في العقد، ويكون للمهندس الحق في مراجعة أي جانب من هذا النظام.</td>
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<tr>
<td>2. Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.</td>
<td>يجب تقديم كافة تفاصيل الإجراءات ومستندات المطابقة إلى المهندس للإطلاع قبل كل مرحلة تصميم وتنفيذ، وعند إصدار أي مستند ذو طبيعة تقنية إلى المهندس، يجب أن يظهر على المستند ما يثبت المصادقة المسبقة عليه من المقاول ذاته.</td>
</tr>
<tr>
<td>3. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</td>
<td>لا يخفق المقاول في إخطار المهندسخلال المدة المذكورة، قد يترتب عليه تأخير مباشرة هذا الجزء من الأعمال إلى أن يقوم المهندس بترتباته لمراجعته أو إصدار تعليمات بشأنه، ولا يحق للمقاول المطالبة بتمديد المدة أو بالتكلفة الناتج عن هذا التأخير.</td>
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<tr>
<th>4.9 Site Data</th>
<th>بيانات الموقع 9.4</th>
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<tr>
<td>1. The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer’s possession including sub-surface and</td>
<td>يجب على صاحب العمل أن يكون قد وضع تحت تصرف المقاول قبل تاريخ الأساس، ما توفر لديه من البيانات المتعلقة بظروف تحت سطح الأرض من أي من واجباته أو التزاماته أو مسؤولياته بموجب العقد.</td>
</tr>
</tbody>
</table>
hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which came into the Employer’s possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

2. The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works. The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

(a) the form and nature of the Site, including sub-surface conditions,
(b) the hydrological and climatic conditions,
(c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
(d) the Laws, procedures and labour practices in the Sultanate of Oman, and
(e) the Contractor’s requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

3. Subject only to Clause 4.24 [Fossils] and 4.12 [Unforeseeable Physical Conditions] notwithstanding any other provision of the Contract, the Contractor shall have no claim or entitlement to an extension as per Clause 8.4
4.10 Sufficiency of the Accepted Contract Amount

1. The Contractor shall be deemed to:

   (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and

   (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.9 (Site Data).

2. Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor’s obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.11 Errors in Computing Accepted Contract Amount

1. The Contractor shall be responsible for any error it makes in computing any quantities of material and labour required or costs involved. The Contract Price shall not be amended by reason of any such error.

المتعلقة بالأمور الواردة في البند الفرعي 4-10-4، بما في ذلك دون حصر:

أ. الظروف الفعلية للموقع، بما في ذلك الظروف الجوفية والهيدرولوجية والظروف المحيطة التي يواجهها المقاول؛ و/أو

ب. الظروف المتعلقة بها الأرض والمباني والبيئة المحيطة بالموقع وبالقرب منه، لتنفيذ المقاول للاعمال.

كفاية قيمة العقد المقبولة

4.10

1. يعتبر المقاول بأنه:

أ. استوثق من صحة وكفاية قيمة العقد المقبولة.

ب. أسس قيمة العقد على البيانات والإيضادات والمعلومات والفحوصات والاختبارات اللازمة والمضي من المسائل ذات العلاقة المشار إليها في البند الفرعي 4-9 (بيانات الموقع).

2. ما لم ينص العقد على خلاف ذلك، فإن قيمة العقد المقبولة تشمل كافة التزامات المقاول بموجب العقد فيما في ذلك الالتزامات المشمولة في المبالغ الاحتمالية (وقد وجدت وكافة الأشياء اللازمة لتنفيذ السلام للأعمال وإكمالها وإصلاح أي عيب فيها).

11.4 الاختيارات في احتساب قيمة العقد المقبولة

1. يتحمل المقاول مسؤولية أي خطأ في حسابه لكميات المواد والعملاء المطلوبة أو التكلفة ذات العلاقة ولا يجوز تعديل قيمة العقد نتيجة أي اختفاء من قبل المقاول في حساب قيمة العقد المقبولة.
of any error made by the Contractor in calculating the Accepted Contract Amount.

4.12 Unforeseeable Physical Conditions

1. In this Sub-Clause, “physical conditions” means natural physical conditions, sub-surface, hydrological conditions but excluding climatic conditions, man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

2. If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer under Sub-Clause 22.1 [Contractor’s Claims].

3. This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation or an Adjustment, Clause 13. [Variations and Adjustments] shall apply.

4. If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims]:

1. If and to the extent that the Contractor encounters unusual physical conditions which he considers to have been Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims]:

 If an instruction constitutes a Variation or an Adjustment, Clause 13. [Variations and Adjustments] shall apply.

STANDARD CONTRACT FOR BUILDING AND CIVIL ENGINEERING WORKS – MAY 2019  Page 68 of 187
(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion]; and

(b) payment of any such Cost, which shall be included in the Contract Price.

5. After receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine:

(i) whether and (if so) to what extent these physical conditions were Unforeseeable, and

(ii) the matters described in Sub-Clauses 4.12.4 (a) and (b) above related to this extent.

6. However, before additional Cost is finally agreed or determined under Sub-Clause 4.12.5, the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender.

If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates.

However, the net effect of all adjustments under Sub-Clause 4.12.5 and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.
The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound by any such evidence.

7. If the Contractor fails to give notice of the Unforeseeable adverse physical conditions within the period required by Sub-Clause 22.1 [Contractor’s Claims] or within such other period as may be approved by the Engineer, the Contractor shall not be entitled to such extension of time or Cost and the Employer shall be discharged from all liabilities in connection with the claim.

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

13.4 Rights of Way and Facilities

(a) The Contractor shall bear all costs and charges for special and/or temporary rights of way which he may require, including those for access to the Site.

(b) The Contractor shall also obtain, at his own risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

1. The Contractor shall not interfere unnecessarily or improperly with:

(a) the convenience of the public, or

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The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound by any such evidence.

7. If the Contractor fails to give notice of the Unforeseeable adverse physical conditions within the period required by Sub-Clause 22.1 [Contractor’s Claims] or within such other period as may be approved by the Engineer, the Contractor shall not be entitled to such extension of time or Cost and the Employer shall be discharged from all liabilities in connection with the claim.

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

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(a) The Contractor shall bear all costs and charges for special and/or temporary rights of way which he may require, including those for access to the Site.

(b) The Contractor shall also obtain, at his own risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

1. The Contractor shall not interfere unnecessarily or improperly with:

(a) the convenience of the public, or

---
(b) the access to, use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

1. The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor’s traffic or by the Contractor’s Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

2. Except as otherwise stated in the Contract, the Contractor shall:
   (a) be responsible for any maintenance which may be required for his use of access routes;
   (b) provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions.

3. The Employer:
   a) shall not be responsible for any claims which may arise from the use or otherwise of any access route,
   b) does not guarantee the suitability or availability of particular access routes.

Costs due to non-suitability or non-availability for the use required by the Contractor of access routes, shall be borne by the Contractor.
4.16 Transport of Goods

1. The Contractor shall give the Engineer not less than twenty one (21) days’ notice of the date on which any Plant or a major item of other Goods will be delivered to the Site.

2. The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works.

3. The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall pay all claims arising from their transport.

4. If during the execution of the Works or at any time thereafter prior to the issue of the Performance Certificate, any damage, cost or loss incurred by the Employer by reason of any failure on the part of the Contractor to observe and perform its obligations under Sub-Clauses 4.14 [Avoidance of Interference], 4.15 [Access Route], 4.16 [Transport of Goods] and 4.17 [Contractor’s Equipment] then the amount certified by the Engineer under Sub-Clause 3.5 [Determination] in respect of such damage, cost or loss shall be paid by the Contractor to the Employer.

4.17 Contractor’s Equipment

1. Responsibility for Equipment

The Contractor shall be responsible for all Contractor’s Equipment. When brought on to the Site, Contractor’s Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor’s Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor’s Personnel off Site.
2. Hire of Contractor’s Equipment

With a view to securing, in the event of termination by the Employer under Sub-Clause 15.2 (Termination by Employer), the continued availability for the purpose of executing the Works of any hired Contractor’s Equipment, the Contractor shall not bring onto the Site any hired Equipment unless there is an agreement for the hire thereof.

Such agreement shall be deemed not to include an agreement for hire purchase and shall contain a provision that the owner thereof will, on the request in writing made by the Employer within seven (7) days after the date on which any termination has become effective, and on the Employer’s undertaking to pay all hire charges in respect thereof from such date, hire such Contractor’s Equipment to the Employer on the same terms as the same was hired to the Contractor, save that the Employer shall be entitled to permit the use thereof by any other contractor employed for the purpose of executing and completing the Works and remediying any defects therein under the terms of Clause 15 (Termination by Employer).

3. Costs for the Rent

In the event of the Employer entering into any agreement for the hire of the Contractor’s Equipment due to the termination of the contract by the Employer pursuant to Sub-Clause 15.2 (Termination by Employer) all sums properly paid by the Employer under the provisions of any such agreement and all cost incurred by him (including taxes and duties) in entering into such agreement shall be deemed to be part of the Cost of executing and completing the Works and remediying of any defects therein.
The Contractor when entering into any subcontract for the execution of any part of the Works will incorporate in such subcontract the provisions of the above Sub-Clauses in relation to the Contractor’s Equipment, Temporary Works or Materials brought on to the Site by the Subcontractor.

5. Employer not Liable for Damage

save as mentioned in Sub-Clause 10.2 [Taking Over of Parts of the Works] and Sub-Clause 19.4 [Consequences of Employer’s Risks], the Employer shall not at any time be liable, for any loss or damage to any of the Contractor’s Equipment, Materials and other things for the Works.

4.18 Protection of the Environment

1. The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

2. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor’s activities shall not exceed the values indicated in the Specification, and shall not exceed the values prescribed by applicable Laws.

3. The Contractor shall, as soon as practicable and at its own risk, cost and expense, make good any pollution, contamination or damage to the environment arising out of, or in any way in connection with, the carrying out of the Works and the rectifying of any defects.

4.19 Utilities

1. The Contractor shall, except as stated below, be responsible for the provision of all power, water,
gas and other services he may require at his own cost and expense.

2. The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

3. The quantities consumed and the amounts due (at such stated prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.4 [Employer’s Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay such amounts to the Employer.

4.20 Employer’s Equipment and Free-Issue Material

1. The Employer shall make the Employer’s Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification.

Unless otherwise stated in the Specification the Employer shall be responsible for the Employer’s Equipment, except that the Contractor shall be responsible for each item of Employer’s Equipment whilst any of the Contractor’s Personnel is operating it, driving it, directing it or in possession or control of it.

2. The appropriate quantities and the amounts due (at such stated prices) for the use of Employer’s Equipment shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.4 [Employer’s Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

2. يحق للمقاول أن يستخدم لأغراض الأعمال أي إمدادات كهرباء ومياه وغاز وخدمات أخرى قد تكون متوفرة في الموقع، تم بين تفاصيلها وأسعارها في المواصفات. وعلى المقاول أن يوفر على مسؤوليته ونفسه، أي أجهزة ضرورية لاستخدامه لهذه الخدمات وقياس الكميات المستهلكة.

3. الكميات المستهلكة والبالغة المستحقة (بموجب الأسعار المذكورة) عن هذه الخدمات يجب أن يتم الاتفاق عليها أو تحديدها بمعرفة المهندس وفقًا للبندين الفرعين 2-4 (المطالبات المقاول) و 3-5 (القرارات) وعلى المقاول دفع هذه المبالغ إلى صاحب العمل.

20.4 معدات صاحب العمل والمواد المجانية

1. على صاحب العمل أن يضع معداته (إن وجدت) تحت تصرف المقاول لاستخدامها في تنفيذ الأعمال وفقاً للتتفاوض والترتيبات والأسعار المحددة في المواصفات.

وأما لم ينص على خلاف ذلك في المواصفات، يكون صاحب العمل مسئولاً عن معاته، وذلك باستثناء أن يكون المقاول مسئولاً عن معدات صاحب العمل أثناء قيام أي من أفراد المقاول بتشغيلها أو قيادتها أو إدارتها أو التحكم فيها أو حيازتها.

2. الكميات المناسبة والبالغة المستحقة (وفق ر الأسعار المحددة) مقابل استخدام معدات صاحب العمل يتم الاتفاق عليها أو تحديدها بمعرفة المهندس وفقًا للبندين الفرعين 2-4 (المطالبات صاحب العمل) والبندين الفرعين 3-5 (قرارات المهندس)، وعلى المقاول دفع هذه المبالغ إلى صاحب العمل.
3. The Employer shall supply, free of charge, the “free-issue materials” (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.

4. After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor’s obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

1. Monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six (6) copies.

The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within seven (7) days from the beginning of each calendar month.

2. The Employer reserves the right to withhold payment as the Employer sees fit in the event the monthly reports are submitted later than the dates on which they fall due, or are submitted with erroneous or misleading information until such time the Contractor complies with its obligations under this Clause 4.21.1 above.

3. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
4. Each report shall include:
   (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor’s Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
   (b) photographs showing the status of manufacture and of progress on the Site;
   (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
      - commencement of manufacture,
      - Contractor’s inspections,
      - tests, and
      - shipment and arrival at the Site;
   (d) the details described in Sub-Clause 10.6 [Records of Contractor’s Personnel and Equipment];
   (e) copies of quality assurance documents, test results and certificates of Materials;
   (f) list of notices given under Sub-Clause 2.4 [Employer’s Claims] and notices given under Sub-Clause 20.1 [Contractor’s Claims];
   (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
   (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
5. The Engineer shall not, when making an assessment under Sub-Clause 22.1 [Contractor’s Claims], be obliged to take into account any information provided by the Contractor in a monthly progress report which does not comply with all the requirements of Sub-Clause 4.21.

4.22 Security of the Site

1. The Contractor shall take all steps required by the Contract, and all other reasonable steps, to prevent unauthorized Persons being admitted to the Site. If the Engineer instructs the Contractor that any Person is not to be admitted to the Site, the Contractor shall take all practicable steps to prevent that Person being admitted.

2. Authorised Persons shall be limited to the Contractor’s Personnel and the Employer’s Personnel and to any other personnel notified to the Contractor by the Employer or the Engineer as authorised personnel of the Employer’s other contractors on the Site.

3. If and when instructed by the Engineer, the Contractor shall give to the Engineer a list of names and addresses of all Persons who are or may be at any time concerned with the Works or any part thereof, specifying the capacities in which they are so concerned, and giving such other particulars as the Engineer may reasonably require.

4. Passes are required for admission to the Site, and the Employer shall either issue them to the Contractor or arrange for their issue by the Contractor. The Contractor shall submit to the Engineer a list of the names of the relevant employees and other Persons issued or to be issued with passes and any other such information the Engineer may reasonably require. The passes shall be returned whenever
demanded by the Engineer and in any case on the completion of the Works.

### 4.23 Contractor's Operations on Site

1. The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

2. During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

3. As a condition precedent to the issuing of the Taking-Over Certificate for the Works, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

### 4.24 Fossils

1. All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or

### 23.4 الاثار

1. جميع البقايا المتحجرة أو العملات أو الأشياء ذات القيمة والأهمية الأثرية أو المنتجات وغيرها من البقايا أو أشياء ذات أهمية جيولوجية أو أثرية تكتشف في الموقع يجب وضعها تحت رعاية وتصرف صاحب العمل، ويجبر على المقاول أن يتخذ التدابير
other Persons from removing or damaging any of these findings.

2. The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and-or incurs Cost from complying with the instructions, the Contractor shall be entitled to claim under Sub-Clause 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
(b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these claims.

5. Nominated Subcontractors

5.1 Definition of “nominated Subcontractor”

In the Contract, “nominated Subcontractor” means a Subcontractor:

(a) who is stated in the Contract as being a nominated Subcontractor, or

(b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor.

5.2 Objection to Nomination

1. The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars.
2. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees to indemnify the Contractor against and from the consequences of the matter:

(a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;

(b) the subcontract does not specify that the nominated Subcontractor shall indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or

(c) the subcontract does not specify that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:

(i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract, and

(ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities.

5.3 Payments to nominated Subcontractor

1. The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges
1. Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless:

(a) the Contractor submits this reasonable evidence to the Engineer, or

(b) the Contractor:

   (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and

   (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in Sub-Clauses (a) or (b) above. The Contractor shall then repay, to the Employer, the amount, which the Employer directly paid the nominated Subcontractor.

6. Staff and Labour

6.1 Engagement of Staff and Labour

1. Except as otherwise stated in the Specification, the Contractor shall make arrangements for the
6.2 Rates of Wages and Conditions of Labour

1. The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

6.3 Persons in the Service of Employer

1. The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer’s Personnel.

6.4 Labour Laws

1. The Contractor shall comply with all the relevant labour Laws applicable to the Contractor’s Personnel, including Laws relating to their employment, Omanisation, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

2. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

3. The Contractor shall make every effort to employ Omani nationals to replace expatriate employees for the performance of the Works and to apply the Government rules and regulations regarding Omanization / training.
6.5 Working Hours

1. No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in Appendix A to Contract Agreement, unless:

(a) otherwise stated in the Contract,
(b) the Engineer gives consent, or
(c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

2. The provisions of this Clause shall not be applicable in the case of any work, which is customarily carried out by rotary or double shifts.

6.6 Facilities for and Labour

1. Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities, including water, for the Contractor’s Personnel. The Contractor shall also provide facilities (if any) for the Employer’s Personnel as stated in the Specification.

2. The Contractor shall not permit any of the Contractor’s Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.
6.7 Health and Safety

1. The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor’s Personnel including maintaining warning signs and lights, barricades, railings and other safeguards as necessary and providing approved safety helmets and safety boots as required by the Laws. In collaboration with the relevant Governmental Authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor’s and Employer’s Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

2. In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or local sanitary authorities for the purpose of dealing with same.

3. The Contractor shall appoint a health and safety officer at the Site, responsible for maintaining health, safety and protection against accidents. This Person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this Person to exercise this responsibility and authority.

4. The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of Persons, and damage to property, as the Engineer may reasonably require.

5. The Contractor shall provide any Temporary Works (including roadways, footways, guards and fences, lighting,) which may be necessary, because of the

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العقد الموحد لإنشاء المباني والأعمال المدنية – مايو 2019

1. على المقاول أن يتخذ في جميع الأوقات كافة التدابير الوقائية المعقولة لمحافظة على صحة وسلامة افراده بما في ذلك وضع علامات وأوضاء الإنذار والحواجز والسياجات وتوفير خوذات وأهمية السلامة المعمدة، وعليه بالتعاون مع السلطات الصحية المحلية، أن يتأكد من أن الكادر الطبي وتجهيزات الإسعاف الأولية وغرفة المرضى وخدمة سيارة الإسعاف متوفرة في جميع الأوقات في الموقع وفي أي مقر إعاشة لأفراد المقاول وصاحب العمل، وكذلك اتخاذ الترتيبات الضرورية للرفاهية والمعايير الصحية ولمنع انتشار الأوبئة.

2. يتعين على المقاول تعين ضابط سلامة في الموقع، يكون مسئولاً عن الحفاظ على السلامة والحماية من الحوادث، وعلى أن يكون هذا الشخص مؤهلاً لهذه المسؤولية، وله صلاحية إصدار التعليمات واتخاذ الإجراءات الوقائية لمنع الحوادث، ويعين على المقاول أن يوفر له طوال فترة تنفيذ الأعمال جميع الاحتياجات اللازمة ليمارس مسؤولياته وصلاحياته.

3. يجب على المقاول اتخاذ ضابط سلامة في الموقع، يكون مسئولاً عن الحفاظ على السلامة والحماية من الحوادث، وعلى أن يكون هذا الشخص مؤهلاً لهذه المسؤولية، وله صلاحية إصدار التعليمات واتخاذ الإجراءات الوقائية لمنع الحوادث، ويعين على المقاول أن يوفر له طوال فترة تنفيذ الأعمال جميع الاحتياجات اللازمة ليمارس مسؤولياته وصلاحياته.

4. يتعين على المقاول أن يرسل إلى المهندس، تفاصيل أي حادث يحصل عليه، وفي Close-up النتائج وليست التقارير فيما يخص الصحة والسلامة والرفاهية، وفروض الأضرار التي تلحق بالممتلكات، على النحو الذي يطلب المهندس بصورة معقولة.

5. يجب على المقاول أن يوفر أي أعمال مؤقتة تشمل الطرق والممرات والحراسة والحواجز والإضاءة، وغيرها من وسائل الوقاية اللازمة لتنفيذ
6. The Contractor shall indemnify and hold the Employer harmless in respect of any liability, loss, claim or proceedings of whatsoever nature arising out of or in connection with any breach of the duties and obligations referred to in this Clause.

6.8 Contractor’s Superintendence

1. Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor’s obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

2. Superintendence shall be given by a sufficient number of Persons having adequate knowledge of the language of communication specified in Appendix A to Contract Agreement and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor’s Personnel

1. The Contractor’s Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any Person employed on the Site or Works, including the Contractor’s Representative if applicable, who:

   (a) persists in any misconduct or lack of care,

   (b) carries out duties incompetently or negligently,
6.10 Records of Contractor’s Personnel and Equipment

1. The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor’s Personnel and of each type of Contractor’s Equipment on the Site. Details shall be submitted with the monthly progress report under Sub-Clause 4.21 [Progress Reports], in a form approved by the Engineer, until the Contractor has completed all the Works in accordance with the Contract.

Foreign Staff and Labour

1. The Contractor may import any personnel who are required for the execution of the Works subject to the approval of the relevant Governmental Authority. The Contractor must ensure that these personnel are provided with the required residence visas and work permits.

2. The Contractor shall be responsible for the return of all such personnel to the place where they were recruited or to their domicile. In the event of the death of any of these personnel, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

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6.12 Disorderly Conduct

1. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel, and to preserve peace and protection of Persons and property on and near the Site.

7.0 Plant, Materials and Goods

7.1 Quality of Materials and Goods

1. All Plant, Materials and Goods shall be of the respective kinds where described in the Specification and in accordance with the Engineer’s Instructions.

2. The Contractor shall purchase within the Sultanate of Oman during the validity of the Contract, either directly or through Subcontractors, the minimum prescribed by the regulations from time to time, of his total requirements of Plant and Materials of the required specification unless it is contractually not possible to do so. As proof thereof, all invoices shall be submitted to the Engineer with those invoices for Plant and Materials purchased in the Sultanate of Oman listed separately.

3. All machinery and equipment which are installed and incorporated as a part of the Permanent Works, shall be manufactured by those companies who have agents in the Sultanate of Oman unless the Employer gives the right to the Contractor to utilize specific manufacturers who have no agents in the Sultanate of Oman.

7.2 Manner of Execution

1. Contractor shall carry out the manufacture of Plant, the production and manufacture of all goods and materials and all manner of work as described in the Specification, and shall satisfy the Engineer that such work is or will be carried out to his satisfaction.

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Materials, and all other execution of the Works:

(a) in the manner (if any) specified in the Contract,
(b) in a proper workmanlike and careful manner, in accordance with Good Industry Practice, and
(c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

2. If the Contractor desires to propose a method or to use Material or Equipment other than that stated in the Specification he shall submit details for consideration to the Engineer and he shall not make the substitution unless approved by the Engineer.

7.3 Samples

1. The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

   (a) manufacturer’s standard samples of Materials and samples specified in the Contract, all at the Contractor’s cost, and
   (b) additional samples instructed by the Engineer as a Variation.

Each sample shall be labelled as to origin and intended use in the Works.

7.4 Inspection

1. The Employer’s Personnel shall at all reasonable times:

   (a) visit the site of the Works,
   (b) go over any part of the Works,
   (c) take from the Works or from any of the Contractor’s stores samples of Materials,
   (d) inspect materials, the Contractor’s plant, plant in the Contractor’s possession, the Contractor’s stores, parts of the Works, or any other works, and
   (e) perform any other acts of inspection or testing as the Engineer may require.

   The Employer’s Personnel shall not be required to pay for materials, plant, parts of the Works, or any other works, and shall not be liable for any loss, damage, or other risk incurred in the Employer’s Personnel visiting the site of the Works.
(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and

(b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the Plant and Materials, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the Employer’s Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

2. The Contractor shall give the Engineer not less than forty eight (48) hours’ notice before any work is ready for examination, inspection, measurement, or testing and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then, either:

(a) give notice to the Contractor within forty eight (48) hours of the receipt of such notice (or such other reasonable time as may be notified by the Engineer to the Contractor) that the Engineer does not require to undertake such examination, inspection, measurement, or testing (as applicable) or;

(b) carry out the examination, inspection, measurement or testing:

(i) within forty eight (48) hours after receipt of such notice (or such other reasonable time as may be notified by the Engineer to the Contractor) if such activities are to be undertaken on the Site; or

(ii) within seven (7) days after receipt of such notice (or such other reasonable time as may be notified by the Engineer to the
If the Contractor fails to give the notice as prescribed by Sub-Clause 7.4.2, the Contractor shall:

(i) when instructed by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor’s cost.

(ii) any delay or Cost suffered shall be the responsibility of the Contractor.

(iii) the Employer shall be discharged from all liabilities in connection with such claim.

3. If the Employer fails to carry out any inspection examination, or measurement within the period prescribed by Sub-Clause 7.4.2 and the Contractor suffers delay and/or incurs Cost as a direct result of such failure, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to an extension of time and related Cost for any such delay.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determination] to agree or determine these matters.

### 7.5 Testing

<table>
<thead>
<tr>
<th>The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary</th>
<th>يطلب هذا البند الفرعي على جميع الاختبارات المنصوص عليها في العقد عدا الاختبارات بعد إكمال الأعمال (إذا وجدت).</th>
</tr>
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<tbody>
<tr>
<td>2. The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary</td>
<td>يتوجب على المقاول توفير كافة الأجهزة وتقديم المساعدة والمستندات وغيرها من المعلومات والكهرباء والمعدات والوقود والمستهلكات والأدوات والعمال والمواد و كادر مؤهل يتمتع بالخبرة المناسبة</td>
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</table>
to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, (or if unable to agree, the Engineer shall reasonably instruct) the time and place for the specified testing of any Plant, Materials and other parts of the Works.

3. The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or Goods is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor and the Contractor shall not be entitled to any extension of time or to make any other claim, notwithstanding other provisions of the Contract.

4. The Engineer shall give the Contractor not less than twenty four (24) hours’ notice of the Engineer’s intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer’s presence.

5. Subject to Sub-Clause 7.5.3 if the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
6. The Contractor shall in any event within fourteen (14) days following completion of any test, forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor’s test certificate, or issue a certificate to him, to that effect.

7.6 Cost of Tests

1. Subject to Sub-Clause 7.5.5, all the cost of carrying out the tests referred to in Sub-Clause 7.5 [Testing] shall be borne by the Contractor.

7.7 Rejection

1. If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or Goods is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or Goods by giving notice to the Contractor, with reasons. The Contractor shall then within the period specify by the Engineer, make good the defect and ensure that the rejected item complies with the Contract.

2. If the Engineer requires this Plant, Materials or Goods to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall, subject to Sub-Clause 4.2 [Employer’s Claims], pay these costs to the Employer.

7.8 Remedial Work

1. Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:

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6. ينبغي على المقاول أن يقدم إلى المهندس في كل الأحوال - خلال (14) أربعة عشر يوما بعد اكتمال أي اختبار تقاريراً مصدقة عن هذه الاختبارات. وعندما تكون الاختبارات ناجحة ، على المهندس اعتماد شهادة الاختبار الصادرة من المقاول أو أن يصدر شهادة له بهذا المعنى.

1. مع مراعاة البند الفرعي 7.5-5  بتحمل المقاول كافة تكاليف الاختبارات المشار إليها في البند الفرعي 7-5 (الاختبارات)

1. إذا وجد، نتيجة لفحص أو معينة أو قياس أو اختبار، أن أيا من الآليات أو المواد أو المصدرية، معيبة أو غير مطابقة للعقد، جاز للمهندس أن يرفضها وذلك بتوجيه إخطار للمقاول، مع بيان الأسباب. وعلى المقاول خلال المدة التي يحددها المهندس أن يعالج العيب على الفور وأن يتأكد أن البند المرفوض أصبح مطابقا لمتطلبات العقد.

2. إذا طلب المهندس إعادة اختبار أي من هذه البندود ، يجب إعادة الاختبارات وفق ذات الشروط والظروف، فإذا تسبب الرفض وإعادة الاختبار في أن يتكبد صاحب العمل تكاليف إضافية، فعلي المقاول بموجب البند الفرعي 4-2 (مطالبات صاحب العمل) أن يدفع هذه التكاليف الأساسية إلى صاحب العمل.

1. يغض النظر عن أي اختبار أو شهادة سابقة يجوز للمهندس أن يصدر تعليمات إلى المقاول بأن:
(a) remove from the Site and rep is not in accordance with the Contract,

(b) remove and re-execute any other work which is not in accordance with the Contract, and

(c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under paragraph (c) above.

2. If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other Persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall, subject to Sub-Clause 2.4 [Employer’s Claims], pay to the Employer all costs arising from this failure.

7.9 Delivery of Plant

1. Unless the Engineer shall otherwise direct, no Plant shall be delivered to the Site until the Engineer has issued in respect of such Plant a certificate under Sub-Clause 7.4 [Inspection] Such Plant shall be delivered to the Site only upon an authorisation in writing applied for and obtained by the Contractor from the Engineer.

المقال 1. ينفي المقاول إخلاء المسئولية الأخلاقية أو الفنية إذا لم يتم إصدار الشهادة قبل البدء في العمل، بما في ذلك نقل الآلات. في هذه الحالة، ينفي المقاول المسؤولية كاملة ويتسلم عليه المقابل من المهندس.
7.10 Ownership of Plant and Materials

1. Each item of Plant and Materials shall, to the extent consistent with the Laws of the Sultanate of Oman, become the property of the Employer at whichever is the earlier of the following times:

   (a) when it is delivered to the Site;

   (b) when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 8.11 [Payment for Plant and Materials in Event of Suspension].

2. The Contractor shall procure that title to all Plant and Materials vested in the Employer under Sub-Clause 7.10.1 is free and remains free from any lien, charge or any other security interest and that no party other than the Employer shall have any claim to title thereto.

3. If, notwithstanding Sub-Clause 7.10.1, any such Plant or Materials is subject to any lien, charge or other security, the Contractor shall discharge the same at its cost and if the Contractor fails to do so, the Employer may discharge the lien, charge or security and recover all costs and expenses (including legal fees and expenses) thereby incurred from the Contractor on demand.
7.11 Royalties

1. Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

(a) natural Materials obtained from outside the Site, and

(b) the disposal of Material from demolitions and excavations and of other surplus Material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8.0 Commencement, Delays and Suspension

8.1 Commencement of Work

1. The Contractor shall commence the execution of the Works on the Commencement Date, and shall then proceed with the Works with due expedition and without delay.
8.2 Time for Completion

1. The Contractor shall complete the whole of the Works and each Section (if any) within the Time for Completion stated in Appendix A to the Contract Agreement for the whole of the Works or the Section(s) (as the case may be) calculated from the Commencement date or such extended time as may be allowed under Sub-Clause 8.4, including:

(a) achieving the passing of the Tests on Completion, and

(b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking-Over of the Works and Sections]

8.3 Program

1. The Contractor shall submit a detailed time program to the Engineer within the period specified in Appendix A to the Contract Agreement. The Contractor shall also submit a revised program whenever the previous program is inconsistent with actual progress or with the Contractor’s obligations.

Each program shall include:

(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor’s Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, commissioning and trial operation,

(b) each of these stages for work by each nominated Subcontractor as defined in Clause 5 [Nominated Subcontractors],

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(c) the periods for review and for any other submissions, approvals and consents specified in the specifications.

(d) the sequence and timing of inspections and tests specified in the Contract, and

(e) a supporting report which includes:

(i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

(ii) details showing the approximate number of each class of Contractor’s Personnel and Subcontractors’ personnel and of each type of Contractor’s Equipment required for each major stage of the Works.

2. Should the Contractor fail to submit the program to the Engineer within the said period, the Contractor shall, subject to Sub-Clause 2.4 [Employer’s Claims], be liable to pay the penalties (if any) under Sub-Clause 8.7 [Delay Penalties].

3. Unless the Engineer, within twenty one (21) days after receiving a program, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the program, subject to his other obligations under the Contract. The Employer’s Personnel shall be entitled to rely upon the program when planning their activities.

4. The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the
anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure].

5. If, at any time, the Engineer gives notice to the Contractor that a program fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor’s stated intentions, the Contractor shall submit a revised program to the Engineer in accordance with this Sub-Clause.

6. Compliance by the Contractor with the requirements of this Sub-Clause shall not relieve the Contractor of any of its duties or responsibilities under the Contract.

8.4 Extension of Time for Completion

1. The Contractor shall be entitled subject to Sub-Clause 8.4.2 and 22.1 [Contractor’s Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking-Over of the works and Sections] is or will be delayed by any of the following causes (the Contractor having taken all reasonable and proper steps to mitigate the effects of such causes):

(a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,

(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions

(d) unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

ب – أي سبب للتأخير يعطي الحق في تمديد المدة بموجب بند فرعي في هذه الشروط.

أ – أمر تغييري (ما لم يكن قد تم الاتفاق على تعديل المدة الإكمال بموجب بند الفرعي 13-3 لإجراءات التغيير) أو نتيجة لأي تغيير جوهري آخر في كمية بناء من بنود الأعمال التي يتضمنها العقد.

ت – الظروف المناخية الاستثنائية. المعاكسة

ج - النقص غير المتوقع في توفر الأفراد أو مستلزمات العمل بسبب الأوبئة أو الإجراءات الحكومية.
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer’s Personnel, or the Employer’s other contractors on the Site provided that the Contractor has given the Employer seven (7) days prior notice to avoid the delay or remove the impediment.

2. If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 22.1 [Contractor’s Claims]. When determining each extension of time under this Sub-Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

3. The Contractor shall not be entitled to any extension of the Time for Completion in accordance with Sub-Clause 8.4.1 to the extent that:

(a) any delay was caused or contributed to by the Contractor; or

(b) there is a Concurrent Delay.

8.5 Delays Caused by Authorities

1. If the following conditions apply, namely:

(a) the Contractor has diligently followed the procedures laid down by the relevant Public Authorities,

(b) these authorities delay or disrupt the Contractor’s work, and

(c) the delay or disruption was Unforeseeable,

- الأتؤثر المقاول مستحقاً لأي تمديد لفترة الإكمال وفقاً للبند الفرعي 8-4-1 إلى المدى الذي يكون فيه التأخير:

- تسبب فيه المقاول أو ساهم في حدوثه. أو

- وجود تأخير متزامن.

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then this delay or disruption will be considered subject to Sub-Clause 8.4.2 as a cause of delay.

8.6 Rate of Progress

1. If, at any time:

(a) actual progress is too slow to complete within the Time for Completion, and/or

(b) progress has fallen (or will fall) behind the current program under Sub-Clause 8.3 [Program],

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Program], a revised program and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete the Works within the Time for Completion.

2. Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor’s Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.40 [Employer’s Claims] pay these costs to the Employer, in addition to delay damages and penalties (if any) under Sub-Clause 8.7 Delay Penalties] below.
8.7 Delay Penalties

1. If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to Sub-Clause 4.2 [Employer’s Claims] pay delay penalties to the Employer for this default. These delay penalties shall be the sum stated in Appendix A to Contract Agreement, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate.

2. The total amount due under Sub-Clause 8.7.1 shall not exceed the maximum amount of delay penalties (if any) stated in Appendix A to Contract Agreement.

3. The infliction of the delay penalties under this Clause 8.7 shall not:

   (a) relieve the Contractor from its obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

   (b) affect the substantive remedies available to the Employer provided for in law or this Contract.

4. The Employer may, without prejudice to any other method of recovery, deduct the amount of such penalties from any monies due or to become due to the Contractor, or alternatively from the Performance Bond.

8.8 Engineering Services

1. If the Contractor fails to comply with the Time for Completion under Sub-Clause 8.2 [Time for Completion] then the Contractor shall pay to the Employer the sum stated in the Appendix to

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8.9 Suspension of Work

1. The Engineer may at any time subject to the Employer’s approval, instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage, and (unless otherwise instructed or authorised by the Engineer) shall maintain the Contractor’s Personnel ready to resume normal working on receipt of an instruction from the Engineer to proceed.

2. The Engineer may also, subject to the Employer’s approval, notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.10 [Consequences of Suspension] 8.11, [Payment for Plant and Materials in Event of Suspension] and 8.12 [Prolonged Suspension] shall not apply.

9.8 تعلیق العمل

1. يجوز للمهندس في أي وقت بموافقة صاحب العمل أن يصدر تعليمات للمقاول بتعليق جميع الأعمال أو أي قسم منها ، وعلى المقاول خلال هذا التعليق، أن يحمي ويحفظ ويحافظ على الأعمال أو ذلك القسم ضد أي تلف أو خسارة أو ضرر ، وما لم يأمر المهندس أو يأذن له بخلاف ذلك يجب على المقاول الإبقاء على أفراده على استعداد لاستئناف العمل العادي عند استلام تعليمات من المهندس للمضي قدمًا .

2. يجوز أيضا للمهندس - بموافقة صاحب العمل - أن يبين سبب التعليق ، إذا والي المدى الذي يكون فيه السبب الذي تم بيانه من مسؤولية المقاول، فإن البنود الفرعية الآتية 8-10 (نتائج التعليق) و 8-11 (دفع مقابل الآليات والمعدات في حالة الارتفاع) و 8-12 (التعليق المطول) لا تنطبق.
8.10 Consequences of Suspension

1. If the Contractor suffers delay and/or incurs Cost from complying with the Engineer’s instructions under Sub-Clause 8.8 and/or from resuming the work, the Contractor shall be entitled to claim under Sub-Clause 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 5.3 [Determinations] to agree or determine these matters.

2. If the Contractor fails to give the notice within the period required by Sub-Clause 22.1 [Contractor’s Claims] or within such other period as may be approved by the Engineer, the Contractor shall not be entitled to an extension of time or to the payment of the Cost, and the Employer shall be discharged from all liabilities in connection with such claim.

3. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor’s faulty design, workmanship or materials, or of the Contractor’s failure to protect, store or secure in accordance with Sub-Clause 8.8.1 above.

2. إذا أخفق المقاول في إصدار الإخطار خلال المدة المحددة بموجب البند الفرعي 22-1 (مطالبات المقاول) أو أي مدة أخرى يوافق عليها المهندس، فلا يكون المقاول مستحقًا لمدة إكمال التأخير أو الحصول على التعويض، ويعفى صاحب العمل من كافة المسؤوليات ذات العلاقة بالمطالبة المعنية.

3. لا يكون المقاول مستحقًا لمدة إكمال التأخير أو للحصول على التعويض عن الكلفة التي تكبدها لإصلاح الأثر المرتبت عن أخطائه في التصميم أو المصنوعة أو المواد أو إخفاقه في توفير الحماية والتخزين وفقًا للبند الفرعي 8-1 أعلاه.
8.11 Payment for Plant and Materials in Event of Suspension

1. The Contractor shall, subject to Sub-Clause 22.1 [Contractor’s Claims], be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

   (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than twenty eight (28) days, and

   (b) the Contractor has marked the Plant and/or Materials as the Employer’s property in accordance with the Engineer’s instructions.

11.8 Payment for Plant and Materials in Case of Suspension

1. يكون المقاول مع مراعاة البند الفرعي 22.1 (مطالبات المقاول) مستحقًا في تاريخ تعليق العمل، لقيمة الآليات و/أو المواد التي لم يتم توريدها إلى الموقع إذا:

   أ. تم تعليق العمل في الآليات أو في توريد الآليات و/أو المواد لمدة تتجاوز 28 يومًا، و

   ب. المقاول بالتأشير على الآليات و/أو المواد على أنها ملك لصاحب العمل وفقًا لتعليمات المهندس.

8.12 Prolonged Suspension

1. If the suspension under Sub-Clause 8.9 [Suspension of Work] has continued for more than eighty four (84) days, the Contractor may request the Engineer’s permission to proceed. If the Engineer does not give permission (subject to the written approval of the Employer) within twenty eight (28) days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

12.8 Prolonged Suspension

1. إذا امتد تعليق العمل بموجب البنود الفرعية 8.9 (تعليق الأعمال) لمدة تزيد على (84) أربعة وثمانون يومًا، جاز للمقاول أن يطلب من المهندس التصريح له باستئناف العمل، فإذا لم يمنح المهندس وفقًا لموافقة صاحب العمل الكتابية، الإنذار خلال 28 ثمانية وعشرون يومًا التالية لتاريخ الطلب، يجوز للمقاول، بعد إخطار المقاول، أن يعتبر التعليق وكأنه حذف للقسم المعلق من الأعمال بموجب البنود 13 (التكاليف والتعديلات)، وإذا أثر التعليق على كامل الأعمال، يجوز للمقاول أن يوجه إخطارًا بالإنهاء وفقًا للبنود الفرعية 16.2 (الإنهاء من قبل المقاول).
8.13 **Resumption of Work**

1. After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials which has occurred during the suspension due to the failure of the Contractor to protect, store or secure such part of the Works against any deterioration, loss or damage.

9. **Tests on Completion**

9.1 **Contractor’s Obligations**

1. The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.5 [Testing], after providing the documents in accordance with Sub-Clause 1.4 [Contractor’s General Obligations].

2. The Contractor shall give to the Engineer not less than twenty one (21) days’ notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within fourteen (14) days after this date, on such day or days as the Engineer shall instruct.

3. Unless otherwise stated the Contract the Tests on Completion shall be carried out in the following sequence:

(a) pre-commissioning tests which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage (b) test;
(b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely as specified, under all available operating conditions; and

(c) trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract.

During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Engineer that the Works are ready for any other Tests, including performance tests to demonstrate whether the Works conform with criteria specified in the Contract.

If the Contractor fails to notify the Engineer before twenty-one (21) days as required, the Engineer may require the Contractor to delay the Tests to such dates as decided by the Engineer.

4. In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

1. If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.5.5 and/or 10.3 [Interference with Tests on Completion] shall be applicable.
2. If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the tests within twenty one (21) days after receiving the notice terms and conditions. The Contractor shall carry out the tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

3. If the Contractor fails to carry out the Tests on Completion within the period of twenty one (21) days, the Employer’s Personnel may proceed with the tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the tests shall be accepted as accurate.

### 9.3 Failure to Pass Tests on Completion

1. If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:

| (a) | order further repetition of Tests on Completion under Sub-Clause 9.3 [Retesting]; |
| (b) | if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in Sub-Clause 11.4.2(c) ; or |
| (c) | issue a Taking-Over Certificate, if the Employer so requests. |

3.9 الإخفاق في اجتياز الاختبارات عند الإكمال

1. إذا أخفقت الأعمال، أو قسم منها، في اجتياز الاختبارات عند الإكمال المعادة بموجب البند الفرعي 9.3 (إعادة الاختبار) (إعادة الاختبار) يكون من حق المهندس:

| (a) | أن يأمر بتكرار الاختبارات عند الإكمال مرة أخرى بموجب البند الفرعي 9.3 (إعادة الاختبار) |
| (b) | أن يرفض الأعمال أو أي قسم منها حسب الحالة، وإذا ما أدى هذا الإخفاق إلى حرمان صاحب العمل بشكل جوهري من الاستفادة الكاملة من الأعمال أو أي قسم منها، فإنه يحق لصاحب العمل الحصول على نفس التعويضات المنصوص عليها في الفقرة الفرعية (ت) من البند الفرعي 11.4.2(c) ; أو |
| (c) | أن يصدر شهادة تسلم الأعمال، إذا ما طلب صاحب العمل ذلك. |

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2. In the event of Sub-Clause (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be:

(a) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or

(b) determined and paid under Sub-Clause 2.4 [Employer’s Claims] and Sub-Clause 3.5 [Determination].

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<tr>
<th>10. Employer’s Taking Over</th>
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<td>10.1 Taking Over of the Works and Sections</td>
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</table>

1. Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when:

(a) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in Sub-Clause 10.1.3(a) below, and

(b) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

2. The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than fourteen (14) days before the Works will, in the Contractor’s opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply to the Engineer for a Taking-Over Certificate, with a copy to the Employer, for each Section.

2. في حالة تطبيق البند الفرعي (ت) أعلاه، يجب على المقاول الاستمرار في الوفاء بجميع الالتزامات الأخرى بموجب العقد، ويتم تخفيض كلفة العقد بالبلغ الذي يكون مناسبًا لتغطية القيمة المخفضة إلى صاحب العمل باعتباره نتيجة لهذا الإخفاق. ما لم يتم تحديد التخفيض المتعلق بهذا الإخفاق (أو تم تحديد طريقة حسابه) في العقد، قد يطلب صاحب العمل أن يكون التخفيض:

أ- باتفاق الطرفين (تسوية كاملة عن هذا الإخفاق فقط) ويتم سداده قبل أصدر شهادة التسلم. أو

ب- يتم تحديده ودفعه بموجب البند الفرعي 2-4 (مطالبات صاحب العمل) والبند الفرعي 3-5 (القرارات)

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<th>10. Employer’s Taking Over</th>
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</table>

1. باستثناء ما ورد في البند الفرعي (الإخفاق في اجتياز الاختبارات عند الإكمال)، يجب أن يتم تسليم الأعمال من قبل صاحب العمل عندما:

أ- تكون الأعمال قد تم إنجازها وفقاً للعقد، بما فيها المتطلبات الواردة في البند الفرعي 8-2 (الوقت للإكمال) باستثناء ما يكون مسموحًا به بموجب الفقرة (أ) من البند الفرعي 10-1-3 أدناه.

ب- تكون شهادة تسلم الأعمال قد تم إصدارها، أو تعتبر وكأنها قد صدرت طبقاً لإحكام هذا البند.

2. يجوز للمقاول أن يقدم بطلب إلى المهندس لإصدار شهادة تسلم الأعمال في موعد لا يتجاوز 14 أربعة عشر يوماً من التاريخ الذي تكون فيه الأعمال. في رأي المقاول. قد تم إنجازها واجهزة التسلم. إذا كانت الأعمال تشتمل على عدة أقسام، يجوز للمقاول أن يطلب شهادة تسلم كل قسم منها بنفس الطريقة وترسل صورة من الطلبة إلى صاحب العمل لكل قسم.
3. يتعين على المهندس - مع مراعاة البنود الفرعية 3.1.3 - خلال (28) ثمانية وعشرون يوماً من تسلمه طلب المقاول:

- أن يصدر شهادة التسلم إلى المقاول، محدداً فيها التاريخ الذي أجزء فيه الأعمال أو القسم وفقاً للعقد، باستثناء أي أعمال ثانوية مستبقة وعيوب لا تؤثر بشكل جوهري على استخدام الأعمال أو القسم للغرض الذي أنشئت من أجله.

- أن يرفض الطلب، مع بيان الأسباب وتحديد العمل المطلوب من المقاول إنجازه حتى يمكن إصدار شهادة التسلم، وعلى المقاول عندئذٍ اكمال هذا العمل قبل إصدار إخطار آخر بموجب هذا البند الفرعي.

4. يجوز لصاحب العمل مع مراعاة البنود الفرعية 2.4 (مطالبات صاحب العمل) أن يحتجز نسبة (150%) من القيمة التقديرية لأي بناء في قائمة الأعمال الثانوية مدرجة في أي شهادة تسلم (حسب ما يقرر المهندس بشكل معقول) إلى حين التصديق أو الإكمال المرضي لهذه البنود المدرجة في قائمة الأعمال الثانوية على النحو المحدد.

5. إذا أخفق المهندس في إصدار شهادة التسلم أو في رفض طلب المقاول خلال مدة 28 ثمانية وعشرون يوماً المذكورة، وكانت الأعمال أو القسم (حسب الحالة) تم إنجازها ومطابقة لوجه العقد، يتعين اعتبار شهادة التسلم قد تم إصدارها في آخر يوم من هذه المدة مرفقاً ببعض تعهد مكتوب من المقاول لإنهاي أي عمل متبق خلال فترة الإخطار بالعيوب.
### 10.2 Taking Over of Parts of the Works

1. The Engineer may, after obtaining the approval of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.

2. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

   (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,

   (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and

   (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.

3. After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

4. If the Contractor suffers delay and/or incurs Cost as a direct result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall:

   - Review the arrangement for this arrangement of this arrangement of this arrangement, and
   - If the arrangement is amended to suit the Contractor, the Contractor shall:
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   - If the arrangement is amended to suit the Contractor, the Contractor shall:

   - If the arrangement is amended to suit the Contractor, the Contractor shall:

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(a) give notice to the Engineer and

(b) be entitled subject to Sub-Clause 8.4.2 and 22.1 [Contractor’s Claim] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determination] to agree or determine this matter.

5. If a Taking-Over Certificate has been issued for a part of the Works (other than a Section):

(a) the delay damages thereafter for completion of the remainder of the Works shall be reduced.

(b) similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced.

(c) for any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole.

The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

### 10.3 Interference with Tests on Completion

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<th>3.10 التدخل في الاختبارات عند الإكمال</th>
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1. If the Contractor is prevented, for more than fourteen (14) days, from carrying out Tests on Completion by a cause for which the Employer is responsible, the Contractor shall give notice to
the Engineer with the necessary details of the cause.

2. The Engineer shall within fourteen (14) days after receiving the Contractor’s notice, instruct the Contractor to continue carrying out the said tests. The Contractor shall carry out the tests within the period specified in the instruction, otherwise Sub-Clause 9.2.3 shall apply.

3. If the Engineer fails to issue the instruction under Sub-Clause 10.3.2 above, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

4. If the Contractor suffers delay and/or incurs Cost as a direct result of this delay in carrying out these tests, the Contractor shall give notice to the Engineer and shall be entitled to claim under Sub-Clause 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed under Sub-Clause 8.4 [Extension of Time for Completion] and

(b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

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### 11.0 Defects Liability

#### 11.1 Completion of Outstanding Work and Remediing Defects

1. In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

   (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and

   (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.

#### 11.2 Cost of Remediing Defects

2. All work referred to in Sub-Clause 11.1.10 shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

   (a) the design of the Works, other than a part of the design for which the Employer is responsible,

   (b) Plant, Materials or Goods not being in accordance with the Contract,

   (c) improper operation or maintenance attributable to matters for which the Contractor is responsible under Sub-Clause 6.7\[Health and Safety\], 6.8

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3. If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

1. The Employer shall be entitled subject to Sub-Clause 2.4 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage.

2. If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.9 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two (2) years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

1. If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage shall be remedied.

3. If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer and Sub-Clause 13.3 [Variation Procedure] shall apply.

[Contractor's Superintendence] and 6.9 [Contractor's Personnel] or otherwise,
(d) failure by the Contractor to comply with any other obligation.

3. إذا كان وإلى المدى الذي يعزى فيه هذا العمل إلى أي سبب آخر، يتعين على صاحب العمل (أو من ينوب عنه) إخطار المقاول بذلك على الفور وتطبيق أحكام البند الفرعي 13-3 (إجراءات التغييرات).
damage is to be remedied. The Contractor shall be given reasonable notice of this date.

2. If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remediating Defects], the Employer may (at its option):

(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 4.2 [Employer’s Claims] pay to the Employer the costs reasonably incurred by the Employer in remediating the defect or damage;

(b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determination]; or

(b) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

1. If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective in the works.
<table>
<thead>
<tr>
<th>11.6</th>
<th>Further Tests</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within twenty eight (28) days after the defect or damage is remedied.</td>
</tr>
<tr>
<td>2.</td>
<td>These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.</td>
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<tr>
<th>11.7</th>
<th>Contractor to Search</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects] the Cost of the search shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determination] and shall be included in the Contract Price.</td>
</tr>
</tbody>
</table>
| 2.  | Following discovery of any defect that is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], The Employer may instruct the Contractor to inspect other parts of the Works that are similar to the part of the Works in which the defect was discovered to ascertain whether such Works are also defective. Any inspection by the Contractor
11.8 Latent Defects

(a) Notwithstanding the foregoing provisions of Clause 11 [Defects Liability], the Contractor shall be obligated to repair or replace any Latent Defects for up to ten (10) years following the expiry of the relevant Defects Notification Period.

(b) If a Latent Defect appears, the Employer shall notify the Contractor accordingly. Upon receiving such notice, the Contractor shall, at its sole risk and cost, rectify such defects as soon as practicable or within such other time as may be notified by the Employer to the Contractor.

(c) Should the Contractor fail to remedy any Latent Defect within the time required under (b), the remedies in Sub-Clause 11.4 [Failure to Remedy Defects] shall apply.
### 11.9 Right of Access

(a) Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.

(b) For the purpose of the right of access under paragraph (a), the Contractor shall provide the Employer with advance written notice specifying, in sufficient detail, the time, duration and nature of any required access to the Works.

### 11.10 Performance Certificate

1. Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

2. The Engineer after obtain the Employer approval, shall issue the Performance Certificate within twenty eight (28) days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.

3. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
11.11 Unfulfilled Obligations

1. After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

2. Whenever the Works pertain to or include the construction of any structure or buildings, the Contractor shall be further held responsible for the safety of the same for a period of ten (10) years against unsound construction, other than design defects by others, which may lead to failure of the structure or its collapse not due to an apparent cause or due to Force Majeure, and the Contractor shall upon a written request of the Employer, provide an insurance policy covering this risk effected prior to the Commencement Date with an insurer registered in the Sultanate of Oman and in terms to be approved by the Employer.

11.12 Clearance of Site

1. Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

2. If all these items have not been removed within twenty eight (28) days after the Employer receives a copy of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.
3. Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

3. على أن يتم دفع الرصيد الفائض من البيع إلى المقاول، وإذا كانت حصة البيع أقل من التكاليف التي تكديها صاحب العمل، فعلي المقاول أن يدفع له الفرق.

### Measurement and Evaluation

*Delete where not applicable*

12. **Estimated Quantities**

1. The quantities as set out in the Bills of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct Quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

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

12.3 Works to be Measured

1. The Works shall be measured, and valued for payment, in accordance with this Clause.

2. Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor’s Representative, who shall:

(a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and

(b) supply any particulars requested by the Engineer.

3. If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

4. Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

5. If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the
records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Engineer within fourteen (14) days after being requested to examine the records, they shall be accepted as accurate.

12.4 Method of Measurement

1. Except as otherwise stated in the Contract and notwithstanding local practice:

(a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and

(b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.5 Evaluation

1. Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determination] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 [Estimated Quantitates] and 12.2 [Actual and Correct Quantitates] and the appropriate rate or price for the item.

2. For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work.

3. Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in the appropriate rate or price for the work of a like nature.
other prices and rates in the Bill of Quantities and will not be paid for separately. However, a new rate or price shall be appropriate for an item of work:

If:
(a) the measured quantity of the item is changed by more than 35% from the quantity of this item in the Bill of Quantities or other Schedule,

(b) this change in quantity multiplied by such specified rate for this item exceeds half percent (0.5%) of the Accepted Contract Amount,

(c) this change in quantity directly changes the Cost per unit quantity of this item by more than one percent (1%), and

(d) this item is not specified in the Contract as a “fixed rate item”;

Or:
(a) the work is instructed under Clause 13 [Variations and Adjustments],

(b) no rate or price is specified in the Contract for this item, and

(c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract

4. Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in Sub-Clauses 12.5.3 (a) and/or 12.5.3 (b) above, as applicable.
If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, taking account of any other relevant matters.

Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

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<thead>
<tr>
<th>Variations and Adjustments</th>
<th>التغييرات والتعديلات</th>
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<tr>
<td><strong>13.0</strong></td>
<td><strong>0.13</strong></td>
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<tr>
<td><strong>13.1 Right to Vary</strong></td>
<td><strong>1.13 الحق في التغيير</strong></td>
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</table>

1. Subject to the Employer’s approval, Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works either by an instruction or by a request for the Contractor to submit a proposal.

2. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that:
   - (a) the Contractor cannot readily obtain the Goods required for the Variation; or
   - (b) it will reduce the safety or stability of the Works.

Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.

3. Each Variation may include:
   - (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
   - (b) changes to the quality and other characteristics of any item of work,
4. The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.

13.2 Value Engineering

1. The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor’s opinion) will, if adopted:

(a) accelerate completion;

(b) reduce the cost to the Employer of executing, maintaining or operating the Works;

(c) improve the efficiency or value to the Employer of the completed Work; or

(d) otherwise be of benefit to the Employer.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].
2. If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

(a) the Contractor shall design this part,

(b) Sub-Clausules 4.1.5(a) shall apply, and

(c) if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clauses 3.5 [Determination] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:

1. such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clauses 13.6 [Adjustments for Changes in Legislation], and

2. the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

However, if amount (i) is less than amount (ii), there shall not be a fee.

13.3 Variation Procedure

1. Subject to Sub-Clause 3.1.3, if the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable but not later than fourteen (14) days from the date of the request by the Engineer, either by giving reasons why he cannot comply (if this is the case) or by submitting:

(a) a description of the proposed work to be performed and a program for its execution,
(b) the Contractor’s proposal for any necessary modifications to the program according to Sub-Clause 8.3 [Program] and to the Time for Completion, and

(c) the Contractor’s proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable but not later than fourteen (14) days from the date of receiving such proposal from the Contractor, respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

2. No instruction however shall be required for an increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Sub-Clause, but is the result of the quantities exceeding or being less than those stated in the Bills of Quantities. The Contractor will however provide to the Engineer as soon as is possible details of such increase or decrease for approval, disapproval and comments.

3. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

4. Unless the Contractor’s proposal given under Sub-Clause 13.3.10 is agreed by the Engineer, each Variation shall be valued by the Engineer in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause. If no such prices are applicable and it is not reasonably practicable to deduce applicable prices for the Variation therefrom, the Variation shall be valued by the Engineer at fair and reasonable prices. Upon instructing or approving a variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determination] to agree to determine adjustment to the Contract Price and the

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 contractor’s proposal for any necessary modifications to the program according to Sub-Clause 8.3 [Program] and to the Time for Completion, and

(c) the Contractor’s proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable but not later than fourteen (14) days from the date of receiving such proposal from the Contractor, respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

2. No instruction however shall be required for an increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Sub-Clause, but is the result of the quantities exceeding or being less than those stated in the Bills of Quantities. The Contractor will however provide to the Engineer as soon as is possible details of such increase or decrease for approval, disapproval and comments.

3. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

4. Unless the Contractor's proposal given under Sub-Clause 13.3.10 is agreed by the engineer, each Variation shall be valued by the Engineer in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause. If no such prices are applicable and it is not reasonably practicable to deduce applicable prices for the Variation therefrom, the Variation shall be valued by the Engineer at fair and reasonable prices. Upon instructing or approving a variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determination] to agree to determine adjustment to the Contract Price and the

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(c) the Contractor’s proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable but not later than fourteen (14) days from the date of receiving such proposal from the Contractor, respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

2. No instruction however shall be required for an increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Sub-Clause, but is the result of the quantities exceeding or being less than those stated in the Bills of Quantities. The Contractor will however provide to the Engineer as soon as is possible details of such increase or decrease for approval, disapproval and comments.

3. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

4. Unless the Contractor's proposal given under Sub-Clause 13.3.10 is agreed by the engineer, each Variation shall be valued by the Engineer in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause. If no such prices are applicable and it is not reasonably practicable to deduce applicable prices for the Variation therefrom, the Variation shall be valued by the Engineer at fair and reasonable prices. Upon instructing or approving a variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determination] to agree to determine adjustment to the Contract Price and the
Schedule of Payments. These adjustments shall include cost.

5. Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall not be entitled to any claim for an extension to the Time for Completion or adjustment to the Contract Price arising out of or in connection with a Variation to the extent the Variation results from:

(a) a failure by the Contractor to perform its obligations in accordance with the Contract;
(b) any Works not being in compliance with the requirements of the Contract; or
(c) any negligent or willful act or omission of the Contractor or Contractor’s Personnel.

13.4 Provisional Sums

1. Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer’s instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed after consultation with the Employer. For each Provisional Sum, the Engineer may instruct:

(a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or

(b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5) or otherwise; and for which there shall be included in the Contract Price:

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<tr>
<th>المبالغ الاحتياطية</th>
<th>4.13</th>
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1. كل مبلغ احتياطي يجب استخدامه بالكامل أو جزء منه، وفقًا لتعليمات المهندس، ويجب تعديل كلفة العقد وفقًا لذلك. المبلغ الإجمالي الذي يدفع إلى المقاول يجب أن يشمل فقط المبالغ المتعلقة بالعمل أو التوريدات أو الخدمات التي يتعلق بها المبلغ الاحتياطي، وفقًا للتعليمات الصادرة من المهندس بعد التشاور مع صاحب العمل. يجوز للمهندس لكل مبلغ احتياطي أن يأمر:

أ- بعمل يتم تنفيذه (بما في ذلك الآليات والمعدات أو الخدمات المطلوب توريدها) بمعرفة المقاول ويتم تقدير قيمته وفقًا للبند الفرعي 13-3 (إجراءات التعديل) / أو / وأ- الاليات أو الخدمات التي يتم شرائها بمعرفة المقاول من متحف-cloud (ويتم تعيينه في البنود الأخرى ) / أو / خلاف ذلك، والتي يتم تقدير قيمتها وإضافتها لتكلفة العقد على النحو الآتي:
(i) the actual amounts paid (or due to be paid) by the Contractor, and
(ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in Appendix A to Contract Agreement shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.5 Day work

1. For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a day work basis. The work shall then be valued in accordance with the Day work Schedule included in the Contract, and the following procedure shall apply. If a Day work Schedule is not included in the Contract, this Sub-Clause shall not apply.

2. Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer for his approval. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

3. Except for any items for which the Day work Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day’s work:

(a) the names, occupations and time of Contractor’s Personnel,
(b) the identification, type and time of Contractor’s Equipment and Temporary Works, and

(c) the quantities and types of Plant and Materials used.

4. One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].
13.6 Adjustments for Changes in Legislation

1. The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Sultanate of Oman (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which directly affect the Contractor in the performance of its obligations under the Contract, if and to the extent that a change in Law:

(a) changes the price in the Sultanate of Oman of a product that was, prior to the date of such change of Law, fixed by operation of Law and/or subsidized by the government of the Sultanate of Oman; and/or

(b) changes the minimum wage in the Sultanate of Oman;

2. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer, which shall include satisfactory evidence of such Cost, including variations to the last wages and allowances and/or the basic price of materials affected by such Laws, and shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Decisions].

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[Determinations] to agree or determine these matters.

### 14.0 Contract Price and Payment

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<thead>
<tr>
<th>14.1 The Contract Price</th>
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<td>14.0 Contract Price and Payment</td>
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</table>
(a) The Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.6 [Adjustments for Changes in Legislation];

- على المقاول أن يدفع جميع الضرائب والرسوم وال الأجور الملزم بدفعها بموجب العقد، ولا يتم تعديل قيمة العقد بسبب أي من هذه التكاليف، باستثناء ما هو مبين في البند الفرعي 13-6 (التعديلات نتيجة التغيير في التشريعات).

(b) any quantities which may be set out in the Bills of Quantities or other Schedules of the Works which the Contractor is required to execute, or for the purposes under Clause 12 [Measurement and Evaluation] are either Estimated Quantities as per Sub-Clause 12.1 or Actual and Correct Quantities as per Sub-Clause 12.2.

- أي كميات قد تكون محددة في جداول الكميات أو جداول الأعمال الأخرى الملزم بتنفيذها المقاول أو للأغراض بموجب البند 12 (القياس والتقنية) وهي اما كميات تقديرية بموجب البند الفرعي 12-1 أو كميات فعلية صحيحة بموجب البند الفرعي 12-2.

(c) the Contractor shall submit to the Engineer within twenty eight (28) days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.

- على المقاول أن يقدم للمهندس خلال (28) يوماً من تاريخ المباشرة تحليلاً مفصلاً مقترحاً لكل مبلغ مقطوع مبين في الدعاوى، ويجوز للمهندس أن يأخذ في الاعتبار هذا التحليل عند إعداد شهادات الدفعات ولكنه غير ملزم باعتماده.

(d) In the event the Contractor fails to provide the proposed breakdown as foresaid, the Engineer shall not utilise the breakdown when preparing Payment Certificates.

- في حالة إخفاق المقاول في تقديم مقترح التصنيف على النحو المذكور، يجب على المهندس عدم استخدام التصنيف عند إعداد شهادات الدفع.
14.2 Advance Payment

1. The Employer shall make an advance payment, as an interest-free loan for mobilisation, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable proportions, shall be as stated in Appendix A to Contract Agreement.

2. The Engineer shall issue an Interim Payment Certificate for the first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives:

(a) the Performance Bond in accordance with Sub-Clause 4.2 and

(b) a guarantee in amounts equal to the advance payment. This guarantee shall be issued by a bank or insurance company registered in the Sultanate of Oman, and shall be in the form annexed to these Conditions or in another form approved by the Employer.

3. The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date twenty eight (28) days prior to the expiry date, the Contractor shall extend the validity of the guarantee at his cost until the advance payment has been repaid.

4. The advance payment shall be repaid through percentage deductions in Payment Certificates. Unless other percentages are stated in Appendix A to Contract Agreement, deductions shall be made at the

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P.S. The text above is in Arabic and English, as it is an extract from a contract document in both languages. The content pertains to the conditions under which advance payments are made and guaranteed, and the procedures for repayment and documentation. The text is structured to ensure clarity and accuracy in the process.
amortisation rate of ten (10%) percent of the amount of each Payment Certificate (excluding the advance payment and deductions and repayments of retention) until such time as the advance payment has been repaid.

5. If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 210 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor or the Guarantor to the Employer.

6. If the advance payment is fully recovered prior to the issue of the Taking-Over Certificate, the Contractor may make an application to the Employer for the release of the guarantee, which shall not be unreasonably withheld.

14.3 Application for Interim Payment Certificates

1. The Contractor shall submit a Statement in six (6) copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

2. The Statement shall include the following items, as applicable, in the sequence listed:

(a) the estimated contract value of the Works executed and the Contractor’s Documents produced up to the end of the month (including Variations but
excluding items described in Sub-Clauses (b) to (h) below);

(b) any amounts to be added and deducted for changes in legislation, in accordance with Sub-Clause 13.6 [Change in Law];

(c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in Appendix A to Contract Agreement to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in Appendix A to Contract Agreement;

(d) any amounts to be added and deducted for the advance payment and repayments in accordance with Sub-Clause 14.2 [Advance Payment];

(e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials Intended for the Works];

(f) any amounts to be deducted by reason of the Contractor's failure to comply with its Payment Related Contracted SME Content obligations set out in the Specification.

(g) the deduction of amounts certified in all previous Interim Payment.

3. The Engineer may dispute all or part of any monthly Statement, and shall return such Statement to the Contractor within

the deduction of amounts certified in all previous Interim Payment.

3. The Engineer may dispute all or part of any monthly Statement, and shall return such Statement to the Contractor within

excluding items described in Sub-Clauses (b) to (h) below);

(b) any amounts to be added and deducted for changes in legislation, in accordance with Sub-Clause 13.6 [Change in Law];

(c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in Appendix A to Contract Agreement to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in Appendix A to Contract Agreement;

(d) any amounts to be added and deducted for the advance payment and repayments in accordance with Sub-Clause 14.2 [Advance Payment];

(e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials Intended for the Works];

(f) any amounts to be deducted by reason of the Contractor's failure to comply with its Payment Related Contracted SME Content obligations set out in the Specification.

(h) any other additions or deductions which may have become due under the Contract or otherwise, due under Clause 22 [Claims and Dispute Resolution]; and

(g) the deduction of amounts certified in all previous Interim Payment.

3. The Engineer may dispute all or part of any monthly Statement, and shall return such Statement to the Contractor within
seven (7) days after receiving the Statement and supporting documents from the Contractor, specifying in writing the items to which the Engineer objects and the reasons for such objections, in which case the Contractor shall as soon as practicably possible re-submit to the Engineer the revised Statement with supporting documents taking into account the Engineer’s objections.

14.4 Schedule of Payments

1. If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

(a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of Sub-Clause 14.3.2;

(b) Sub-Clause 14.5 [Plant and Materials Intended for the Works] shall not apply; and

(c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determination] to agree or determine revised instalments, which shall take account of the extent to which progress is less than that on which the instalments were previously based.

2. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within forty two (42) days after the Commencement Date.
Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

3. Amounts payable in respect of nominated Subcontractors shall be stated separately.

4. In the event the Contractor does not submit the first estimate within the said period, the Engineer will have the right to ignore the first and subsequent estimates in making payments.

<table>
<thead>
<tr>
<th>14.5 Plant and Materials Intended for the Works</th>
<th>5.14 الألیات والمواد المخصصة للأعمال</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. If this Sub-Clause applies, Interim Payment Certificates shall include, under Sub-Clause 14.3.2,</td>
<td>1. في حالة انطباي هذا البند الفرعي، يجب أن تتضمن شهادات الدفع الفرعية، طبق للفترة الفرعية (ح) من البند الفرعي 14-3-2 ما يلي:</td>
</tr>
<tr>
<td>(a) an amount for Plant and Materials set aside by the Contractor and marked to the satisfaction of the Engineer as the property of the Employer but not sent to the Site;</td>
<td>أ. مبلغ مقابل الآليات والمواد التي تم وضعها جانباً من قبل المقاول ولكن لم يتم إرسالها إلى الموقع ووضعت عليها علامة تفيد بشكل مقنع للمهندس أنها ملك صاحب العمل،</td>
</tr>
<tr>
<td>(b) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and</td>
<td>ب. مبلغ لآليات والمواد التي تم إرسالها إلى الموقع لإدخالها في الأعمال الدائمة،</td>
</tr>
<tr>
<td>(c) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under Sub-Clause 14.3 [Application for Interim Payment Certificates]. If the lists referred to in Sub-Clauses (b) or 14.5.2 (c)(i) below are not included in Appendix A to Contract Agreement, this Sub-Clause shall not apply.</td>
<td>ت. تخفيض عندما يتم تضمين القيمة التعاقدية الخاصة بهذه الآليات والمواد كجزء من الأعمال الدائمة طبقا لإحكام البند الفرعي 14-3 (طلب شهادات الدفع المرحلية). إذا كانت القوائم المشار إليها في الفقرة (ب) أو الفقرة (أ) من البند الفرعي 14-3-2 أدناه غير مضمنة في الملحق (أ) لاتفاقية العقد، فإن هذا البند الفرعي لا يتم تطبيقه.</td>
</tr>
<tr>
<td>2. The Engineer shall determine and certify each addition if the following conditions are satisfied:</td>
<td>2. على المهندس أن يحدد ويصدق على كل إضافة في حالة استيفاء الشروط الآتية:</td>
</tr>
</tbody>
</table>
(a) the Contractor has:

(i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and

(ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence; and either

(b) the relevant Plant and Materials:

(i) are those listed in Appendix A to Contract Agreement for payment when shipped,

(ii) have been shipped to the Sultanate of Oman, en route to the Site, in accordance with the Contract; and

(iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by a bank or an insurance company registered in the Sultanate of Oman, in amounts equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advanced Payments] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or

(c) the relevant Plant and Materials:

أ - أن يكون المقاول:

(i) يحتفظ بسجلات مرضية (تشمل الأوامر، والإيصالات، والتكتيل واستخدام المواد) والتي تكون متاحة للمعاينة، و

(ii) يقدم كشفاً بتكلفة الحصول على الآلات والمواد وتسلمها في الموقع مدعما بوثائق مقيحة. واما

ب - أن تكون المعدات والمواد ذات العلاقة:

(i) مدرجة في الملحق (أ) لاتفاقية العقد للدفع عند

شحنها. أو

(ii) تم شحنها للسلطنة عمان، وفي طريقها إلى

الموقع، طبقاً للعقد.

ثالثاً، إذا تم وصفها في بوليصة شحن سليمة أو أي

إثبات آخر للشحن وتم تقديمتها إلى المهندس

مصحوبة بإثبات دفع اجرة النقل والتأمين، وأية مستندات أخرى مطلوبة بشكل معقول، وضمان بنكي معتمد في نموذج وصادر عن بنك مسجل في سلطنة عمان بقيمة مساوية

للمبلغ المستحق بموجب هذا البند الفرعى، وهذا الضمان يمكن أن يكون في نموذج مشابه

للنموذج المذكور في البند الفرعى 2.14 (]

الدفع المقدمة. - وعلى أن يكون ساريًا حتى يتم تخزين المعدات والمواد بشكل سليم في

الموقع وحمايتها من أي خسارة أو ضرر أو

تلف.

أو:

ت - أن تكون المعدات والمواد ذات العلاقة:
(i) are those listed in Appendix A to Contract Agreement for payment when delivered to the Site, and (ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

3. The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

4. The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under Sub-Clause 24.3. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

1. No amount shall be certified or paid until the Employer has received and approved the Performance Bond. Thereafter, the Engineer shall, within twenty eight (28) days after receiving a Statement and supporting documents under Sub-Clause 14.3. [Application for Interim Payment Certificates], or otherwise after receiving the re-submitted Statement and supporting documents from the Contractor under Sub-Clause 14.3.3 issue to the Employer with a copy to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with supporting particulars, including particulars of any reduction or withholding made by the

ملاحظات:

- لا يتم تصديق أو دفع أي مبلغ، مالم يكن صاحب العمل قد استلم وصادق على ضمان حسن التنفيذ، وبعد ذلك يتبع على المهندس، خلال أربعة عشر يوماً من تاريخ صرفه مستخلص الدفع والمستندات المذكورة في الفقرة 14-3 من المعايير المذكورة المقاول بموجب البنود الفرعية 14-3-3 أن يصدر شهادة دفع مرحلية لصاحب العمل مع نسخة للمقاول، مبينة فيه المبلغ الذي يقدر المهندس بصورة منصفة للمقاول ومرفقاً بها التفاصيل المؤيدة لحجب أو خصم favors the contractor and the engineer in accordance with the contract.

- يتم تسليمها وتخزينها بشكل سليم في الموقع، وتحمايتها من أي خسارة أو ضرر أو تلف، ويبعد أنها طبقاً للعقد. 

- يجب أن يكون هذا المبلغ الإضافي بعملات مماثلة للعملات التي سوف تصدر بها الدفعات عندما يتم تقدير قيمة العقد طبقاً للفرعية (أ) بالبنود الفرعية 24-3-2 و في ذلك الوقت، ينبغي أن تشمل شهادات الدفع المتبقيات الواجبة والتي تكون مساهمة لهذه القيمة الإضافية للمعدات والمراحل ذات العلاقة.

- لا يتم تصديق أو دفع أي مبلغ، مالم يكن صاحب العمل قد استلم وصادق على ضمان حسن التنفيذ، وبعد ذلك يتبع على المهندس، خلال أربعة عشر يوماً من تاريخ صرفه مستخلص الدفع والمستندات المذكورة في الفقرة 14-3 من المعايير المذكورة المقاول بموجب البنود الفرعية 14-3-3 أن يصدر شهادة دفع مرحلية لصاحب العمل مع نسخة للمقاول، مبينة فيه المبلغ الذي يقدر المهندس بصورة منصفة للمقاول ومرفقاً بها التفاصيل المؤيدة لحجب أو خصم favors the contractor and the engineer in accordance with the contract.
Engineer from the amount shown in the
Statement.

2. However, prior to issuing the Taking-
Over Certificate for the Works, the Engineer
shall not be bound to issue an Interim
Payment Certificate in an amount which
would (after retention and other
deductions) be less than the minimum
amount of Interim Payment Certificates (if
any) stated in Appendix A to Contract
Agreement. In this event, the Engineer shall
give notice to the Contractor accordingly.

3. An Interim Payment Certificate shall not
be withheld for any other reason, although:

(a) if anything supplied or work done by
the Contractor is not in accordance
with the Contract, the cost of
rectification or replacement of this
work may be withheld until
rectification or replacement has been
completed; and/or

(b) if the Contractor was or is failing to
perform any work or obligation in
accordance with the Contract, and had
been so notified by the Engineer, the
value of this work or obligation may be
withheld until the work or obligation
has been performed.

4. The Engineer may in any Payment
Certificate make any correction or
modification that should properly be made
to any previous Payment Certificate. A
Payment Certificate shall not be deemed
to indicate the Engineer’s acceptance,
approval, consent or satisfaction.
(b) the amount certified in each Interim Payment Certificate within sixty (60) days after the Employer receives the Statement and supporting documents from the Engineer; and
(c) the amount certified in the Final Payment Certificate within sixty (60) days after the Employer receives this Payment Certificate from the Engineer.

14.8 Currency of Payment

1. All payments made in accordance with this Contract shall be made in the Local Currency and into a bank account at a bank registered and located in the Sultanate of Oman to be nominated by the Contractor.

14.9 Delayed Payment

1. If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges on the amount unpaid during the period of delay at the rate stated in Appendix A to Contract Agreement. This period shall be deemed to commence on the last day for payment specified in Sub-Clause 14.7 irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.
14.10 Payment of Retention Money

1. When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer, subject to Sub-Clause 3.1.3, for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a portion of the Retention Money shall be certified and paid. This proportion shall be fifty percent (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final contract Price.

2. Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer, subject to Sub-Clause 3.1.3, for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be forty percent (40%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However, if any work remains to be executed under Clause 11.1 [Completion of Outstanding Work and Remedyng Defects], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed and modify the payment of Retention Money accordingly.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.6 [Adjustment for Changes in Legislation].
14.11    Cash Flow

1. Where there is an annual cash flow provided in Appendix A to Contract Agreement, this Sub-Clause shall apply.

2. The percentage per year set out in Appendix A to Contract Agreement shall be the maximum amount paid to the Contractor for the Works for each year. Actual payments shall be limited to the planned cash flow or the value of actual work done whichever is lower i.e. the payment shall be less if less work is performed. However, the Contractor shall not be paid more in one (1) year than the limit of the cash flow if the value of the work done exceeds the funds budgeted for in the year and any balance from previous years. Any payments deferred due to the operation of this Sub-Clause will not attract interest in accordance with Sub-Clause 14.9 [Delayed Payment].

14.12    Statement at Completion

1. Within thirty (30) days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer six (6) copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

   (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works

   (b) any further sums which the Contractor considers to be due, and

   (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown...
14.13 Application for Final Payment Certificate

1. Within fifty six (56) days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

(a) the value of all work done in accordance with the Contract, and
(b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

2. If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.

3. However, if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Clause 22 [Claims and Dispute Resolution], the Contractor shall then prepare and submit to the Employer

14.14 طلب شهادة الدفعة الختامية

1. خلال 56 ستة وخمسون يوماً من استلام شهادة الأداء، على المقاول أن يقدم إلى المهندس ست نسخ من مسودة المستخلص الختامي وفقاً للمعده المعتمد من المهندس مع المستندات المؤيدة التي توضح بالمفصل ما يلي:

أ. قيمة جميع الأعمال المنفذة وفقاً العقد.
ب. أي مبالغ أخرى يرى المقاول أنه يستحقها بموجب العقد أو خلافه.

2. إذا لم يوافق المهندس على مسودة المستخلص الختامي أو لا يمكنه التحقق من أي جزء منها، فعلي المقاول تقديم المعلومات الإضافية التي قد يطلبها المهندس بشكل معقول، وعليه أن يجري على المعده المعذب التعديلات التي قد يتفق عليها. ومن ثم يعدها إلى المهندس في شكله النهائي بحيث ما تم الاتفاق عليه، ويشار إلى هذا المستخلص المتفق عليه في هذه الشروط بـ “المستخلص الختامي”.

3. إذا اتضح بعد المناقشات التالية بين المهندس والمقاول، وأية تعديلات في مسودة المستخلص التي تم الاتفاق عليها، وجود خلاف ما، فإنه يتعين على المهندس أن يقدم إلى صاحب العمل (مع نسخة للمقاول) شهادة دفع مهلية للأجزاء المنفق عليها من مسودة المستخلص الختامي، و إذا تم بعد ذلك تسوية هذا الاختلاف نهاية عن طريق التسوية الودية بموجب الطلب 22 (المطالبات وتسوية المنازعات)، فعلي المقاول عندن أن ي يعد ويقدم المستخلص الختامي إلى صاحب العمل مع نسخة للمهندس.
When submitting the Final Statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Bond and the outstanding balance of this total, in which event the discharge shall be effective on such date.

### 14.15 Issue of Final Payment Certificate

1. Within twenty-eight (28) days after receiving the Final Statement and written discharge in accordance with Sub-Clause 14.13 [Application for Final Payment Certificate] and Sub-Clause 14.14 [Discharge], the Engineer shall issue, to the Employer, the Final Payment Certificate which shall state:

(a) the amount which is finally due, and

(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

2. If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.13 [Application for Final Payment Certificate] and Sub-Clause 14.14 [Discharge], the Engineer shall request the
Contractor to do so. If the Contractor fails to submit an application within a period of twenty eight (28) days after receiving the request, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due, and:

(a) the Contractor shall not be entitled to claim any amount other than the amounts so certified, and

(b) the Employer shall be discharged from all liabilities in connection with any amount or claim other than the amounts so certified.

14.16 Cessation of Employer’s Liability

1. The Employer shall be discharged from all liabilities towards the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

(a) in the Final Statement under Sub-Clause 14.13 [Application for Final Payment Certificate] and Sub-Clause 14.15.2 and also,

(b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.12 [Statement at Completion].

However, this Sub-Clause shall not limit the Employer’s liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.
15.0 Termination by Employer

1. If the Contractor fails to carry out any obligation under the Contract, the Engineer may -by notice- require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.1 Notice to Correct

1. If the Contractor fails to carry out any obligation under the Contract, the Engineer may -by notice- require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.2 Termination by Employer

1. The Employer shall be entitled to terminate the Contract if the Contractor:

(a) fails to provide the Performance Bond under Sub-Clause 2.4 [Performance Bond] or with a notice to correct under Sub-Clause 15.1 [Notice to Correct];

(b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of its obligations under the Contract,

(c) without reasonable excuse fails:

(i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or

(ii) to comply with a notice issued to rectify or remedy any defect under Sub-Clause 7.7 [Rejection] or Sub-Clause 7.8 [Remedial Work], within twenty eight (28) days after receiving it,

(d) becomes liable under Clause 7.8 [Delay Penalties] of the maximum amount (if any) stated in Appendix A to Contract Agreement and fails to demonstrate to the satisfaction of the Employer that

1. إذا أخفق المقاول في تنفيذ أي التزام بموجب العقد، يجوز للمهندس إخطار المقاول أن يطلب منه أن يخصص ويภาخخ ويعالخ هذا الإخفاق خلال مدة محددة معقولة.

1. يحق لصاحب العمل إنهاء العقد إذا كان المقاول:

أ. أخفق في تقديم ضمان حسن التنفيذ وفقًا للبند الفرعي 2.4 (ضمان حسن التنفيذ) أو الامتثال لإخطار بالتصحيح بموجب البند الفرعي 15.1 (الإخطار بالتصحيح).

ب. تتخلى عن الأعمال أو بخلاف ذلك أظهر بوخخوح نيته في عدم الاستمرار في أداء التزاماته بموجب العقد.

ت. أخفق دون عذر معقول في:

(i) مباشرة الأعمال بموجب البند 8 (المباشرة والتأخير والوقف)

(ii) الالتزام بـإخطار صدر له لمعالجة أو إصلاح أي عيب بموجب البند الفرعي 7-7 (الرفض) أو البند الفرعي 7-8 (تصحيح الأعمال) خلال 28 يومًا من تاريخ استلام الإخطار.

ج. أصبح مسؤولًا بموجب البند الفرعي 7-8 (غرامات التأخير) عن المبلغ الأقصى (إذا وجد) حسب ما هو مبين في الملحق (أ) لاتفاقية العقد وأخفق في الإظهار بوخخوح لصاحب العمل بأن الأعمال أو الاسم المعنى منها سيتم
the Works or relevant Section will be completed within twenty eight (28) days from the date on which the Contractor's liability to pay such maximum amount was first incurred.

(e) subcontracts the whole of the Works or assigns the Contract without the required approval,

(f) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

(g) fails to comply with its obligations under Clause 17 [Anti-Bribery and Corruption].

2. In any of these events or circumstances under Sub-Clause 15.2.1 above, the Employer may, upon giving fourteen (14) days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of Sub-Clauses (f) or (g), the Employer may, by notice, terminate the Contract immediately.

3. The Employer’s election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

4. Promptly following any termination, the Contractor shall leave the Site and deliver any required Goods, all Contractor’s Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply
immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

5. After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor’s Documents and other design documents made by or on behalf of the Contractor and such Contractor’s Equipment and Temporary Works as the Employer may require for such purpose.

6. At any time, and from time to time, after termination, the Employer shall give notice to the Contractor specifying items of Contractor’s Equipment and Temporary Works which are no longer required for the completion of the Works and which will be released to the Contractor at or near the Site.

7. After completion of the Works, the Employer shall then give notice to the Contractor that the Contractor’s Equipment and Temporary Works, or such of them as have not already been released, or otherwise disposed of, will be released to the Contractor at or near the Site. On receipt of any such notice, the Contractor shall promptly arrange the removal of the Contractor’s Equipment and Temporary Works specified in the notice, at the risk and cost of the Contractor.

8. However, if the Contractor fails to remove any items of Contractor’s Equipment and/or Temporary Works specified in such notice, or if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer. The proceeds of sale shall be retained by the Employer in order to recover this payment and any balance of the proceeds shall then be credited to the account of the Contractor in accordance with Sub-Clause 15.4 [Payment after Termination].
15.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 (Termination by the Employer) has taken effect, the Engineer shall proceed in accordance with Sub-Clause 5.3 (Determinations) to agree or determine the value of the Works, Goods and Contractor’s Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 (Termination by the Employer) has taken effect, the Employer may:

(a) proceed in accordance with Sub-Clause 2.4 (Employer’s Claims), and/or

(b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and-or

(c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 (Valuation at Date of Termination).

After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.
15.5 Employer’s Termination for Convenience

1. The Employer reserves the right to terminate the contract in whole or in part at any time for the convenience by giving notice of such termination to the Contractor. The termination shall take effect twenty eight (28) days after the Contractor receives this notice. Following such termination, the Employer may execute the Works himself or to arrange for the Works to be executed by another contractor.

2. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor’s Equipment] and shall be paid in accordance with Sub-Clause 21.6 [Optional Termination, Payment and Release].

16. Suspension and Termination by Contractor

16.1 Contractor’s Entitlement to Suspend Work

1. If the Engineer fails to certify any of the Interim Payment Certificates in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 14.7 [Payments], (other than to the extent the Employer has disputed such amount under Sub-Clause 14.3.3 or exercised any right of set off or withholding under the provisions of this Contract), the Contractor may, after giving not less than forty (40) days’ notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate or reasonable evidence as to payment, as the case may be and as described in the notice.
The Contractor’s action shall not prejudice his entitlements to financing charges under Sub-Clause 14.9 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

2. If the Contractor subsequently receives such Payment Certificate, or reasonable evidence as to payment as described in Sub-Clause 1.11.16 above, before the effective date of any notice of termination under Sub-Clause 16.2 [Termination by Contractor], the Contractor shall resume normal working as soon as is reasonably practicable.

3. If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to:

   (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

   (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 5.3 [Determinations] to agree or determine these matters.

16.2 Termination by Contractor

2.16

1. The Contractor shall be entitled to terminate the Contract if:

   (a) Subject to 14.3.3 the Engineer fails, within sixty (60) days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate

   (b) The Contractor’s action shall not prejudice his entitlements to financing charges under Sub-Clause 14.9 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

2. If the Contractor subsequently receives such Payment Certificate, or reasonable evidence as to payment as described in Sub-Clause 1.11.16 above, before the effective date of any notice of termination under Sub-Clause 16.2 [Termination by Contractor], the Contractor shall resume normal working as soon as is reasonably practicable.

3. If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to:

   (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

   (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 5.3 [Determinations] to agree or determine these matters.
In any of these events or circumstances, the Contractor may, upon giving forty (40) days' notice to the Employer, terminate the Contract.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor under the Contract or otherwise.

16.3 Cessation of Work & Removal of Contractor’s Equipment

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1. After a notice of termination under Sub-Clause 15.5 [Employer’s Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 21.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- give forty (40) days' notice to the Employer;
- ensure that the Employer has received and signed the Contract Agreement under Sub-Clause 1.6 [Contract Agreement] within one hundred twenty (120) days from the date of the Letter of Acceptance, or has assigned the Contract without complying with Sub-Clause 1.7 [Assignment], or
- if a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.12 [Prolonged Suspension],

(b) the Contractor does not receive the amount due under an Interim Payment Certificate within sixty (60) days after receipt by the Employer of the statement from the Engineer (except for deductions in accordance with Sub-Clause 2.4 [Employer’s Claims]),

c) the Employer fails to prepare and sign the Contract Agreement under Sub-Clause 1.6 [Contract Agreement] within one hundred twenty (120) days from the date of the Letter of Acceptance, or has assigned the Contract without complying with Sub-Clause 1.7 [Assignment], or

d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.12 [Prolonged Suspension],
(a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,

(b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment and deliver to the Site at the its own risk and cost, any such items which are not located on the Site,

(c) clear away and remove from the Site any wreckage, debris and waste; and

(d) all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 Payment on Termination

1. After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, subject to any pending or previously notified claim(s), the Employer shall promptly:

   (a) return the Performance Bond to the Contractor

   (b) pay the Contractor in accordance with Sub-Clause 21.6 [Optional Termination, Payment and Release], and

   (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17.0 Anti-Bribery and Corruption

1. The Contractor shall, in respect of this Contact and all activities and transactions arising out of or in connection with this

1. يتعين على المقاول فيما يخص هذا العقد وكافة الأنشطة والعمليات التي تنشأ عنه أو ترتبط به الالتزام

مع مكافحة الرشوة والفساد

4.16

0.17
Contract, comply at all times with the Anti-Bribery Laws applicable to it.

2. The Contractor warrants and represents that he and his agents, employees, Affiliates and Subcontractors have not given and shall not give or offer to give (directly or indirectly) to any Person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
   (a) for doing or forbearing to do any action in relation to the Contract, or
   (b) for showing or forbearing to show favour or disfavour to any Person in relation to the Contract.

3. The Contractor shall co-operate with the Employer and/or any Governmental Authority in relation to any written or oral inquiry or investigation in respect of matters relating to bribery and corruption.

4. The Contractor shall at all times, in connection with the Contract, and any and all transactions contemplated by the Contract, apply effective anti-bribery and corruption reporting and disclosure controls and procedures; and shall at all times maintain internal accounting systems that are sufficient to show in reasonable detail full compliance with applicable Anti-Bribery Laws.

5. The Contractor shall indemnify and hold harmless the Employer and the Employer’s Personnel against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of the Contractor’s failure to comply with its obligations under this Clause.
## 18. Intellectual and Industrial Property Rights

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1. In this Sub-Clause “infringement” means an infringement "or alleged infringement" of any patent, registered design, copyright, trademark, trade name, trade secret, or other intellectual or industrial property right, relating to the Works, and “claim” means a claim or (proceedings pursuing a claim) alleging an infringement.

2. Whenever a Party does not give notice to the other party of any claim within twenty-eight (28) days of receiving the claim, shall be deemed to have waived any right to indemnity under this Sub-Clause.

3. The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
   - (a) an unavoidable result of the Contractor’s compliance with the Contract, or
   - (b) a result of any Works being used by the Employer:
     - (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
     - (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

4. The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to:
   - (a) the Contractor’s design, manufacture, construction or execution of the Works, or
   - (b) the use of Contractor’s Equipment, or

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(c) the proper use of the Works.

5. If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim and any litigation or arbitration, which may arise from it. The other Party shall at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take-over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

19. Risk and Responsibility

19.1 Indemnities

1. The Contractor shall indemnify and hold harmless the Employer, the Employer’s Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

(a) bodily injury, sickness, disease or death, of any Person whatsoever arising out of or in the course of or by reason of the Contractor’s design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer’s Personnel, or any of their respective agents, and

(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:
(i) arises out of or in the course of or by reason of the Contractor’s design (if any), the execution and completion of the Works and the remedying of any defects, and

(ii) is attributable to any negligence, willful act or breach of the Contract by the Contractor, the Contractor’s Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

2. The Employer shall indemnify and hold harmless the Contractor, the Contractor’s Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of

(a) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer’s Personnel, or any of their respective agents, and

(b) the matters for which liability may be excluded from insurance cover, as described in Sub-Clauses 20.3.3 (c).

19.2 Contractor’s Care of the Works

1. The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections] for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.
2. After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

3. If any loss or damage happens to the Works, Goods or Contractor’s Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 19.3 [Employer’s Risks] the Contractor shall rectify the loss or damage at the Contractor’s risk and cost, so that the Works, Goods and Contractor’s Documents conform with the Contract.

4. The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage, which occurs after a Taking-Over Certificate, has been issued and which arose from a previous event for which the Contractor was liable.

19.3 Employer’s Risks

1. The risks referred to in Sub-Clause 19.4 [Consequences of Employer’s Risks] below are:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Sultanate of Oman,

(c) riot, commotion or disorder within the Sultanate of Oman by Persons other than the Contractor’s Personnel and

3.19 مخاطر صاحب العمل

1. المخاطر المشتركة بجانب الفرع 19-4

(نتائج مخاطر صاحب العمل أعلاه هي:)

أ - الحرب والأعمال العدائية (سواء أعلنت الحرب أو لم تعلن)، والغزو، وفعال الأعداء الأجانب.

ب - التمرد، أو الإرهاب، أو الثورة، أو العصيان، أو الاستيلاء على السلطة بالقوة، أو الحرب الأهلية في الدولة.

ت - الشغب أو الفلايلة أو الإخلال بالنظام داخل الدولة من أشخاص غير أفراد المقاول ومستخدميه الأخرين ومقاولي الباطن.
other employees of the Contractor and Subcontractors,

(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Sultanate of Oman, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity,

(e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

(f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,

(g) design of any part of the Works by the Employer’s Personnel or by others for whom the Employer is responsible, and

(h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor who is experienced in carrying out work of a similar type, nature and complexity to the Works could not reasonably have been expected to have taken adequate preventative precautions

19.4 Consequences of Employer’s Risks

1. If and to the extent that any of the risks listed in Sub-Clause 19.3 above results in loss or damage to the Works, Goods or Contractor’s Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.
2. If the Contractor suffers delay and/or incurs cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Limitation of Liability

1. Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remediating Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Clause 18 [Intellectual and Industrial Property Rights]; and Sub-Clause 19.1 [Indemnities].

2. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Utilities], Sub-Clause 4.20 [Employer’s Equipment and Free-Issue Material], Sub-Clause 19.1 [Indemnities] and Clause 18 [Intellectual and Industrial Property Rights], shall not exceed the sum stated in Appendix A to Contract Agreement or (if a sum is not so stated) the Accepted Contract Amount.
3. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

لا تحدد أحكام هذا البند الفرعي من مسؤولية الطرف المخل في أي حالات الغش أو الإخلال المتدمع أو سوء السلوك من قبل الطرف المخل.

20.0 Insurance

20.1 General Requirements for Insurances

1. In this Clause “insuring Party” means, for each type of insurance, the party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clauses.

في هذا البند، يقصد بـ "الطرف المؤمن"، لكل نوع من أنواع التأمين الطرف المسئول عن إبرام وإبقاء على سرية التأمين المنصوص عليه في البند الفرعي ذي العلاقة.

Wherever the Contractor is the insuring Party, each insurance shall be effected with a reputable insurers registered and located in the Sultanate of Oman and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

حيثما يكون المقاول هو الطرف المؤمن، فعليه إبرام كل وثيقة تأمين مع شركات التأمين ذات السمعة الجيدة المسجلة والواقعة في سلطنة عمان ووفق الاشتراطات التي وافق عليها صاحب العمل بحيث تكون هذه الاشتراطات متوافقة مع أي اشتراطات متفق عليها بين الطرفين قبل تاريخ خطر الفعل، وتكون لهذه الاشتراطات المتفق عليها أولوية على أحكام هذا البند.

Wherever the Employer is the insuring Party, each Insurance Policy shall be effected with insurers and in terms consistent with the details annexed to the Appendix to Tender.

حيثما يكون صاحب العمل هو الطرف المؤمن، فعليه إبرام كل وثيقة تأمين مع شركات التأمين وفق الاشتراطات المتوافقة مع التفاصيل المرفقة بمجلد العطاء.

2. If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause:

إذا كانت وثيقة التأمين مطلوبة لتعويض تأمين مشترك، فيجب أن تغطي هذه الوثيقة كل مؤمن بشكل منفصل كما لو كان هناك وثيقة متصلة بمجردة لكل طرف من أطراف الوثيقة المشاركين. وإذا كانت وثيقة التأمين تتضمن تعويض مؤمنين مشاركين إضافيين، أو بالإضافة إلى المؤمن لهم المحددین في هذا البند، فلهما تعويض:

(a) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer’s Personnel.

أ. علی المقابل أن يتم تصرف بمواجهة الوثيقة لصالح هؤلاء المؤمنين المشاركين الإضافيين، باستثناء أن صاحب العمل سوف يتصرف نيابة عن أفراده.
(b) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and

(c) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

3. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

4. The relevant insuring Party shall, within the respective periods stated in Appendix A to Contract Agreement (calculated from the Commencement Date), submit to the Employer:

(a) evidence that the insurances described in this Clause have been effected, and

(b) copies of the policies for the insurances described in Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment] and Sub-Clause 20.3 [Insurance Against Injury to Persons and Damage to Property].

5. When each premium is paid, the insuring Party shall submit evidence of payment to the other Party and shall also notify the Engineer accordingly. Whenever insurance policies are submitted, the insuring Party shall also give notice to the other Party and the Engineer.

6. Each Party shall comply with the conditions stipulated in each of the insurance policies. The Contractor shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that
7. Neither Party shall make any material alteration to the terms of any insurance without the prior written approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

8. If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

9. Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities.

20.2 Insurance for Works & Equipment

1. The insuring Party shall insure the Works, Plant, Materials and Contractor’s Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees. This insurance shall be effective from the date by which the evidence is to be submitted under Sub-Clause...
20.1.4 (a), until the date of issue of the Performance Certificate for the Works.

2. The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations including those under Clause 11 [Defects Liability].

3. The insuring Party shall insure the Contractor’s Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor’s Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor’s Equipment.

4. Insurances under Sub-Clause 20.2:

(a) shall be effected and maintained by the Contractor as insuring Party, up to the issue of the Performance Certificate,

(b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,

(c) shall cover all loss and damage from any cause not listed in Sub-Clause 19.3 [Employer’s Risks],

(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in Sub-
Clauses (c), (g) and (h) of Sub-Clause 19.3.1 [Employer’s Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in Appendix A to Contract Agreement (if an amount is not so stated, this Sub-Clause (d) shall not apply), and

(e) may however exclude loss of, damage to, and reinstatement of:

(i) part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in this Sub-Clause (ii) below,

(ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

(iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and

(iv) Goods while they are not in the Sultanate of Oman, subject to Sub-Clause 14.5 [Plant and Materials Intended for the Works].

5. If, more than one (1) year after the Base Date, the cover described in Sub-Clause (e) above ceases to be available at commercially reasonable terms, the Contractor shall give notice to the Employer, with supporting particulars. The Employer shall then:

Clauses (c), (g) and (h) من البنود الفرعية (ت و (و (و (دو من البنود الفرعية
19-3-1 (مخاطر صاحب العمل) باستثناء
في كل حالة (المخاطر التي لا يمكن التأمين
عليها بشروط تجارية معقولة، مع
استقطاعات (تحمل) لكل حادث بما لا يزيد
على المبلغ المحدد في الملحق (أ) للاتفاقية
العقد ولا تنطبق هذه الفقرة الفرعية (ج) إذا
لم يكن هذا المبلغ محدداً في الملحق المذكور.

- ومع ذلك يجوز استثناء الخسارة، والضرر
والإعادة الوضع إلى ما كان عليه، لما يلي:

الفرعية (ت و (و (و (دو من البنود الفرعية
5. إذا تبين وبعد مرور أكثر من (1) سنة من تاريخ
الأساس، فإن التغطية التامينية المصوفة في الفقرة
(ج) أعلاه، لم تعد متاحة على أسس تجارية معقولة،
فإنه يتعين على المقاول أن يوجه إخطاراً إلى صاحب
العمل، بالتفاصيل المؤيدة.  ويمكن صاحب العمل
عندئذٍ:
(a) be entitled subject to Sub-Clause 2.4 [Employer’s Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and

(b) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 20.1 [General Requirements for Insurances].

أ. - مستحقاً - مع مراعاة احكام البند الفرعي 2-4 (المطالبات صاحب العمل) للحصول على مبلغ معادل لهذا المبلغ الذي كان من المتوقع أن يدفعه المقاول مقابل تلك التغطية التجارية المعقولة و


### 20.3 Insurance against Injury to Persons & Damage to Property

<table>
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<th>بالمنحكات بالممتلكات</th>
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1. The insuring Party shall insure against each Party’s liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment]) or to any Person (except Persons insured under Sub-Clause 20.4 [Insurance for Contractor’s Personnel]), which may arise out of the Contractor’s performance of the Contract and occurring before the issue of the Performance Certificate.

2. This insurance shall be for a limit per occurrence of not less than the amount stated in Appendix A to Contract Agreement, with no limit on the number of occurrences. If an amount is not stated in Appendix A to Contract Agreement, this Sub-Clause shall not apply.

1. يتبع على الطرف المؤمن، التأمين ضرر المسؤولية كل طرف عن أية خسارة أو ضرر أو وفاة أو إصابة جسدية يمكن أن تحدث لأي ممتلكات مادية (باستثناء الأشياء المؤمن عليها بموجب البند الفرعي 20-2 (التأمين على الأعمال ومعادت المقاول) أو لأي شخص (باستثناء التأمين - بموجب البنود الفرعية 20-4 (التأمين على أفراد المقاول) والتي تنشأ نتيجة لأداء المقاول للعقد وتحدث قبل إصدار شهادة الأداء.

2. يجب أن لا تقل قيمة هذا التأمين لكل حادث عن المبلغ المنصوص عليه في الملحق (1) لاتفاقية العقد، دون أن يكون هناك حد أقصى لعدد مرات الحوادث. ولا تطبق احكام هذا البنود الفرعي إذا لم ينص على هذا المبلغ في الملحق (1) لاتفاقية العقد.
4. The insurances specified in this Sub-Clause:
   (a) shall be effected and maintained by the Contractor as insuring Party, up to the issue of the Performance Certificate,
   (b) shall be in the joint names of the Parties,
   (c) shall be extended to cover liability for all loss and damage to the Employer’s property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment]) arising out of the Contractor’s performance of the Contract, and
   (d) may however exclude liability to the extent that it arises from:
      (i) the Employer’s right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
      (ii) damage which is an unavoidable result of the Contractor’s obligations to execute the Works and remedy any defects, and
      (iii) a cause listed in Sub-Clause 19.3 [Employer’s Risks], except to the extent that cover is available at commercially reasonable terms.

3. بالنسبة للتأمينات الواردة في هذا البند الفرعي:
   أ. يجب أن تبرم ويتم الحفاظ على سريانها من قبل المقاول كطرف مؤمن إلى أن تصدر شهادة الأداء،
   ب. يجب أن تتم باسم الطرفين مجتمعين،
   ج. ورغم ذلك فإنه يمكن استبعاد المسؤولية إلى الدوام الذي تنشأ فيه عن:
      (i) حق صاحب العمل في تنفيذ الأعمال الدائمة على أو فوق أو تحت أو خلال أي أرض واسع تأثير هذه الأرض لأغراض الأعمال الدائمة،
      (ii) الضرر الذي يكون نتيجة لا يمكن تجنبها لالتزامات المقاول بتقديم الأعمال وإصلاح أي عيب فيها،
      (iii) أي حالة مدرجة في البند الفرعي 19-3 (مخاطر صاحب العمل)، باستثناء المدى الذي تتوقف فيه تغطية تأمينبة بشروط تجارية معقولة.

20.4 Insurance for Contractor’s Personnel

1. The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any Person employed by the Contractor.
Contractor or any other of the Contractor’s Personnel.

2. The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any Person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.

3. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor’s employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

21.0 Force Majeure

21.1 Definition of Force Majeure

1. In this Clause, "Force Majeure" means an exceptional event or circumstance:

   (a) which is beyond a Party’s control,
   (b) which such Party could not reasonably have provided against before entering into the Contract,
   (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
   (d) which is not substantially attributable to the other Party.

2. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied:

   a. an event or occurrence that is beyond the control of the affected party,
   b. an event or occurrence that could not reasonably have been prevented before the Contract was entered into,
   c. an event or occurrence that, having arisen, could not reasonably have been avoided or overcome,
   d. an event or occurrence that is not substantially attributable to the other party.
21.2 Notice of Force Majeure

1. If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

2. The Party shall, having given notice, be excused from the performance of such obligations for so long as such Force Majeure prevents it from performing them.

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,

(c) riot, commotion, disorder, strike or lockout by Persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors,

(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and

(e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

إذا تعذر على أي من الطرفين أو سوف يتعذر عليه أداء أي من الالتزامات التعاقدية بسبب قوة قاهرة، عندئذ يتبع عليه أن يخطر الطرف الآخر بالحدث أو الظروف التي تشكل القوة القاهرة وأن يحدد تلك الالتزامات التي تعذر أو سيتعذر عليه أداءها. يجب أن يصدر هذا الإخطار خلال 14 أربعة عشر يومًا من علم الطرف أو وجوبه علامة بالحدث أو الطرف الذي شكل القوة القاهرة.

إصدار الطرف لهذا الإخطار سـوف يعفية من أداء تلك الالتزامات طوال الفترة التي تحول فيها تلك القوة القاهرة دون أدائها.
3. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

### 21.3 Duty to Minimise Delay

1. Each Party shall at all times use all reasonable endeavors to minimise any delay in the performance of the Contract as a result of Force Majeure.

2. Each Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

### 21.4 Consequences of Force Majeure

1. If the Contractor is prevented from performing any of his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 21.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 22.1 [Contractor’s Claims] to:

   (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

   (b) if the event or the circumstance described in Sub Clause 21.1.1 occurs in the Sultanate of Oman, for payment of any such Cost, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment].

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5.
### 21.5 Force Majeure Affecting Subcontractor

1. If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor’s non-performance or entitle him to relief under this Clause.

### 21.6 Optional Termination, Payment and Release

1. If the execution of substantially all the Works in progress is prevented for a continuous period of eighty four (84) days by reason of Force Majeure of which notice has been given under Sub-Clause 21.2 [Notice of Force Majeure], or for multiple periods which total more than one hundred and forty 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect seven (7) days after the notice is given, and the Contractor shall proceed in accordance with Sub Clause 16.3 [Cessation of Work and Removal of Contractor’s Equipment].

2. Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

   (a) the amounts payable for any work carried out for which a price is stated in the Contract;

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(b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery. This Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer’s disposal;

(c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;

(d) the Cost of removal of Temporary Works and Contractor’s Equipment from the Site and the return of these items to the Contractor’s works in his country (or to any other destination at no greater cost); and

(e) the Cost of repatriation of the Contractor’s staff and labour employed wholly in connection with the Works at the date of termination.
### 21.7 Release from Performance under the Law

1. Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the Laws of the Sultanate of Oman, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

   (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

   (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 21.6 [Optional Termination, Payment and Release] as if the Contract had been terminated under the said Sub-Clause.
### 22. Claims and Dispute Resolution

#### 22.1 Contractor’s Claims

1. If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than twenty eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.

2. If the Contractor fails to give notice of a claim within such period of twenty eight (28) days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

3. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

4. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer’s liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

5. Within forty two (42) days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, the Contractor shall also submit any other contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer.

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 العربي

1. إذا رأى المقاول أنه مستحقًا لأي تمديد لائتمام جملة أو أي مبلغ إضافي بموجب أي بنذ فِي هذه الشروط، أو غيرها مما يتصل بالعقد، فإن المقاول إخطار المهندس بما يتعلق، وأيًا الحدث أو الظرف المؤدي للمطالبة، وذلك في أقرب وقت ممكن عملياً على أن لا يتجاوز 28 ثمانية وعشرون يوماً من عمه أو افتراض عمه بهذا الحدث أو الظرف، فإنه يجب أن يطلب الأحكام التالية الواقعة في هذا الظرف.

2. إذا أخفق المقاول في إخطار المهندس بمطالبة خلال مدة 28 ثمانية وعشرون يوماً المذكورة، فقد يكون مستحقًا تمديد المدة ولا تقاضى أي دفعات إضافية، وذلك يتم إعفاء صاحب العمل من جميع المسئوليات المترتبة بهذه المطالبة، فيما عدا ذلك أنه ينبغي تطبيق الأحكام التالية الواقعة في هذا الظرف.

3. على المقاول أيضاً أن يرسل للمهندس أي إخطارات أخرى تكون مطلوبة بموجب العقد مع التفاصيل المؤيدة للمطالبة، وجميع ما يتعلق بهذا الحدث أو الظرف.

4. يتعين على المقاول أن يحتفظ بسجلات معاصرة للفوقان وفق ما يكون ضرورياً لدعم أي مطالبة سواء في الموقع أو في أي موقع آخر يوافق عليه المهندس، ويجوز للمهندس بعد تلقية أي إخطار بموجب هذا الظرف، ودون الإقرار بمسؤولية صاحب العمل، أن يفحص السجلات وأو يصدر تعليمات إلى المقاول بالاحتفاظ بسجلات معاصرة أخرى. وعلي المقاول أن يسمح للمهندس بتفتيش جميع هذه السجلات، وعليه أن طلب منه ذلك تزويد المهندس بنسخ منها.

5. ينبغي على المقاول خلال 42 ثمانية واربعون يوماً بعد عمه أو افتراض عمه بالحدث أو الظرف المؤدي إلى المطالبة، وذلك على أي مدة.
If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and

(c) the Contractor shall send a final claim within twenty eight (28) days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

6. Within forty two (42) days after receiving a final claim under Sub-Clause 22.1.5(c) above, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval or disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the claim within such time.

7. The Engineer, subject to the specific approval of the Employer as required by Royal Decree 48/76 shall for each subsequent Payment Certificate include such amounts for any claim as have been reasonably substantiated as due under the relevant clause.

8. The Engineer, subject to the specific approval of the Employer as required by Royal Decree 48/76 shall for each subsequent Payment Certificate include such amounts for any claim as have been reasonably substantiated as due under the relevant clause.

9. The Engineer, subject to the specific approval of the Employer as required by Royal Decree 48/76 shall for each subsequent Payment Certificate include such amounts for any claim as have been reasonably substantiated as due under the relevant clause.

10. The Engineer, subject to the specific approval of the Employer as required by Royal Decree 48/76 shall for each subsequent Payment Certificate include such amounts for any claim as have been reasonably substantiated as due under the relevant clause.

11. The Engineer, subject to the specific approval of the Employer as required by Royal Decree 48/76 shall for each subsequent Payment Certificate include such amounts for any claim as have been reasonably substantiated as due under the relevant clause.
provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

8. The requirements of this Sub-Clause are in addition to those of any other Sub-Clause, which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under Sub-Clause 22.1.2.

9. Unless the Contract has already been repudiated or terminated according to its terms, the Contractor shall, in every case, continue to proceed with the Works with all diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same has been resolved in accordance with the method specified in Appendix A to the Contract Agreement.

10. If the Engineer fails to give his decision within the period of forty two (42) days as prescribed by Sub-Clause 22.1.6, either Party may within thirty (30) days after this period has expired give notice to the other Party of its intention to refer the dispute for resolution in accordance with the method specified in Appendix A to the Contract Agreement.

11. If either Party is dissatisfied with any decision passed by the Engineer, as prescribed by Sub-Clause 22.1.6 then either Party may within thirty (30) days after receiving the decision, give notice to the other Party of its intention to refer the dispute for
resolution in accordance with the method specified in Appendix A to the Contract Agreement.

12. If the Engineer has given notice of his decision as to the matter in dispute to both Parties under Sub-Clause 22.1.6, and no notice of dissatisfaction has been given by either Party within the period required by Sub-Clause 22.1.11, then the Engineer’s decision shall become final and binding upon both Parties.

13. If either Party fails to comply with the Engineer’s final decision under Sub-Clause 22.1.12, the other Party, without prejudice to any other rights it may have, shall have the right to refer such failure for resolution in accordance with the method specified in Appendix A to the Contract Agreement. The provisions of Sub-Clause 22.2 [Amicable Settlement], shall not apply.

14. In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except in the case of failure to comply with the Engineer’s final decision, as stated in the above paragraph, neither Party shall be entitled to refer the dispute for resolution in accordance with the method specified in Appendix A to the Contract Agreement, unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

22.2 Amicable Settlement

1. Where notice of dissatisfaction has been given under Sub-Clause 22.1.11, the Parties shall, within fourteen (14) days (or any other period agreed between the Parties), attempt to settle such dispute amicably by conciliation, mediation or any other mode of amicable settlement. If a resolution is not achieved in accordance with the method specified in Appendix A to the Contract Agreement, the provisions of Sub-Clause 22.2 shall apply.
22.3 Litigation*

1. This Sub-Clause shall only apply where litigation is specified as the mode of dispute resolution in Appendix A to Contract Agreement.

2. Any dispute between the Parties in respect of which notice of intention to commence litigation has been given by either Party under Sub-Clause 22.1, has not been settled amicably under Sub-Clause 22.2 [Amicable Settlement], either Party is entitled to resort to the judiciary. The competent court in the Sultanate of Oman shall have the exclusive jurisdiction over such disputes.

3. Litigation, may be commenced prior to or after the completion of the Works, provided that the obligation of the Employer, the Engineer and the Contractor shall not be altered by reason of the litigation being conducted during the process of the Works.

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22.4 Arbitration

1. This Sub-Clause shall only apply where arbitration is specified as the mode of dispute resolution in Appendix A to Contract Agreement.

2. Unless settled amicably according to Sub-Clause 22.2 [Amicable Settlement], any dispute between the Parties in respect of which notice...
of intention to commence Arbitration has been given by either Party under Sub-Clause 22.1.8 shall be finally settled - unless otherwise agreed by the two Parties – by Arbitration in accordance to the UNCITRAL Arbitration Rules in effect at the date of this Contract.

3. The number of arbitrators shall be three (3) arbitrators, appointed in accordance with the UNCITRAL Arbitration Rules. In the event that either party fails to nominate an arbitrator, the appointing authority shall be the competent court in the Sultanate of Oman.

4. The place of Arbitration shall be Muscat-Sultanate of Oman, and the arbitral proceedings shall be conducted in the language for communications defined in Appendix A to Contract Agreement.

5. The arbitrators shall have the full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute

6. Neither Party shall be limited in the proceedings before such arbitrators, to the evidence and arguments put before the Engineer pursuant to Sub-Clauses 2.4 [Employer's Claims] and 22.1 [Contractor's Claims], or for the purpose of the amicable settlement pursuant to Sub-Clause 22.2 [Amicable Settlement]. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

7. Arbitration may be commenced prior to or after the completion of the Works, provided that the obligation of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the process of the Works.
صيغة ضمان الدفعة المقدمة

الي وزارة-------
ص.ب. .... رمز بريدي -------
مسقط
سلطنة عمان

ضمان الدفعة المقدمة رقم...........

لما كان ......................................... المشار إليه فيما بعد بـ"المقاول" قد منح العقد
المؤرخ في ............................ للقيام بأعمال -------------------------------------
وبقيمة تبلغ (...........) ريالاً عمانياً (رقم.متسدد للمقاول دفعة
) ريالاً عمانياً) ومقابل أنكم ستدفعون للمقاول دفعة
مقدمة بمبلغ ................ ريالاً عمانياً والبالغة نسبة (----%) من قيمة العقد
الموافق عليها، فإننا نحن بنك ................................. نتعهد بموجب هذا الضمان أن ندفع
لكم مبلغ لا يتجاوز.................................................. ريالاً عمانياً عند
أول طلب خطي منكم دون الرجوع إلى المقاول أو الأخذ باعترافاته.

من المفهوم أن مسؤوليتنا تجاهكم سيتم تخفيضها بما يعادل المبالغ التي تستردونها من
المقاول حسب ما يرد في الشهادات والدفعات مقابل الدفعة المقدمة.

وتبدأ صلاحية هذا الضمان اعتباراً من تاريخ -------
وتنتهي بتاريخ --- أو حتى تسديد قيمة الدفعة المقدمة بكاملها أيهما
يقع لاحقاً.

ويتوقف إرجاع هذا الضمان إلينا عند انتهاء فترة صلاحيته أو عند الوفاء بالتزاماتها أيهما
يقع أولاً.

المخولون بالتوقيع
FORM OF ADVANCE PAYMENT BOND

To--------
P.O. Box ------
Muscat
Sultanate of Oman.

Advance Payment Bond No ..............................

Whereas Messrs ............................................................ (to be referred to hereinafter as Contractor) have been awarded a Contract dated for the ................................................................. for an amount of RO ................ (Rials Omani .............................) and in view of the fact that you shall pay to the Contractor an advance amount of RO ........(Rials Omani ....................), equivalent to ...... % of the accepted Contract amount, we, Bank.................................................. whose address is-------------------------------------------------- undertake by virtue of this guarantee that we shall pay to you an amount not exceeding RO ........ (Rials Omani .......................) upon your first written demand without reverting to the Contractor or entertaining his objections.

It is understood that our liability towards you shall be reduced, corresponding to the amounts refunded to you by the Contractor as specified in the Certificates and Payments against the said advance payment.

The validity of this bond commences on .......... and ends on ............ or till the full payment of the advance instalment, whichever of the two dates fall later.

This bond shall be returned to us upon the conclusion of the period of its validity or upon the fulfilment our liability, whichever of the two materializes first.

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Authorized Signatories
ضمان حسن التنفيذ

للوزارة ------------------------
ص.ب. ......،
الرمز البريدي ....
سلطنة عمان

التاريخ: .....

ضمان حسن التنفيذ رقم .....

لما كانت شركة----------------------------- عنوانيها ---------------------------- المشار إليها فيما بعد بالمقاول قد منح العقد المؤرخ في .................. للقيام بأعمال ------------------ وبقيمة تبلغ ................ ريالا عمانيا (........................ ريالا عمانيا) فإننا نحن بنك - نؤكد لكم بموجب هذا الضمان أننا ملتزمون تاجهكم بملغ نعود لكم بموجب هذا الضمان أننا ملتزمون تاجهكم بملغ ريالا عمانياً والبالغ نسبة ( %) من قيمة العقد الموافق عليه.

ونتعهد تعهدا غير قابل للرجوع أن ندفع لأمركم المبلغ المذكور دون قيد أو شرط عند أول طلب خطي منكم دون الرجوع إلى المقاول أو الأخذ باعتراضاته شريطة أن نتسلم هذا الطلب قبل تاريخ ..................

وتبدا صلاحية هذا الضمان اعتباراً من تاريخ .................. ويظل ساريًا حتى انتهاء العقد نهائيًا والذي تنتهي بعده مسؤوليتنا بشكل تلقائي.

ويتوجه إعادة هذا الضمان إلينا عند انتهاء فترة صلاحته أو عند الوفاء بالالتزاماتنا أيهما يقع أولاً.

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المخولون بالتوقيع
Performance Bond No. .................................

Whereas………………………………………………………………… (hereinafter referred to as the "Contractor") has been awarded a contract dated__________ for the Provision of…………………………………………. for the value of OMR (-----------------) ……………… ..................................... (Rial Omani)

By this Performance Bond, we Bank ………………………………………………… address is ……………………………………………………………, are held and firmly bound to you, in the sum of ………R.O. …………… (Rials Omani ------------------ ) being ---- percent (---%) of the accepted Contract amount.

We agree to make unconditional payment under this irrevocable bond on your first written demand without any reference to or contestation on behalf of the Contractor provided the claim is received by us on or before …………………………………………………………………

The bond will be effective from ……………. and shall be valid until the final completion of the Contract after which date our liability shall automatically cease.

This Performance Bond should be returned to us upon its expiry or upon fulfillment of our undertaking whichever is the earlier.

__________________________________________

Authorised Signatories