



**INTERIOR FITOUT AND MEP WORKS  
FOR  
PURE HEALTH OFFICE AT 41<sup>ST</sup> FLOOR,  
VISION TOWER, DUBAI, UAE**

**CONTRACT DOCUMENTS**

**VOLUME 1**

**TENDER AND CONTRACT REQUIREMENTS**

**Employer:**

PURE HEALTH MEDICAL SUPPLIES L.L.C  
3401, Vision Tower, Business Bay  
P.O. Box 283572, Dubai, UAE

**Contractor:**

CONCEPT INTERIORS  
P.O. Box 66020  
Sharjah, UAE  
Tel: 06-536 9842

**March 2022**

**PURE HEALTH OFFICE AT 41<sup>ST</sup> FLOOR, VISION TOWER, DUBAI - UAE**  
**INTERIOR FITOUT AND MEP WORKS PACKAGE**

**VOLUME 1**  
**TENDER AND CONTRACT REQUIREMENTS**

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**SECTION 1**

**INSTRUCTIONS TO TENDERERS**

## **INSTRUCTIONS TO TENDERERS**

The following instructions shall be carefully noted by intending Tenderers, as failure to comply with them may lead to invalidation of the Tender. Furthermore, Tenderers shall note that these “Instructions to Tenderers” shall form part of the Contract Documents.

### **1. General**

One set of the following Tender Documents are issued for Tender purposes:

- |            |                                    |
|------------|------------------------------------|
| Volume I   | - Tender and Contract Requirements |
| Volume II  | - Bills of Quantities              |
| Volume III | - Specifications                   |
| Volume IV  | - Drawings                         |
| Volume V   | - Tenant Fit-out Guidelines        |

### **2. Visiting Site and examining documents**

The Tenderer shall visit the site and shall be responsible for obtaining all information which may be necessary for the purpose of submitting a Tender and entering into a contract. He shall carefully examine the Tender Documents and satisfy himself as to risks, obligations and responsibilities to be undertaken in the Contract.

The data provided is given without any guarantee that the conditions as shown are truly representative of the entire site. The provision of this information does not absolve the Contractor from responsibility for making his own interpretation and judging the completeness of the information given.

Notwithstanding any information which may be contained in the Tender Documents, prior to submitting Tenders, the Tenderers shall make independent inquiries as to the work forming the subject of the Project as well as the prevailing local conditions and must generally obtain their own information on all matters that may, in any way, affect the scope of work, prices, risks or obligations of the Tenderer, should the Contract be awarded to him. The Tenderer shall consider all such matters and possible contingencies affecting the entire scope of work.

In addition to the examination of the Tender Documents, the Tenderers shall make whatever arrangements that are necessary for them to become fully informed regarding all existing and expected conditions and matters which might, in any way, affect the cost or performance of the Works.

Any failure to fully investigate the Site and/ or the foregoing instructions shall not relieve the Tenderer from responsibility for estimating properly any difficulties or procuring the successful performance of the Works.

### **3. Indemnity to Employer**

The Tenderer and/ or any of his employees or agents shall be granted permission by the Employer to enter upon his premises and lands for the purpose of inspection in connection with the proposed Tender, but only on the condition that the Tenderer shall comply with the instructions of the Engineer, and shall release and indemnify the Employer and Engineer and their representative servants, and agents from and against all liability in respect of personal injury, loss or damage to property and any other loss, damage, cost and expense however caused which, but for the exercise of such permission, would not have arisen.

### **4. Doubts and obscurities**

Should there be any doubt or obscurity in the meaning in any of the Tender Documents or as to anything to be done or not to be done or as to any other matter or thing, the Tenderer shall set forth such doubt or obscurity in writing and submit the same to the Engineer and copy to the Employer, not later than 7 days before the date stipulated for delivery of Tenders. The replies to written queries, the explanations and clarifications given and copies of documents or drawings shown during meetings shall be distributed as "Addendum" to all Tenderers not later than 3 days before the date stipulated for delivery of Tenders. No instruction, clarification or other information given verbally by the Engineer shall be binding or taken into account in preparing and evaluating Tenders unless and until such instruction or clarification or information is confirmed in writing by the Engineer to all Tenderers. In no case shall any procedure in connection with clarification and interpretation of Tender Documents give the right to Tenderers to claim an extension of the time set for submitting Tenders.

### **5. Quantities**

The quantities of the works to be carried out under this Contract are given in the Tender Documents and measured in accordance with Principles of Measurement (International) for Works of Construction (June 1979) issued by The Royal Institution of Chartered Surveyors, 12 Great George Street, London SW1P 3AD, UK and amended to suit local conditions and practice.

The quantities inserted against items in the Bills of Quantities are estimated quantities for the works for the purpose of Tender evaluation, and the Tenderer shall be deemed to have checked and verified such quantities in the compilation of his Tender price prior to the submission of his tender. Upon the award of the contract, the priced bills of quantities shall be used solely for evaluating interim payments due to the Contractor, and as a schedule of rates for establishing the value of variations.

### **6. Pricing**

All items in the Tender Documents shall be priced and extended in ink. Any alteration in prices shall be initialled by the person signing the Tender.

The rates and prices set down by the Tenderer against the items in the Tender Documents shall be for the full inclusive value of the finished work described there under and shall include for profit and all obligations and liabilities of every kind arising under the Contract.

Each item in the Tender Documents shall be priced. If any item is left non-priced, it shall be deemed that the cost of the work described there under is allowed for elsewhere in the Tender Documents.

## **7. Fixed Price**

This Contract is a **Fixed Price Lump Sum Contract** and Tenderer shall include for all fluctuations that may occur during the Contract Period.

## **8. Qualifications**

The Tender shall be submitted solely on the basis of the Tender Documents and shall be free of any qualifications. Should the Tenderer wish to submit an alternative tenders to the Employer for consideration, such Tender shall be additional to and completely separate from this Tender.

## **9. Alternative Tenders**

Alternative Tenders based on specifications that are different from the Specification included in the Tender Documents shall be considered provided that a Tender, fully complying with the conditions laid down in the Tender Documents, is also submitted. The Tenderer shall give full details of such alternative specifications together with the effect, if any, on the Tender Sum. The Employer shall be free to accept whichever Tender he may select.

Alternative Tender shall be submitted in the manner stated in Clause 14 and 16 of these Instructions to Tenderers and be endorsed "Alternative No. 1".

## **10. Expenses of Tender**

The Employer shall not be responsible for, nor pay any expenses, which may be incurred by any Tenderer in the preparation and submission of his Tender.

## **11. Documents to be Confidential**

All documents issued and information given to the Tenderer shall be treated as confidential.

## **12. Currency**

The currency of the Contract will be the United Arab Emirates Dirham (AED).

## **13. Language**

Tender Documents are prepared in the English language. All correspondences during Tender stage, Award of Contract and Execution of Contract shall be in the English language.

## **14. Tender documents to be submitted**

The Tenderer shall submit the complete set of original Tender Documents, together with two copies of the completed Form of Tender and one copy of priced Volume II - Bills of Quantities, which shall be clearly marked "COPY". In the event of any discrepancy, the information entered in the original shall take precedence. Also, a copy of each Addendum issued by the Engineer, if any, which shall be endorsed by the Tenderer, shall be included in the submission.

The Tenderer shall complete the whole of the Tender Documents and shall sign and date the documents in the spaces provided.

The Tender and Appendix to Tender are to be completed in English.

Every page of the “original” Tender Documentation shall be stamped with the company stamp and initialled by the person signing the Tender. The Employer reserves the right to instruct the successful Tenderer to stamp and initial every page prior to the formal award of the Contract.

The Tender shall be signed by the principal of the firm, or by a person properly authorised for the purpose, and the registered name and address of the Tenderer shall be printed in block capitals in the space provided.

The Tenderer shall submit with his formal Tender a copy of the Power of Attorney to show evidence that the person or persons signing and initialling the Tender is / are authorised to bind the Tenderer fully and completely in such a Tender.

The following documents shall be submitted by the Tenderer along with his Tender:

- A. Methodology Statement – an outline statement of the methods proposed for the construction of the Works.
- B. Construction Programme – a detailed programme, in bar chart or network form, showing the sequence of initial construction and completion date(s) for the Works or parts thereof. Contractor also must make a note of the Ramadan working times, Summer holidays around the world, any other similar risks which would affect the project program.
- C. Plant Schedule – a list of the major items of plant or equipment to be used on the Works, together with numbers, types and capacities. Any additional equipment requires a separate approval following a risk assessment.
- D. Resources (manpower, equipment, etc.) upon which the Construction Programme is based.
- E. Organisation Chart – a chart showing the proposed site staff and management organisation for the work and numbers of supervisors and labour including the CV's of all key personal.
- F. Schedule of Sub-contractors and Suppliers – a list of proposed sub-contractors and suppliers including local firms, with particulars of the work that shall be undertaken by them.
- G. Schedule of Material Sources – the proposed sources of local naturally occurring materials and aggregates.
- H. Health, Safety and Environment – a health and safety policy statement in related to the execution of the Works.
- I. The Tenderer's Trade License – a copy of valid trade license.
- J. The Confirmation of Site Visit – a form in Section 8 of Volume I duly completed, dated and signed by the person(s) who signed the Form of Tender.
- K. List of Tender Addendum – a schedule of all Tender Addendums received shall be completed by the Tenderer and shall be included in his submission, in order to confirm that all Tender Addendums issued have been taken into consideration, copies of each Tender Addendum shall be attached hereto.
- L. Schedule of Submittals (reflected in the Construction Programme).
- M. Other Documents: any other documentation required to clarify the submission.

Any failure to provide any or any part of the documents and information described above, may result in the Tender being rejected by the Employer as being invalid without further notice to the Tenderer.

## 15. Tender Bond

The Tenderer shall submit with his Tender a Tender Bond in the form as Section 6 – Specimen Form of Tender Bond, from an approved bank in the UAE. The Bank shall be subject to the approval of the Employer. The amount of the bond shall be 5% (five percent) of the total tender sum as surety against the withdrawal of the Tender before the expiry of the period of validity of Tenders, or otherwise failing to comply with the terms of the Tender.

Should the successful Tenderer fail or refuse to execute the Contract Agreement and/ or fail to furnish the Performance Security satisfactorily within 7 days of the issuance of the Letter of Acceptance, the successful Tenderer shall be considered to have abandoned his Tender and the Tender Bond will be confiscated.

The validity of tender should be 90 days and the successful Tenderer shall extend the validity of the Tender Bond until he provides the Performance Security in accordance with the Conditions of Contract, at which time the Tender Bond shall be returned.

## 16. Delivery of Tender

The Tender shall be submitted in plain envelopes or packages with all joints properly sealed with red sealing wax and shall not be marked with the identity of the Tenderer. The Tender shall be addressed to:

**PURE HEALTH MEDICAL SUPPLIES LLC**  
**3401 Vision Tower**  
**Business Bay,**  
**Dubai, UAE**

The envelopes or packages shall also be endorsed as follows:

Tender for the execution and completion of the:-

**PURE HEALTH OFFICE AT 41<sup>ST</sup> FLOOR, VISION TOWER, DUBAI - UAE –**  
**INTERIOR FITOUT AND MEP WORKS PACKAGE**

The Tender shall be deposited not later than 12:00 noon, on the date defined in the letter of invitation or any granted extension of time.

## 17. Correction of Errors

The rates and prices contained in the Tender Documents shall be examined prior to the awarding of the Contract in order to ascertain that the items are extended correctly at the rates quoted. Should any error be found, the rate shall remain unaltered and the extended amount shall be corrected, and the Tenderer may be requested to confirm the revised Tender Sum. The total amount of the Tender shall be amended accordingly. Any or all corrections necessary may be made without reference to the Tenderer and the revised tender price shall be determined which shall be used for the purpose of comparison with other Tenderers and as a basis for contract award, if any.

Failure by the Employer or the Engineer to discover any error during the checking of the Tender shall not entitle the successful Tenderer (or any other tenderer) to make a claim for payment against the error if it is subsequently discovered.



## **18. Acceptance**

The Employer shall not bind himself to accept the lowest or any Tender and shall not state a reason for the acceptance or rejection of a Tender.

## **19. Return of Tender Bond**

After the Contract has been awarded, the Tender Bond shall be returned by the Employer to the unsuccessful Tenderers, provided that the Bond has not been confiscated.

## **20. Address of the Contractor**

The Tenderer shall state in his Tender the address in U.A.E. to which all correspondence concerning his Tender shall be addressed.

## **21. No alteration to be made to documents**

No alteration, other than filling in all the blanks intended to be filled in, shall be made in any of the documents issued. If any alteration is made and if these instructions are not fully complied with, the Tender shall be rejected.

## **22. Tender Bond - confiscation**

Should the Tender not be completed and submitted as stated in these Instructions to Tenderers, the Employer reserves the right to confiscate the Tender Bond in whole or in part as the circumstances warrant.

## **23. Location of Site**

The Site is located at 41<sup>st</sup> Floor, Vision Tower, Dubai, U.A.E.

## **24. Description of Project**

Scope of Works includes but is not limited to Execution and Completion of the Interior Fitout and MEP Works and remedies any defects therein in accordance with the provisions of the Contract and as per the specified Contract period, **for Pure Health Office at 41<sup>st</sup> Floor, Vision Tower, Dubai - UAE.**

## **25. Conditions of Contract**

The General Conditions of Contract shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (First Edition 1999) issued by the Federation Internationale des Ingenieurs Conseils (FIDIC).

Tenderers are deemed to be in possession of their own copy of the Standard Documents at tender stage and to be fully aware of and to have understood the contents thereof.

A copy of the General Conditions is available for reference at the Office of the Engineer or may be obtained from the office of FIDIC P.O. Box 311, 1215 Geneva 15, Switzerland at a nominal cost, which amount shall borne by the Tenderer.

## 26. Performance Security

The Tenderer is notified that the unconditional and irrecoverable Performance Security, to be provided by the successful Tenderer under the provisions of the Conditions of Contract, shall be from an approved Bank in Dubai and payable to the Employer on first demand and valid and enforceable until the Contractor has executed and completed the Works and remedied any defects.

The Bank shall be subject to the approval of the Employer.

## 27. Contract Insurances

The Tenderer is notified that the contractual insurances, to be provided by the successful Tenderer under the provisions of the Conditions of Contract, shall be from an approved insurance company in the Dubai.

The insurance company and the insurance policies shall be subject to the approval of the Employer.

## 28. Advance Payment

25% of the Accepted Contract Amount

## 29. Trade Licence

The Tenderer must have a valid Trade Licence and be registered with the Dubai Chamber of Commerce and submit documentary evidence confirming the same with his Tender.

## 30. Adjustment Item

The adjustment item, if any, in the Summary of the Bills of Quantities in the Tender Documents shall apply to all items of work, excluding Provisional Sums unless clearly indicated otherwise. **The adjustment shall not be a lump-sum but a percentage of the total tendered sum excluding Provisional Sums or a percentage of the totals for the items indicated.** The adjustment shall be applied to all applicable item rates and sums including any addenda. The Contract shall be signed with the inclusion of the adjusted rates and sums. And the adjusted rates and sums shall be applied to payments, evaluation of variations (including remeasurements) and final account.

## 31. Details of Other Contracts on Site

The existence of other contracts on site is to be ascertained by the Tenderer at the time of Tender submission. Co-ordination between the existing contractor and the successful Tenderer will be required to avoid any conflict in operations including accessibility which would cause harm to each other's property, works and work programmes.

## 32. Not Used

## **SECTION 2**

### **FORM OF TENDER & APPENDIX**

## **FORM OF TENDER**

To: **PURE HEALTH MEDICAL SUPPLIES LLC**  
**3401 Vision Tower, Business Bay,**  
**P.O. Box 283572, Dubai, UAE**

Tender For: **PURE HEALTH OFFICE AT 41<sup>ST</sup> FLOOR AT VISION TOWER, DUBAI - UAE –**  
**INTERIOR FITOUT AND MEP WORKS PACKAGE**

Dear Sir,

1. Having examined the Tender Documents and the matters set out in the Appendix hereto for the execution of the above named Works, and having visited and examined the Site of the Works or caused it to be visited on our behalf by a competent and reliable person and having acquired all requisite information relating thereto as affecting this Tender, we the undersigned, hereby offer to construct, complete and maintain such Works in conformity with the Tender Documents the Contract Price of  
U.A.E. Dirhams...**TWO MILLION FOUR HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED FORTY-TWO ONLY**  
(AED...**2,458,342.00/-**.....) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Appendix forms part of our Tender.
3. We have priced the Bills of Quantities in detail and return them with this Tender together with all the information requested in the Instructions to Tenderers and other Contract Documents.
4. We confirm that we have fully taken into account the Tender Circulars and Bulletins listed below, copies of which are returned with our Tender.  
**Tender Addendum No.01 Dated 13th January 2022    Tender Addendum No.02 Dated 14th January 2022**  
.....  
**Tender Addendum No.03 Dated 18th January 2022**  
.....  
**Post Tender Clarification-1 (Part 1) Dated 7th Feb 2022    Post Tender Clarification-1 (Part 2) Dated 8th Feb 2022**  
.....  
**Post Tender Clarification-1 (Part 3) Dated 10th Feb 2022    Post Tender Clarification-2 Dated 17th Feb 2022**  
.....  
**Post Tender Clarification-3 Dated 22nd Feb 2022    Post Tender Clarification-3 (Part 2) Dated 23rd Feb 2022**  
**Post Tender Clarification-4 Dated 01st March 2022    Post Tender Clarification-5 Dated 09th March 2022**
5. We undertake if our Tender is accepted to commence the Works to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender and confirm that the period(s) stated include all Sundays, Public Holidays, etc. and other non-working days caused by inclement weather, etc., and shortened working hours during the Holy Month of Ramadan.
6. In consideration of the trouble and expense incurred by you in preparing the contract and in examining and considering this Tender, we agree to abide by this Tender for a period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

7. We undertake in the event of this Tender being accepted to enter into an agreement with you in the form annexed hereto which may be altered and added to in such manner as you may require for the purpose of adapting it to the circumstances of this Tender.
8. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this 09TH day of MARCH 2022

Name: UMESH MIRCHANDANI (Signature)

Acting in the capacity of MANAGING DIRECTOR

Duly authorized to sign Tender for and on behalf of

Full Name of Company CONCEPT INTERIORS

Address P.O. BOX: 66020, EMIRATES INDUSTRIAL CITY, SAJJA - SHARJAH

Stamp

Witness

Signature

Name NITESH KAPOOR

Address SHARJAH

**APPENDIX TO FORM OF TENDER**

This Appendix forms part of the Tender, the Conditions of Contract shall be Federation Internationale Des Ingenious - Conseils (FIDIC) Conditions of Contract for Construction, first edition 1999 as amended herein. Contractors are deemed to be in possession of their own copy of this document at tender stage and to be fully aware of and have understood the content therein.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer]

<b><u>Item</u></b>	<b><u>Sub-Clause</u></b>	<b><u>Data</u></b>
Employer's name and address .....	1.1.2.2 & 1.3	PURE HEALTH MEDICAL SUPPLIES LLC 3401 Vision Tower, Business Bay, P.O. Box 283572, Dubai, UAE
Contractor's name and address .....	1.1.2.3 & 1.3	<b><u>CONCEPT INTERIORS</u></b> <b><u>EMIRATES INDUSTRIAL CITY, SAJJA</u></b> <b><u>P.O.BOX: 66020, SHARJAH, U.A.E</u></b>
Engineer's name and address .....	1.1.2.4 & 1.3	PURE HEALTH MEDICAL SUPPLIES LLC 3401 Vision Tower, Business Bay, P.O. Box 283572, Dubai, UAE
Time for Completion of the Works .....	1.1.3.3 .....	90 Days (from Commencement Date) including mobilization
Defects Notification Period.....	1.1.3.7 .....	365 days from date of Taking-Over Certificate
Electronic transmission systems .....	1.3 .....	Email
Governing Law .....	1.4 .....	Applicable Laws of Dubai and Laws of United Arab Emirates (UAE)
Ruling language .....	1.4 .....	English
Language for communications.....	1.4 .....	English

Initials of signatory of Tender \_\_\_\_\_

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Documents forming the Contract listed in the order of priority	1.5	
<u>Documents</u>		<u>Document identification</u>
(a) Contract Agreement		
(b) Letter of Acceptance		
(c) Form of Tender	.....	Volume I – Tender Documents
(d) Particular Conditions	.....	Volume I – Tender Documents
(e) General Conditions	.....	Volume I – Tender Documents
(f) Post Tender Clarifications		
(g) Tender Addenda		
(h) Specifications	.....	Volume III – Tender Documents
(i) Drawings	.....	Volume IV – Tender Documents
(j) Tenant Fit-out Guidelines	.....	Volume V – Tender Documents
(k) Bills of Quantities	.....	Volume II – Tender Documents
Time for access to the Site .....	2.1 .....	as per Building Management
Amount of Performance Security .....	4.2 .....	10% of the Accepted Contract Amount
Normal working hours .....	6.5 .....	As stated in Particular Conditions of Contract
Commencement Date .....	8.1 .....	As stated in Letter of Acceptance
Delay damages for the Works.....	8.7&14.15(b)	AED 13,660.00 per day
Maximum amount of delay damages	8.7 .....	10% of the final Contract Price
Percentage for adjustment of Provisional Sums .....	13.5(b)	.....(*)
Total advance payment.....	14.2 .....	
Number and timing of instalments .....	14.2 .....	As per the milestone payment schedule provided in the Letter of Acceptance (Clause 3)
Currencies and proportions.....	14.2 .....	United Arab Emirates Dirhams
Start repayment of advance payment	14.2(a)	N/A (milestone payments)
Repayment amortisation of advance payment .....	14.2(b).....	N/A (milestone payments)
Percentage of retention.....	14.3 .....	As per the milestone payment schedule provided in the Letter of Acceptance (Clause 3)
Materials intended for the Works.....	14.5.....	N/A (milestone payments)

Initials of signatory of Tender \_\_\_\_\_

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Minimum amount of Interim Payment Certificates .....	14.6.....	Nil
Currency/ currencies of payment .....	14.15(a)&(b)	United Arab Emirates Dirhams
Periods for submission of insurance:		
(a) evidence of insurance.....	18.1 (a).....	Prior to commencement
(b) relevant policies .....	18.1 (b).....	Prior to commencement
Insurance for Works and Contractor's equipment.....	18.2.....	120% of the value of Works (No exclusion)
Maximum amount of deductibles for insurance of the Employer's risks .....	18.2(d).....	Nil
Minimum amount of third party insurance.....	18.3 .....	AED 3,000,000.00

Initials of signatory of Tender \_\_\_\_\_

\*To be filled in by the Tenderer



### **SECTION 3**

## **CONTRACT AGREEMENT & APPENDIX**

**CONTRACT AGREEMENT**

**This Agreement** made the ..... **07TH** ..... day of ..... **APRIL** ..... 2022

Between

**PURE HEALTH MEDICAL SUPPLIES LLC**  
**3401 Vision Tower, Business Bay,**  
**P.O. Box 283572, Dubai, UAE**

(hereinafter called the "Employer") of the one part

and

**Concept Interiors at P.O. Box 66020, Sharjah, UAE**  
(hereinafter called the "Contractor") of the other part.

**Whereas** the Employer desires that the Works known as **Pure Health Office at 41<sup>st</sup> Floor, Vision Tower, Dubai - UAE – Interior Fitout and MEP Works Package** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The Employer will pay to the Contractor the sum of  
  
AED 2,458,342.000 (in numbers)  
AED Two Million Four Hundred Fifty-Eight Thousand Three Hundred Forty-Two Only (in words)  
(hereinafter referred to as the "Contract Price") or such other sum as shall become payable under the Contract, in accordance with the milestone payment schedule provided in the Letter of Acceptance ref. no. PH/CD/1/22 dated 10<sup>th</sup> March 2022 (Clause 3)
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) The Contract Agreement;
  - b) The Letter of Acceptance;
  - c) The Form of Tender;
  - d) The Particular Conditions;
  - e) The General Conditions;
  - f) The Post Tender Clarifications;
  - g) The Tender Addenda;
  - h) The Specifications;
  - i) The Drawings;
  - j) The Tenant Fit-out Guidelines;
  - k) The Bills of Quantities

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects or omissions therein, in conformity with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed above.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first above written.

Duly authorized to sign this Contract  
for and on behalf of the Employer:-

Signature: .....  
Name : .....  
Position: .....

In the presence of:-

Signature: .....  
Name: .....  
Address: .....  
Occupation: .....  
Stamp:

Duly authorized to sign this Contract  
for and on behalf of the Contractor:-

Signature: .....  
Name : **UMESH MIRCHANDANI** .....  
Position: **MANAGING DIRECTOR** .....

In the presence of:-

Signature: .....  
Name: **NITESH KAPOOR** .....  
Address: **SHARJAH** .....  
Occupation: **PROJECT MANAGER** .....  
Stamp:

**APPENDIX TO CONTRACT AGREEMENT**

This Appendix forms part of the Contract, the Conditions of Contract shall be Federation Internationale Des Ingenious - Conseils (FIDIC) Conditions of Contract for Construction, first edition 1999 as amended herein. Contractors are deemed to be in possession of their own copy of this document at tender stage and to be fully aware of and have understood the content therein.

<b><u>Item</u></b>	<b><u>Sub-Clause</u></b>	<b><u>Data</u></b>
Employer's name and address .....	1.1.2.2 & 1.3	PURE HEALTH MEDICAL SUPPLIES LLC 3401 Vision Tower, Business Bay, P.O. Box 283572, Dubai, UAE
Contractor's name and address .....	1.1.2.3 & 1.3	Concept Interiors P.O. Box 66020, Sharjah, UAE
Engineer's name and address .....	1.1.2.4 & 1.3	PURE HEALTH MEDICAL SUPPLIES LLC 3401 Vision Tower, Business Bay, P.O. Box 283572, Dubai, UAE
Time for Completion of the Works .....	1.1.3.3 .....	90 Days (from Commencement Date) including mobilization
Defects Notification Period.....	1.1.3.7 .....	365 days from date of Taking-Over Certificate
Electronic transmission systems .....	1.3 .....	Email
Governing Law .....	1.4 .....	Applicable Laws of Dubai and Laws of United Arab Emirates (UAE)
Ruling language .....	1.4 .....	English
Language for communications .....	1.4 .....	English

Initials of signatory of Tender \_\_\_\_\_

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Documents forming the Contract listed in the order of priority	1.5	
<u>Documents</u>		<u>Document identification</u>
(a) Contract Agreement		
(b) Letter of Acceptance		
(c) Form of Tender	.....	Volume I – Contract Documents
(d) Particular Conditions	.....	Volume I – Contract Documents
(e) General Conditions	.....	Volume I – Contract Documents
(f) Post Tender Clarifications		
(g) Tender Addenda		
(h) Specifications	.....	Volume III – Contract Documents
(i) Drawings	.....	Volume IV – Contract Documents
(j) Tenant Fit-out Guidelines	.....	Volume V – Contract Documents
(k) Bills of Quantities	.....	Volume II – Contract Documents
Time for access to the Site .....	2.1 .....	as per Building Management
Amount of Performance Security .....	4.2 .....	10% of the Accepted Contract Amount
Normal working hours .....	6.5 .....	As stated in Particular Conditions of Contract
Commencement Date .....	8.1 .....	As stated in Letter of Acceptance
Delay damages for the Works.....	8.7&14.15(b)	AED 13,660.00 per day
Maximum amount of delay damages	8.7 .....	10% of the final Contract Price
Percentage for adjustment of Provisional Sums .....	13.5(b)	.....(*)
Total advance payment.....	14.2 .....	
Number and timing of instalments .....	14.2 .....	As per the milestone payment schedule provided in the Letter of Acceptance (Clause 3)
Currencies and proportions.....	14.2 .....	United Arab Emirates Dirhams
Start repayment of advance payment	14.2(a)	N/A (milestone payments)
Repayment amortisation of advance payment .....	14.2(b).....	N/A (milestone payments)
Percentage of retention.....	14.3 .....	As per the milestone payment schedule provided in the Letter of Acceptance (Clause 3)
Materials intended for the Works.....	14.5.....	N/A (milestone payments)

Initials of signatory of Tender \_\_\_\_\_

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Minimum amount of Interim Payment Certificates .....	14.6.....	Nil
Currency/ currencies of payment .....	14.15(a)&(b)	United Arab Emirates Dirhams
Periods for submission of insurance:		
(a) evidence of insurance.....	18.1 (a).....	Prior to commencement
(b) relevant policies .....	18.1 (b).....	Prior to commencement
Insurance for Works and Contractor's equipment.....	18.2.....	120% of the value of Works (No exclusion)
Maximum amount of deductibles for insurance of the Employer's risks .....	18.2(d).....	Nil
Minimum amount of third party insurance.....	18.3 .....	AED 3,000,000.00

Initials of signatory of Tender \_\_\_\_\_

\*To be filled in by the Tenderer

## **SECTION 4**

### **CONDITIONS OF CONTRACT (PART I) – GENERAL CONDITIONS**

## **Part I**

### **Conditions of Contract – General Conditions**

The General Conditions of Contract shall be the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (First Edition 1999) prepared by Federation Internationale Des Ingenieurs-Conseils (FIDIC), and amended or supplemented by Conditions of Particular Application (Part II of Conditions of Contract).

All provisions of all Clauses not specifically amended herein shall remain in full force and effect.

The clauses of the Particular Conditions of Contract (Part II) shall take precedence over the clauses of the General Conditions of Contract (Part I).

Tenderers are deemed to be in possession of their own copy of the Standard Documents at tender stage and to be fully aware of and to have understood the contents thereof.

A copy of the General Conditions is available for reference at the Office of the Project Manager or may be obtained from the office of FIDIC P.O. Box 311, 1215 Geneva 15, Switzerland at a nominal cost which amount shall be borne by the Tenderer.

End of Section



## **SECTION 5**

### **CONDITIONS OF CONTRACT (PART II) – PARTICULAR CONDITIONS**

## **Part II**

### **Conditions of Contract – Particular Conditions**

These are the Particular Conditions referred to in the Contract Agreement. These Particular Conditions amend the General Conditions included in the Form of Contract First Edition, 1999 published by the Federation Internationale des Ingenieurs-Conseils. In these Particular Conditions, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions. Sub-Clause numbers set out below refer to the corresponding Sub-Clauses in the General Conditions.

**The following Particular Conditions supplement, amend and, in the case of any conflict, take precedence over the General Conditions.**

#### **CLAUSE 1: GENERAL PROVISIONS**

##### **1.1 - Definitions**

**Sub-Clause 1.1.2.9      DAB**

Delete the definition of “DAB” in its entirety, and any further reference to DAB in the remainder of the Contract shall be deleted.

**Sub-Clause 1.1.4.6      Foreign Currency**

Delete this Sub-Clause.

**Sub-Clause 1.1.6.1      Contractor’s Documents**

Insert after the word “nature” in line 3, the words “(including documents created on disks, diskettes, tapes or other electronically readable media)”.

**Sub-Clause 1.1.6.3      Employer’s Equipment**

Delete this Sub-Clause.

**Sub-Clause 1.3          Communications**

Delete section (a) of Sub Clause 1.3 and replace with the below:

- (a)      In writing and delivered by hand (against receipt), sent by mail or courier; and

Notwithstanding the foregoing, in the event of an emergency which, in Employer’s reasonable opinion, endangers life or property in connection with the performance of the Works, Contractor shall upon Employer’s oral instruction commence such emergency works as directed by Employer and Employer shall issue written instructions confirming the same as soon as practicable.

Insert after the word “notices” in line 2, the words “instructions, permissions”.

Insert new sub-paragraphs after (b):

- (c)      Electronic communications shall use:  
(i)      Microsoft Windows compatible software for the general preparation and transmission of documents.

- (ii) AutoCAD [dwg Files] compatible software for the preparation and transmission of drawings.
- (iii) Primavera [P3 Files] compatible software for the preparation and transmission of the work programme.

#### **Sub-Clause 1.4 Law and Language**

Delete Sub-Clause 1.4 and replace with:

The Contract shall be governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates.

If there are versions of any part of the Contract which are written in more than one language, the version in the English language shall prevail.

The language for communications shall be English.

Notwithstanding the foregoing, the Contractor shall (i) adhere to any Laws and regulations of the Emirate or the Employer requiring the submission of the certain documents in Arabic and (ii) arrange, at the Contractor's own expense, for such translations from English to Arabic and Arabic to English as may be required to facilitate the performance of the Works.

#### **Sub-Clause 1.5 Priority of Documents**

Delete this Sub-Clause.

The documents forming the Contract are to be taken as mutually explanatory, complementary and additive, not alternative of one another, the priority of documents shall be in accordance with the sequence as listed in the Appendix provided however; a requirement in any one document shall be deemed to be a requirement under all documents forming the Contract and is deemed included in the Contract Price, and if the Contract provides within the documents differing standards of quality, performance, product, material, workmanship of finish, then; those of the highest standards shall apply unless the Employer agrees otherwise.

In the event that the Contractor become aware of any ambiguity, conflict or inconsistency between or within the documents forming the Contract (including between any codes conventions, standards, or guidelines referenced in the Contract), the Contractor shall notify the Employer promptly following such discovery. Upon which the Employer within reasonable time, shall issue to the Contractor and instruction that shall (at the Employer's sole direction) resolve the ambiguity, conflict or inconsistency.

The Contractor shall comply with Employer's instructions issued under the immediately preceding paragraph without, by reason of such compliance, becoming entitled to any extension of time, any Variation, any additional payment, or any relief whatsoever.

**Sub-Clause 1.7**

**Assignment**

Delete this Sub-Clause and replace with:

Except as provided under Sub-clause 4.4 [Subcontractors], Contractor shall not assign or transfer all or any of its rights or obligations under this Contract, nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor, directly or indirectly, without the prior consent in writing of Employer. Employer shall not be liable to Contractor in any manner for refusing approval for any such proposed assignment or transfer. Any attempt by the Contractor to assign or transfer its rights, obligations or interest under the Contract without compliance with this Sub-Clause 1.7 [*Assignment*] shall be void and without effect. Notwithstanding assignment or transfer to which Employer has given consent, Contractor shall be and remain solely responsible for the quality and proper execution of Works, shall remain responsible for the performance of assignee or transferee and shall remain liable for any breach of this Contract.

Employer shall have the right to freely assign its rights and/or obligations under this Contract. In such cases Employer shall inform Contractor at the time of such assignment. Without prejudice to the generality of the foregoing, the Employer may assign its rights and obligations under the Contract to any Lender by notice in writing the Contractor at any time without the requirement for the Contractor's consent and the Contractor shall enter into such further documentation as may be required to effect such assignment provided that no such assignment shall alter any other terms of the Contract.

Employer shall also have the right, at any time on or after the Commencement Date, to novate the Contractor contracts or purchase orders entered into by Employer with third parties for provision of services and materials in connection with the Works (if any). Contractor shall enter into such further documentation per the terms agreed by the Employer as may be required to effect such novation.

**Sub-Clause 1.8**

**Care and Supply of Documents**

In the third paragraph, replace the words "a copy" by "two copies in good condition plus an electronic copy".

**Sub-Clause 1.9**

**Delayed Drawings or Instructions**

In the first line, add the words "a minimum of 7 days" before the word "notice".

**Sub-Clause 1.10**

**Employer's Use of Contractor's Documents**

In (c), delete the words "on the site and other places as envisaged by the Contract".

**Sub-Clause 1.12      Confidential Details**

Insert new paragraph at the end of this Sub-Clause:

Both parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with the applicable Laws. The Contractor shall not publish, permit to be published, or disclose any details of the Works in any trade or technical paper without the previous agreement of the Employer.

**Sub-Clause 1.13      Compliance with Laws**

Insert an additional sub-paragraph (c):

- (c) A copy of the Contractor's **"Membership Registration Certificate"** issued by **United Arab Emirates Chamber of Commerce and Industry**, and **"Trade License"** issued by **Trading License Management in Dubai Economic Department** shall be submitted to the Employer prior to the first submission in accordance with Sub-Clause 14.3 [*Application for Interim Payment Certificates*].

**CLAUSE 2: THE EMPLOYER**

**Sub-Clause 2.1      Right of Access to the Site**

Insert new paragraph at the end of this Sub-Clause:

Use of the Site shall confer on the Contractor a right to only such use and control of the Site as is necessary to enable the Contractor to carry out the works, and shall be subject to any restrictions or other matters set out in the Contract or as may be notified by the Employer from time to time. The Contractor shall not have exclusive use of the Site and may be required to share use of the Site with others.

The Contractor shall ensure that all operations related to the Works including loading and off loading are restricted within of confines of the project and the contractor shall execute such works and carry his operations without impacting the adjacent facility.

**Sub-Clause 2.2      Permits, Licenses or Approvals**

Delete Sub-Clause 2.2 and replace with:

The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor for applications for any permits, licenses or approvals required either to commence or complete the works or which the Contractor is required to obtain under Sub clause 1.13 [*Compliance with Laws*], This assistance shall be limited to provision by Employer of necessary letters of assistance to the relevant Government Authority provided that the Contractor shall be liable for all costs incurred by the Employer in complying with the Contractor's requests pursuant to this Sub-Clause 2.2 [*Permits, Licenses or Approvals*].

Notwithstanding the above, the Contractor shall have sole responsibility to acquire all the permits, NOCs, licenses, approvals, or clearance certificates on the times necessary to achieve compliance with the project commencement and completion dates and the Programme including secure the project with permanent utilities' connections. The project shall not be considered as substantially complete unless the building completion certificate is obtained from the authorities and all permanent utilities are connected and commissioned to the Employer's satisfaction.

The Contractor shall be fully responsible for obtaining, on his own expense, at the appropriate time, all temporary works permits and temporary access permits necessary to commence and execute the Works in accordance with the Contract and the Laws of Dubai. The Contractor is responsible for obtaining and producing the necessary design and technical documentation required above and shall fully coordinate all relevant activities with the Employer and all relevant authorities to ensure structured and timely applications.

The Contractor shall be responsible for liaising with all authorities and to manage their inspections, if any, necessary for receiving the building permit and completion certificate.

**Sub-Clause 2.4      Employer's Financial Arrangements**

Delete this Sub-Clause.

**Sub-Clause 2.5      Employer's Claims**

Delete Sub-Clause 2.5 and replace with:

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, the Employer shall so advise the Contractor giving particulars thereof. Employer shall have the right to deduct any such amounts from payments due to the Contractor.

Without prejudice to the generality of the foregoing, Employer may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to Contractor amounts sufficient to cover the full costs of any of the following:

- a. Contractor failure to comply with any material provision of this Contract or Contractor's acts or omissions in the performance of any part of this Contract, including, but not limited to, violation of any applicable Law, including those regarding safety, hazardous wastes of materials or environmental requirements;
- b. Correction of defective or non-conforming work by redesign, repair, rework, replacement or other appropriate means when Contractor states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or
- c. Employer agrees to or is required to take action or perform work or rework for Contractor, such as cleanup, off-loading or completion of incomplete work.

Employer may also backcharge Contractor for work done or cost incurred by Employer to remedy these or any other Contractor defaults, errors, omissions or failures to perform or observe any part of this Contract.

The backcharge notice may request Contractor's concurrence for Employer to proceed with the required action or work. Contractor's failure to concur shall not impair Employer's right to proceed with the action or work under this or any other provision of this contract.

Employer may separately invoice Contractor for backcharges, or may provide written notice to Contractor of its intention to withhold such sums from payment otherwise due to the Contractor and may thereafter withhold such sums in accordance with the notice. Employer's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or at Law.

The performance of backcharge work by Employer shall not relieve Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specifies standards for quality, contractual liabilities and indemnifications, and meeting project completion date.

### **CLAUSE 3: THE ENGINEER**

#### **Sub-Clause 3.1**

#### **Engineer's Duties and Authority**

Add the following paragraphs at the end of this Sub-Clause:

The Engineer will not be responsible for the Contractor's failure to perform any of its duties, obligations or responsibilities under the Contract. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, the Contractor's Personnel or any other persons or entities performing portions of the Works.

The approval of the Employer is required before the Engineer may:

- (i) Award the Contractor any extension of time in accordance with Sub-Clause 8.4 [*Extension of Time for Completion*].
- (ii) Make any Variation to the Works in accordance with Clause 13 [*Variations and Adjustments*] where such Variation would affect the Contract Price.
- (iii) Issue determinations in accordance with Sub-clause 3.5 [*Determination*].
- (iv) Issue the Performance Certificate for the Works in accordance with Sub-Clause 11.9 [*Performance Certificate*].

#### **Sub-Clause 3.3**

#### **Instructions of the Engineer**

Delete item (a), (b) and (c) of Sub-Clause 3.3 and replace with:

All instructions from the Engineer to the Contractor shall be in writing. Verbal instructions have no basis under the Contract except for matters relating to safety which will be confirmed by the Engineer within seven (7) days of the verbal instruction in writing.

Except as provided above, all actions taken by Contractor on the basis of verbal instructions are entirely at Contractor's risk.

**Sub-Clause 3.4                      Replacement of the Engineer**

Delete Sub-Clause 3.4 and replace with:

If the Employer intends to replace any of the Engineer, the Employer shall serve the Contractor seven (7) days' notice notifying him of the intended replacement; the Contractor has no right to object on such replacement nor shall such Replacement be the base for Contractor's claims under clause 20.1 [*Contractor's Claims*].

**Sub-Clause 3.6                      Management Meetings**

Insert new Sub-Clause:

The Engineer or the Contractor's Representative may require the other to attend management meetings in order to review issues in respect of the Works and/or the arrangements for future work. The Engineer shall record the discussions of such meetings and supply copies of this record to those attending the meeting and to the Employer.

**CLAUSE 4: THE CONTRACTOR**

**Sub-Clause 4.1                      Contractor's General Obligations**

Add the following paragraph at the end of Sub-Clause 4.1:

The Contractor shall review and verify the Contract documents and give prompt notice to the Engineer, with a copy to the Employer, within the Tender period, of any error, omission, fault or other defect in the design, specifications or the Tender documents for the Works, which he discovers when reviewing or verifying the documents or which he could have discovered as an experienced Contractor. Failure to do so will disallow the Contractor from submitting any claim for time extension in respect to the errors or discrepancies found in the Contract Documents.

The contractor shall be responsible for coordination with other contractors employed by the Employer at any stage of the execution of the works. Prior to and during the execution of the works.

Notwithstanding any provision to the contrary in the Contract, the Contractor shall be responsible for executing any part or aspect of the Works not expressly detailed in the documents furnished to the Contractor or not specified in the Contract, but which are necessary for the proper execution and completion of the Works in accordance with the provisions of the Contract, local and internationally accepted economic and demographic construction practices and to ensure the Works are fit for the purpose for which they are intended, such works shall be performed by the Contractor and are deemed to be included in, and to form part of, the Works to be executed under the Contract.



**Sub-Clause 4.2                      Performance Security**

Delete the second sentence of the second paragraph and replace by the following:

The Performance Security shall be in the form of a bank guarantee, it shall be issued by a bank located in **Dubai**. The Performance Security shall be irrevocable, unconditional and automatically renewable and in the form annexed to the Particular Conditions or as may be directed by the Employer.

**Sub-Clause 4.3                      Contractor's Representative**

Insert an additional paragraph at the end of this Sub-Clause:

The Contractor shall within 14 days of the acceptance of the Tender by the Employer, notify the Employer and the Engineer of the registered address of his office in **Dubai** to which he requires notices to be served. The Contractor's Representative shall be based in **United Arab Emirates**.

**Sub-Clause 4.4                      Subcontractors**

Add to the end of the first paragraph the words "and shall only be permitted to subcontract parts of the Works where the scope of the subcontract and the identity of the Subcontractor have been defined in the Tender and subsequently approved by the Engineer".

**Sub-Clause 4.6                      Co-operation**

Insert after the words "public authorities" in sub-paragraph (c) of the first paragraph the words "or public utility service providers,"

Insert at the end of the first paragraph the words "Where there is an interface between the Works and work to be done by other contractors, the Contractor shall make the necessary surveys of the work done by the other contractors and shall adjust the design of the Works as required to properly complete the interface".

Delete the second paragraph and replace by the following:

Any such instruction, save insofar as it concerns any safety issue for which the Contractor is responsible, shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost (In this regard it is agreed that the Contractor could reasonably foresee the activities of the Employer's personnel, other contractors and personnel of public authorities or public utility service providers, referred to in the Contract Documents). Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

In execution of the Works the Contractor shall:

- (a) Permit and facilitate the execution of Related Works on Site by other parties.
- (b) Fully and actively cooperate with all parties undertaking Related Work and jointly with them prepare coordination drawings taking account of such Related Work.

- (c) Where necessary or where directed by the Employer arrange and/or attend meetings with parties undertaking Related Work and use his best endeavours to ensure that no interruption or interference is caused by or to any such parties.
- (d) Satisfy itself in adequate time before commencing any part of the Works as to the position, dimensions and suitability of any previous Related Work forming part of the Project which might in any way affect the Works and advise the Employer in writing if such previous Related Work is out of position, wrongly dimensioned or in any other way unsuitable, so as to minimize any resultant interruption or interference.

In the event that the Contractor and any other parties undertaking Related Work cannot, by all reasonable means, reach agreement on the activities to be coordinated and access for the construction of the Works and/or the Related Works, the Engineer shall be entitled to instruct the Contractor (and/or any other parties undertaking Related Work) as to the interface between the Works and the Related Work. Such instructions and activities shall not be construed as a Variation or form a basis for a claim for additional time or money.

In the event that the Engineer instructs the Contractor to undertake additional work, then such additional work may be treated as a Variation in accordance with Clause 13 [*Variations*].

#### **Sub-Clause 4.9**

#### **Quality Assurance**

Delete the content of this Sub-Clause and replace by the following:

The Contractor shall institute a quality system to demonstrate compliance with the requirements of the Contract. The organization and management of quality assurance/quality control procedures and the responsibility for their implementation shall be set out in a written quality programme (including full quality plans and manuals) which the Contractor shall submit to the Engineer within 28 days from the date of the Letter of Acceptance. The programme shall be such as to demonstrate compliance with all the requirements of the Contract and shall cover all aspects and phases of the Works from design through procurement and construction to testing and remedying of defects. The Contractor shall ensure that all his designers, employees, consultants, subcontractors and suppliers and all others providing work, services or goods for the Works are familiar with the quality programme and comply with it. Compliance with the quality system and the quality assurance/quality control programmes shall not relieve the Contractor from any of his duties, obligations or responsibilities under the Contract. The Employer reserves the right to audit any aspect of the system.

**Sub-Clause 4.14      Avoidance of Interference**

Add before the final paragraph the words “The Contractor shall cooperate with the relevant authorities including without limitation, the Dubai Municipality, Dubai Road Transportation Authority and Department of Civil Aviation to accomplish the foregoing”.

**Sub-Clause 4.18      Protection of the Environment**

Add the following paragraph at the end of this Sub-Clause:  
Without prejudice to the generality of the foregoing, the Contractor shall ensure that in the performance of the Works, he complies fully with any specific requirements relating to protection of the environment imposed by the Employer or by any controlling authority, and shall indemnify the Employer against any and all claims for environmental damage arising out of the performance of the Works.”

**Sub-Clause 4.21      Progress Reports**

Insert two new sub-paragraphs after sub-paragraph (h):

- (i) cost reporting in a format which shall be submitted by the Contractor for the Engineer’s review, including but not limited to projected cash flow, status of Variations and forecast Final Account.
- (j) a diary recording weather and sea conditions (if applicable) and major events on site.

**Sub-Clause 4.23      Contractor’s Operations on Site**

Add to the second paragraph the words “Should at any time after due and reasonable written warning from the Engineer, the Site not be kept clear, the Employer may arrange for clearing of the Site to be carried out by others and deduct the cost thereof from monies due or becoming due to the Contractor or recover the same as a debt due from the Contractor”.

In the third paragraph, replace the words “Upon the issue of a Taking-Over Certificate” by the words “Prior to the issue of a Taking-Over Certificate”.

**Sub-Clause 4.24      Fossils**

Insert a new paragraph after the first paragraph:

If at any time during the execution of the Works or in the course of remedying any defects therein the Contractor shall find on the Site any natural physical thing (whether animal, vegetable or mineral) which is protected by the Laws of the Country the Contractor shall take all practical steps to avoid damage or disturbance to such thing and shall comply with any requirements of the Laws relating to it.

**Sub-Clause 4.25      Public Authorities**

Insert new Sub-Clause 4.25 as follows:

The Contractor shall establish all the requirements of the Public Authorities and ensure these requirements are incorporated into the required documentation. The Contractor shall produce and obtain all the necessary documentation making sure that correct and comprehensive application are made to the Public Authorities. This documentation shall reflect the requirements of all Public Authorities which shall be clearly determined by the Contractor early and sufficient time with regard to the statutory periods for their examination by public authorities. The documentation shall be presented in the correct manner and issued in accordance with the permitting programme referred to above, or otherwise determined by the Engineer.

The Contractor shall arrange, manage and coordinate all formal and informal public inspections required to ensure the structured and timely issuance of the Completion Permit in accordance with the Contract.

**CLAUSE 6: STAFF AND LABOUR**

**Sub-Clause 6.5      Working Hours**

Delete Sub-Clause 6.5 and replace with:

Working hours shall be in accordance with the relevant Laws applicable to the Works unless 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. In addition, the Contractor shall comply with the directives of public authorities with jurisdiction over the Site who may at times request that working hours be reduced or performance of Works be suspended due to religious holidays or summer working. As a result of these directives neither the Contract Price shall be adjusted nor shall the Time for Completion for the Works or any Section be extended.

Any work proposed to be carried out during the normal days beyond 8 hours and Sundays and public holidays shall be subject to consent of the Engineer. The consent for working beyond 8 hours may be given by the Engineer upon the Contractor undertaking to bear the cost of overtime supervision, which shall be obtained in advance of the work scheduled for overtime working.

**Sub-Clause 6.7                      Health & Safety**

Add to the end of the first paragraph the words “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 the local medical or sanitary authorities, for the purpose of dealing with and overcoming same”.

**Sub-Clause 6.10                      Records of Contractor’s Personnel and Equipment**

Replace the second sentence by the words “Details shall be submitted each week, in a form approved by the Engineer, 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”.

**Sub-Clause 6.11                      Disorderly Conduct**

Add the following paragraph at the end of this Sub-Clause:

The Contractor shall forthwith remove from the Site any of the Contractor’s Personnel whose conduct, in the reasonable opinion of the Engineer, is unacceptable.

**Sub-Clause 6.12                      Supply of Water**

Insert new Sub-Clause:

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on Site an adequate supply of drinking and other water for use of his staff and labour.

**Sub-Clause 6.13                      Alcoholic Liquor or Drugs**

Insert new Sub-Clause:

The Contractor shall not, otherwise than in accordance with the Law, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his subcontractors, agents, staff or labour.

**Sub-Clause 6.14                      Festivals and Religious Customs**

Insert new Sub-Clause:

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.

## CLAUSE 7: PLANT, MATERIALS AND WORKMANSHIP

### Sub-Clause 7.1      **Manner of Execution**

Insert at the beginning of the first sentence the words “Without limiting his responsibilities under Sub-Clause 4.1 [*Contractor’s General Obligations*]”.

## CLAUSE 8: COMMENCEMENT, DELAYS AND SUSPENSION

### Sub-Clause 8.1      **Commencement of Works**

Delete this Sub-Clause and replace with:

The Commencement Date shall be as per the date of the Letter of Acceptance (10<sup>th</sup> March 2022) or date of the Government approvals, Building Permit and Fitout Permit, whichever is later.

### Sub-Clause 8.2      **Time for Completion**

Delete Sub-Clause 8.2 and replace with:

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be) 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*].

For the avoidance of any doubt, the conditions precedent for the Contractor to fulfil the requirements for achieving completion of the Works or Section for the purposes of taking over under Sub-Clause 10.1 [*Taking Over of the Works and Sections*] shall include apart from (a) and (b) above the requirements following:

- (i) Submittal to and approval by the Engineer of all record documents as specified required by the Employer including as-built drawings, operation and maintenance manuals, as-built specifications, list of vendors and warranties.
- (ii) The Contractor has obtained all approvals and clearances from the authorities necessary for project completion and the site is connected to permanent utilities.
- (iii) The Contractor has completed all snags and defects notified by the Engineer deem at his sole discretion necessary for project completion.
- (iv) The Site has been vacated and cleaned-up in accordance with the requirements of this Contract.

**Sub-Clause 8.3**

**Programme**

Replace the first sentence by the words “The Contractor shall submit a detailed time programme to the Engineer within 14 days from the date of the Letter of Acceptance; such programme shall be in Primavera, and shall be in substantial conformity with the milestones included in instructions to Tenderers”.

Insert after the word “whenever” in the second sentence the words “the Employer grants an extension of time under Sub-Clause 8.4 [*Extension of Time for Completion*] and whenever”.

Insert the following paragraph at the end of this Sub-Clause:  
No programme submitted by the Contractor shall be treated as an application to the Engineer for any information, instruction, or suchlike whatsoever.

At the end of Sub-Clause 8.3, add:

- (e) Programme must be of sufficient details to the satisfaction of the Engineer;
- (f) Programme must be a Critical Path Method (CPM) network, developed using the latest version of Primavera Project Planner P6, and loaded with all required resources;
- (g) Programme must have a proper coding system;
- (h) The Contractor must submit a detailed and reasonable cash flow;
- (i) The Contractor must submit bi-weekly updates showing Progress of Works and percentages of completion.

**Sub-Clause 8.4**

**Extension of Time for Completion**

Delete sub-paragraph (e) and replace by the following:

- (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 shall have no entitlement to an extension of time for any delay or disruption to the Works caused by any third party save insofar as Sub-Clause 8.5 [*Delays Caused by Authorities*] is applicable to any such third party.

Insert the following paragraph at the end of this Sub-Clause:

Notwithstanding the foregoing, the entitlement of the Contractor to an extension of time shall be subject to the following:

- (i) the Contractor has made reasonable and proper efforts to mitigate such delay;
- (ii) the Contractor shall not be entitled to a separate extension of time for each one of several causes of delay running concurrently;
- (iii) any such delay which is concurrent with another delay for which the Contractor is responsible shall not be taken into account; and
- (iv) the Contractor has complied with Sub-Clause 20.1 [*Contractor’s Claims*].

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 20.1 [*Contractor's Claims*] together with appropriate evidence and detailed proposals consistent with the Contract for overcoming such events and minimizing any adverse effects on the Time for Completion. Contractor shall not be entitled to an extension in the Time for Completion unless the critical part in the Programme approved pursuant to Sub-Clause 8.3 is affected. At such event the Contractor must submit to the Engineer a complete Time Impact Analysis based on the As Built records and to the satisfaction of the Engineer, after receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [*Determinations*] to agree or determine these matters.

**Sub-Clause 8.7**

**Delay Damages**

Delete Sub-Clause 8.7 and replace with:

If the Contractor fails to comply with Sub-Clause 8.2 [*Time for Completion*], the Contractor shall subject to Sub-Clause 2.5 [*Employer's Claims*], pay to Employer delay damages for this default and the Contractor shall indemnify the Employer against all supervision fees and other charges, due to Engineer/ Consultant and the Employer's Representatives. These delay damages shall be the sum stated in the Appendix to Tender and the supervision fees as per the invoices from the respective firms, 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. However, the total amount due under this Sub-clause shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to Tender.

These delay damages and the Supervision Consultant's and Engineer's fees shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [*Termination by Employer*] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

**Sub-Clause 8.11**

**Prolonged Suspension**

Sub-Clause 8.11:

Delete 84 days and replace with 120 days.

**Sub-Clause 8.13**

**Obligation to Minimize Delays**

Include the following after clause 8.12:

The Contractor shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract that may result due any reason whether attributed to the Contractor or not.



## **CLAUSE 9: TESTS ON COMPLETION**

### **Sub-Clause 9.1 Contractor's Obligations**

Insert the following paragraph at the end of this Sub-Clause:

All costs incurred by repetition of tests shall be the responsibility of the Contractor. The Employer shall have the right to deduct these costs from the monies due to the Contractor.

## **CLAUSE 10: EMPLOYER'S TAKING OVER**

### **Sub-Clause 10.1 Taking Over of the Works and Sections**

Delete Sub-Clause 10.1 and replace with:

Except as stated in Sub-clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) 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-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued.

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

The Engineer shall, within 28 days after receiving the Contractor's application:

- (a) Issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) Reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-clause.

## **CLAUSE 11: DEFECTS LIABILITY**

### **Sub-Clause 11.2 Cost of Remedying Defects**

Add after the word "Contractor" in the third line the words "who shall also pay all the costs of the Engineer, incurred in the inspection thereof (excluding the first three inspections)".

**Sub-Clause 11.3      Extension of Defects Notification Period**

Delete Sub-Clause 11.3 and replace with:

The Employer shall be entitled subject to Sub-Clause 2.5 [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 deficiency.

Following rectification of a defect or deficiency in the Works or any part thereof, the Defects Notification Period for the Works or such part thereof shall automatically be extended for a further period of 365 days. However, a Defect Notification Period shall not be extended by more than two years.

If delivery and/or erection of Plant and/or Materials was suspended under Sub-clause 8.8 [Suspension of Work] except in case of Contractor's default 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 years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

The Defects Notification Period mentioned in 1.1.3.7 shall not apply to the following:

- (a) Defects/ deficiencies in design, which shall be ten (10) years from the Taking-Over Certificate.
- (b) Decennial liability for defects, which shall be ten (10) years from the Taking-Over Certificate.
- (c) All Plant and Materials in respect of which a longer Defects Notification Period or warranty period is expressly specified in the Contract Documents, in which case the longer period shall apply.

**Sub-Clause 11.4      Failure to Remedy Defects**

In line 1 of the first paragraph, add "or complete any outstanding work" after the word "damage".

In line 3 of the first paragraph, add "or outstanding work completed" after the word "remedied".

In line 1 of the second paragraph, add "or complete the outstanding work" after the word "damage".

In line 2 of the second paragraph, delete the word "remedial".

**Sub-Clause 11.12      Decennial Liability**

Insert new Sub-Clause:

The Contractor shall be liable in the event of a total or partial collapse of any structure forming part of the Works, or if a defect threatening the safety or stability of any structure is discovered, during the period of ten years from the issue of the Taking-Over Certificate in accordance with Sub-Clause 10.1 [*Taking Over of the Works and Sections*]. The liability of the Contractor shall in any event be limited to the cost of rectification of the Works. The approval of the Engineer shall not in any way absolve or relieve the Contractor from such liability.

## CLAUSE 12: MEASUREMENT AND EVALUATION

### Sub-Clause 12.2 Method of Measurement

Delete item (a) and replace it by the following:

"The method of measurement for the Works shall be measured in accordance with the Principles of Measurement (International) (POMI) For Works of Construction (June 1979), as published by the Royal Institution of Chartered Surveyors in accordance with the Pricing Preambles as detailed in Volume II."

### Sub-Clause 12.3 Evaluation

Delete item (a) i ii & iii

Delete item (b) i

Delete the following sentence

"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, together with reasonable profit, taking account of any other relevant matters."

and replace with:

"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, together with a percentage mark-up of 7% for the Contractor's overhead, profit and attendance. "

## CLAUSE 13: VARIATIONS AND ADJUSTMENTS

### Sub-Clause 13.1 Right to Vary

Delete this Sub-Clause and replace it by the following:

Except in emergencies, the Contractor shall have no right to execute any work which would have the effect of an increase or decrease in the Contract Price, without having the prior written approval of the Engineer, but if the Contractor executes any increased work without such approval, in so doing he shall be deemed to have waived any right to claim for additional payment or extension of time as a result of doing such work.

The Engineer shall, subject to Clause 2.1, make any variation of the form, quality or quantity of the Works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable shall have power to order the Contractor to do and the Contractor shall do any of the following:-

- (a) increase or decrease the quantity of work included in the Contract,
- (b) omit any such work,
- (c) change the character or quality or kind of any such work,

- (d) change the levels, lines, position and dimensions of any part of the Works, and
- (e) execute additional work of any kind necessary for the completion of the Works,

and no such variation written or verbal shall in any way vitiate or invalidate the Contract. The approval of the Employer shall be required before the Engineer shall make any variation under the provision of this Clause where such variation will affect the Contract Price.

The Contractor shall not make any alteration and/or modification of the Permanent Works, unless he received written instructions from the Engineer.

**Sub-Clause 13.3      Variation Procedure**

Delete the last paragraph of Sub-Clause 13.3 and substitute:

Upon instructing or approving a Variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price and to the schedule of payments under Sub-Clause 14.4. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under Sub-Clause 13.2 if applicable.

Scope of varied works is determined based on variations to Contract Documents and Specifications.

**Sub-Clause 13.8      Adjustments for Changes in Cost**

Delete Sub-Clause 13.8 and replace with:

Contract Price shall not be adjusted for any increase or decrease in Cost including of cost of labour, goods, plants, materials, and any other inputs related or necessary for executing the works.

**CLAUSE 14: CONTRACT PRICE AND PAYMENT**

**Sub-Clause 14.1      The Contract Price**

Delete all Sub-Clause 14.1 and substitute by:

- (a) the Contract Price shall be the lump sum Accepted Contract Amount and can only be subject to adjustments in accordance with the Contract;
- (b) the Contractor shall submit to the Engineer, within 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.

**Sub-Clause 14.3      Application for Interim Payment Certificates**

In the Sub-Clause 14.3 (b), delete the wording "and changes in cost" and "and Sub-Clause 13.8 [Adjustments for Changes in Cost];"

**Sub-Clause 14.5**

**Plant and Materials intended for the Works**

Delete the words “If this Sub-Clause applies” in the first sentence.  
Delete the second paragraph.  
Delete the word “either” at the end of sub-paragraph (a).  
Delete sub-paragraph (b).  
Delete (i) in sub-paragraph (c).  
Add to the penultimate paragraph the words “Ownership of Plant and Materials in respect of which payment is made in accordance with this Sub-Clause shall thereupon vest in the Employer”.

**Sub-Clause 14.6**

**Issue of Interim Payment Certificates**

Delete all Sub-Clause 14.6 and substitute by:

Within 2 days of delivery of each progressive statement, the Engineer shall deliver to the Employer an Interim Payment Certificate stating the amount of payment to the Contractor that the Engineer considers due and payable in respect of such statement less 10% retention and less any amount for which the Employer has specified his reasons for disagreement. The Engineer shall not be bound by any sum previously considered by him to be due to the Contractor.  
The amount due to the Contractor and approved by the Engineer under any interim Payment Certificate issued by the Engineer pursuant to this Clause shall, subject to Sub-Clause 11.9 and 7.4, be paid by the Employer to the Contractor within 5 days after such Interim Payment Certificate has been delivered to the Employer.

**Sub-Clause 14.8**

**Delayed Payment**

Delete this Sub-Clause.

**Sub-Clause 14.9**

**Payment of Retention Money**

Delete all Sub-Clause 14.9 and substitute by:

50% of Retention money will be released upon issuing the Taking-Over Certificate and the remaining 50% will be released after 6 months calculated from the Taking-Over Certificate against security cheque until completion of Defects Notification Period.

**Sub-Clause 14.11**

**Application for Final Payment Certificate**

Delete the words “Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board's Decision*] or” in the last sentence in the third paragraph.

**Sub-Clause 14.16**

**Fixed Price Contract**

Add the following under new Sub-Clause 14.16:

This is a Fixed Price Lump Sum Contract and no adjustment shall be made to the Contract Price arising from any fluctuations in cost or any matter (other than the adjustments permitted in the Contract), which may affect the rates or prices set out in the Contract during the Time for Completion and the number of days stated in the Appendix to Tender for Defects Notification Period.

## **CLAUSE 15: TERMINATION BY EMPLOYER**

### **Sub-Clause 15.1 Notice to Correct**

Insert at the end of this Sub-Clause the words "Such notice shall expressly state that it is given under this Sub-Clause".

## **CLAUSE 16: SUSPENSION AND TERMINATION BY CONTRACTOR**

### **Sub-Clause 16.1 Contractor's Entitlement to Suspend Work**

Insert after the words "(or reducing the rate of work)" on the second line of the fourth paragraph, the words "or of resuming normal working".

### **Sub-Clause 16.4 Payment on Termination**

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:

- a. Return the Performance Security to the Contractor
- b. Pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release].

## **CLAUSE 17: RISK AND RESPONSIBILITY**

### **Sub-Clause 17.1 Indemnities**

Insert the following paragraph at the end of this Sub-Clause:

If the Employer has to pay any money in respect of any claims or demands in respect of any indemnity which the Contractor is to provide, the amount so paid and the cost incurred by the Employer shall be charged to and paid by the Contractor, provided always that the Employer shall, if circumstances permit, give to the Contractor reasonable opportunity of examining such claims or demands before payment.

## **CLAUSE 20: CLAIM, DISPUTES AND ARBITRATION**

### **Sub-Clause 20.2 Appointment of the Dispute Adjudication Board**

Delete all Sub-Clause 20.2 and substitute by:

If any dispute arises out of or in connection with this Contract, representatives of the Parties with authority to settle the dispute will, within 14 days of a written request from one Party to the other, meet in good faith effort to amicably resolve the dispute. In the event that the dispute cannot be amicably resolved within 14 days as stated in this Sub-Clause, then either Party may refer the dispute to the competent courts in the Emirate of Dubai.

<b>Sub-Clause 20.3</b>	<b>Failure to Agree Dispute Adjudication Board</b>  Delete this Sub-Clause.
<b>Sub-Clause 20.4</b>	<b>Obtaining Dispute Adjudication Board's Decision</b>  Delete this Sub-Clause.
<b>Sub-Clause 20.5</b>	<b>Amicable Settlement</b>  Delete this Sub-Clause.
<b>Sub-Clause 20.6</b>	<b>Arbitration</b>  Delete this Sub-Clause.
<b>Sub-Clause 20.7</b>	<b>Failure to Comply with Dispute Adjudication Board's Decision</b>  Delete this Sub-Clause.
<b>Sub-Clause 20.8</b>	<b>Expiry of Dispute Adjudication Board's Appointment</b>  Delete this Sub-Clause.

## **OTHER PARTICULAR CONDITIONS**

### **21.1 Contractor's License**

Prior to the signing of the Contract the successful Tenderer will be required to submit to the Employer in writing evidence that he has a current trade licence issued in the United Arab Emirates.

### **22.1 Increase or Decrease of Costs**

No adjustments are to be made in respect of rise or fall in the costs of labour and of materials or any other costs affecting the cost of execution of the Works.

### **23.1 Bribery and Corruption**

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or regard for doing or for having done or forborne to do any action in relation to the obtaining or the execution of this Contract or any other Contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the Employer or if the like acts shall have been done by any person employed by him or action on his behalf whether with or without the knowledge of the Contractor or if in relation to this or any Contract with the Employer the Contractor or any person employed by him or acting on his behalf shall be committed of any offence under the Corruption Acts or any similar legislation under the Laws of the State of the United Arab Emirates and of Dubai.

### **24.1 Advertising**

The Contractor shall not publish any photographs of the Works nor allow the Works to be used in any form of advertising whatsoever, without prior approval in writing from the Employer.

### **25.1 Law governing the Contract**

This Contract is subject to and shall be construed in accordance with the Laws and Regulations of the United Arab Emirates and of Dubai.

### **26.1 Taxation**

The Contractor and his employees shall be liable to pay all income or other taxes as required by regulations which may be in force during the period of the Contract.

### **27.1 Customs and other Duties, Rates, Taxes and other Charges**

The Contractor shall give all notices and pay all customs or other import and export duties, rates (including all handling and freight charges, wharfage and harbour dues, shipping and other rates and charges and taxes of whatever nature) required to be given or paid in order to comply in all respects with the provisions of any Law or any Regulation or By-Law of any local Government authority which may be applicable in Dubai in connection with the fulfilment of the Contract.

The rates in the Bills of Quantities will be held to have included for all charges in respect of customs or other import or export duties, rates (including all handling and freight charges, wharfage and harbour dues, shipping and other rates and charges) and taxes of whatever nature payable both within and outside Dubai in connection with the fulfilment of the Contract.



## **28.1 Interruption of Supplies of Services**

The Contractor shall not interfere with supplies and services of whatsoever nature such as but not limited to water, electric power and light, telephones, buried cables and sewerage. If any such supply or service is damaged, the Contractor must report it to the owner immediately.

No saline waste water that may arise as a result of the Contract Works nor any other water that may be detrimental to operation of the sewage treatment plant shall be disposed of into the sewerage network.

The Contractor shall be responsible for any damage caused to such supplies or services and shall fully indemnify and keep indemnified the Employer against all consequences thereof of whatsoever nature.

The method of execution of repairs shall be decided by the owner.

In addition to and without prejudice to the generality of the indemnity above referred to, and to the Contractor's liability in penalties or liquidated damages generally, the Contractor shall pay to the Employer in respect of damage to any such supply or service a charge calculated in accordance with the Laws in force during the period of this Contract.

Before opening up the ground for any purpose, the Contractor must notify all concerned parties by issue of a formal "Notice of Intent" and must obtain information by formal notice regarding the location of all underground services. The complete responsibility for obtaining this information rests with the Contractor.

## **29.1 Precaution against Fire and Marine Hazards**

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

## **30.1 Declaration against Waiver**

The condoning of any breach or breaches by the Contractor or an authorised Sub-contractor of any of the stipulations and conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Employer's rights, power, and remedies under the Contract in respect of any other breach or breaches as aforesaid.

## **31.1 Indemnity to Employer's and Engineer's Staff (including the Staff of any other Consultant on Site)**

The Contractor shall indemnify the Employer and every member, officer and employee thereof and the Engineer (including any other consultant) and the Engineer's Representative and every member of his staff on Site from any claim or demand from accident, injury, damage, loss and/or compensation any kind whatsoever arising out of or in connection with all claims and demands which may be made against the Employer for or in respect of or arising out of the performance of the Contractor's obligations under any of the provisions of the Contract.

If the Employer has to pay or elects to pay any money in respect of any such claim or demands as aforesaid, the amount so paid and the cost incurred by the Employer shall be charged to and paid by the Contractor provided always that the Employer shall, if circumstances permit, give to the Contractor reasonable opportunity of examining such claims or demands before payment.

### **32.1 Safety of Construction**

The Contractor shall be held responsible, for a period of ten (10) years for the safety of the construction and for any default or defect resulting from the execution, irrespective of the final handover certificates and the return of the insurance policy to him. He shall also be held responsible for any minor default or deceit or major default that may be discovered after the final handover.

### **33.1 Claims Resulting from Adjoining Sites**

The Contractor shall not be entitled to claim indemnity or extension of time for the Works nor to be excused from any of the obligations of the Contract by reason of nor to submit any claims in respect of disturbance or delay due to the simultaneous execution of work adjoining the Site and executed either by the Contractor or another contractor.

### **34.1 Release of Information**

All information gathered under this Contract by the Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Employer, be made available to any person or party other than the Employer, the Engineer or any relevant United Arab Emirates or Dubai Government Department. The obligation on the part of the Contractor to keep all such information confidential shall be of a general nature and shall be without limitation of time.

### **35.1 Materials, Equipment etc.**

After accepting the tender the Contractor shall not use or attempt to use materials, equipment and fittings other than those selected from product ranges from the specified and approved manufacturers listed in the tender documents received and accepted by the Employer, without providing substantiated reasons for his requested changes.

### **36.1 Contractor's Status**

The Contractor in executing his obligations under this Contract will be considered as an independent contractor and not as an agent or part of the Employer's organisation.

### **37.1 Overtime Working**

In the event that the Contractor carries out any work on the Site during overtime periods or at times specified in sub-clause 11.1 of general conditions, then the Contractor shall pay to the Engineer such sums calculated in accordance with the following schedule for the provision of the Engineer's supervisory staff who are deemed necessary by the Engineer to remain on Site during these overtime periods to ensure that the works being carried out are properly supervised:-

<b>Engineer &amp; Representative</b>	<b>Overtime (AED)</b>
Architect/ Partner	___for each hour on site
Design Director/ Architect	___for each hour on site
Project Architect/ Senior Architect	___for each hour on site
Architect (Qualified)	___for each hour on site
AutoCAD Technician	___for each hour on site

The Contractor shall pay any sums that become due to the Engineer in accordance with the provisions of this Clause during the period between the end of the month in which the overtime was worked by the Engineer's staff and the time that the next monthly valuation is due to be submitted to the Engineer by the Contractor. The Engineer may at his discretion withhold the issuance of any certificate authorising payment to the Contractor in the event of any delay by the Contractor in the making of any payment which becomes due to the Engineer in accordance with the provisions of this Clause. Alternatively the Employer may pay such sums that are due to the Engineer, directly to the Engineer, and such sums shall be deducted from any certificates or monies due to the Contractor.

For the purposes of implementation and interpretation of this Clause overtime periods are any periods in excess of eight (8) normal working daylight hours a day on Monday to Saturday inclusive of any week, or six (6) normal working daylight hours on a day Monday to Saturday inclusive during the month of Ramadan, and all day Sunday of any week and all day on any recognised public holiday.

#### **38.1 Municipality/ Authority Building Permit**

The Engineer shall apply to and liaise with Dubai Municipality for the mandatory permit to construct the works required in this Contract as a whole or part or for any variation to the work which already received the mandatory permit. In case of variations initiated by the Contractor, the Contractor shall prepare the revised drawings and submit to the Engineer for his further action.

**38.2** The Contractor shall be responsible for the collection of the permit documentation from Dubai Municipality and pay all necessary fees for this collection within two working days from receiving written instructions from the Engineer.

**38.3** The Contractor shall be responsible for completing the Works in accordance with the Building Permit and to the satisfaction of the Dubai Municipality. He shall be responsible for arranging inspection by the Municipality/ Authority and for obtaining the Municipality's/ Authority's Certificate of Completion and other approvals necessary for the connection of services, in order to ensure completion of the Contract.

**38.4** On receipt of the Municipality/ Authority building permit the Contractor shall examine all the documentation handed over by Dubai Municipality as part of the building permit and advise the Engineer in writing within 14 days from the date of receipt of any comment or special requirement stated by Dubai Municipality on any of the documents which make up the Municipality/ Authority building permit. Failure of the Contractor to submit such advice within the prescribed period of 14 days shall be deemed to be confirmation to the Engineer and the Employer that the works required in this Contract have received the mandatory Municipality/ Authority building permit, relieving the Employer thereafter from any responsibility to liaise with Dubai Municipality for obtaining any permit in connection with the works required in the Contract and from considering any claim by the Contractor for any extension of time or additional payments due to extra work resulting from comments made in writing by the Municipality/ Authority on any of the documents of the Municipality/ Authority building permit.

### 38.5 Requirements for Taking Over

The completion of the whole of the Works or any part of the Works will not be deemed to have occurred unless all the following criteria have been met in addition to any other conditions:-

- (a) All tests including commissioning that are required to be carried out to materials, equipment, system, fittings and any item or component of the Works (or part of the Works where applicable) have been carried out in the various manners described in the Contract and all materials, equipment, fittings and any such item or component so tested have been shown by the tests to comply with the Contract and to be to the satisfaction of the Engineer.
- (b) The Works (or part of the Work where applicable) are in a condition such that the Employer can immediately occupy all of the Works (or all of a part of the Works where applicable) and use all of the Works (or all of a part of the Works where applicable) to his full advantage and for which it is intended to be used without hindrance or disruption from any employee, item of equipment, item of temporary works or surplus material of the Contractor or of any Sub-contractor.
- (c) All items of outstanding work which are to be carried out and completed are of a type and in locations on the Site such that the carrying out and completion of any items of outstanding work will not hinder, disrupt nor in any way adversely affect the occupancy and use of an completed part of the Project by the Employer.
- (d) Use or occupancy by the Employer of part of the Works at a time when the whole work has not met the criteria for Completion as listed above shall not constitute "use" or "occupancy" of the works as stated in this clause until such time as all the criteria have been met fully when the Taking-Over Certificate in accordance with this clause can be issued, unless the Engineer and Employer shall choose to take over part of the Works in accordance with Clause 10.2 hereof.
- (e) All related final approvals from various government authorities have been obtained and all services required under contract are connected and put in operation.
- (f) All warranties specified under contract have been submitted to and accepted by the Engineer for all items, materials, systems, equipment and fittings, contractor to make sure prior ordering any item that Warranty Period shall commence from date of Taking-Over Certificate.
- (g) As-built drawings of major items of work have been submitted and approved by Engineer.
- (h) Operation and maintenance manuals for all systems, equipment have been submitted and accepted by Engineer.
- (i) Clearing of all parts of project, internally and externally have been done and completed to the satisfaction of the Engineer.

### 39.1 Municipality/ Authority Certificate of Completion

Upon the written request of the Contractor, the Engineer will issue a letter stating that the Works are complete to allow the inspection of the Municipality/ Authority for the Municipality/ Authority Completion Certificate to take place, provided always that the Engineer shall be satisfied that the Works are complete to this extent. If the Works are not complete to the satisfaction of the Engineer, the Contractor will be required to complete the necessary works and issue a further request. The issuance of the letter referred to in this Clause by the Engineer shall not constitute completion within the meaning of Clause 10.1 or shall have any other meaning other than that the Works are complete for the purpose of initiating the inspection for the Municipality/ Authority Completion Certificate.

- 39.2** In addition to the requirements of Clause 39.5, the Contractor is required to complete the Works necessary for obtaining the Municipality/ Authority Certificate of Completion defined in Clause 40.1 and 41.1 by the Milestone Date shown in the programme referred to in sub-clause 8.3. The Contractor's failure to obtain this certificate for any reason other than reasons which entitle the Contractor within the provision of the Contract to an Extension of Time, shall be the sole responsibility of the Contractor and shall not constitute any ground for an Extension of Time or additional costs.

**40.1 Permanent Electricity, Water, Telephone and Drainage**

The Contractor shall be responsible under this Contract to liaise with all Statutory Authorities to ensure that the work is carried out to their latest regulations and rules regardless of the fact that the Engineer has already liaised with such Authorities prior to the award of this Contract.

- 40.2** Notwithstanding his responsibilities under Clause 39.1, the Contractor shall within 28 days of the order to commence the Works contact all Statutory Authorities and discuss in detail with them the requirements of the Works. He shall be responsible to ensure that no rules, regulations or requirements of the Statutory Authorities have changed, or that the Authorities require any details for the project which are different from those included or inferred in the Contract, which may cause a variation to the Contract. If any changes are required by the Statutory Authorities, the Contractor shall inform the Engineer within a further 14 days (i.e. within 42 days of the notice to commence) giving full details of the consequences of these changes including details on costs and programme. If no notification has been received by the Engineer within the time stipulated, it will be deemed that no variation will be necessary and the Contractor will forfeit his rights to any additional time or costs due to any subsequent Service Authorities requirements.
- 40.3** The Contractor shall liaise with all Statutory Authorities throughout the Contract and shall be responsible for obtaining full approval of the Authorities and connections as required by the Contract.
- 40.4** The Employer shall be responsible to pay directly to the relevant authority all charges and fees which are necessary for the completion of the Works. The Contractor shall be responsible for giving the Employer Two (2) weeks notice that the payment is due.
- 40.5** In the event that the supply of permanent services to the site are delayed for reasons for which the Contractor is not responsible under the Contract, the final commissioning of the building may be delayed but the Contractor shall complete all testing required under the Contract using temporary supplies for which he shall be responsible. In this event the Contractor shall be awarded an Extension of Time in accordance with sub-clause 8.4 for the commissioning only. The commissioning shall be completed within 6 weeks from the connection of the permanent services, or such other time as may be approved by the Employer. If the commissioning is not completed within this period, the Contractor shall pay to the Employer and Engineer penalties as defined in the appendix to Tender. If an Extension of Time is given for this reason the Contractor shall be entitled to any expenses which he demonstrates that he has incurred as a result of the delay provided such claims are submitted in accordance with Sub-Clause 20.1.

**SECTION 6**

**SPECIMEN FORM OF TENDER BOND**

**SPECIMEN FORM OF TENDER BOND (NOT APPLICABLE)**

**TO: PURE HEALTH MEDICAL SUPPLIES LLC**  
3401 Vision Tower, Business Bay  
P.O. Box 283572, Dubai, UAE

Date:

Dear Sir,

**Contract: PURE HEALTH OFFICE AT 41<sup>st</sup> FLOOR, VISION TOWER, DUBAI - UAE –  
INTERIOR FITOUT AND MEP WORKS PACKAGE**

**Subject :** Our Tender Bond No..... for AED.....

At the request of Messrs .....  
(hereinafter called "the Tenderer"), Post Box No. ...., Dubai, we hereby unconditionally agree to hold  
at your disposal the sum of AED ..... {in figures}, U.A.E. Dirhams  
.....{in words}, being 5% of the Tender  
Sum on the above Project, as a Tender Bond. This Tender Bond shall be free of interest and payable in  
cash on your first written demand in the manner ordered, without the Tenderer or any person on his behalf  
or ourselves having the right to suspend or delay payment or to object thereto for any reason whatsoever.

This Tender Bond is valid for 90 calendar days from ..... {date of tender submission} to  
..... and renewable before expiry for a further 30 calendar days if requested in writing by the  
Employer.

This Bond shall be returned to us upon expiry or upon fulfillment of our undertaking whoever is the earlier.

This Bond shall be construed and governed by the laws applicable in the United Arab Emirates.

Yours faithfully,

{Authorized Signature  
and Bank Seal}

{Authorized Signature  
and Bank Seal}

Name:  
Designation:

Name:  
Designation:

**SECTION 7**

**SPECIMEN FORM OF PERFORMANCE SECURITY**



**SPECIMEN FORM OF PERFORMANCE SECURITY (NOT APPLICABLE)**

**TO: PURE HEALTH MEDICAL SUPPLIES LLC**  
3401 Vision Tower, Business Bay  
P.O. Box 283572, Dubai, UAE

Date:

Dear Sir,

**Contract: PURE HEALTH OFFICE AT 41<sup>st</sup> FLOOR, VISION TOWER, DUBAI - UAE –  
INTERIOR FITOUT AND MEP WORKS PACKAGE**

**Subject :** Our Performance Security No. .... for AED .....

As Messrs .....  
(hereinafter called "the Contractor") have declared that their Tender for the above named Works has been accepted, we hereby undertake to hold at your disposal the sum of AED ..... {in figures} U.A.E. Dirhams .....  
.....{in words}, being 10% of the Contract Price, as a Performance Security. This Security shall be free of interest and payable in cash on your first written demand in the manner ordered, without the Contractor or any person on his behalf or ourselves having the right to suspend or delay payment or to object thereto for any reason whatsoever.

This Security is valid from ..... (contract commencement date) to ..... (scheduled time for completion date as per the letter of acceptance) and shall before expiry, be automatically renewed until a Performance Certificate has been issued or until advised by you that the contract has been fulfilled. No claim shall be made against this Security after the issue of the Performance Certificate.

Yours faithfully,

{Authorized Signature  
and Bank Seal}

{Authorized Signature  
and Bank Seal}

Name:  
Designation:

Name:  
Designation:

**SECTION 8**

**SPECIMEN FORM OF BANK GUARANTEE FOR  
ADVANCE PAYMENT**

**SPECIMEN FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT (NOT APPLICABLE)**

**TO: PURE HEALTH MEDICAL SUPPLIES LLC**  
3401 Vision Tower, Business Bay  
P.O. Box 283572, Dubai, UAE

Date:

Dear Sir,

**Contract: PURE HEALTH OFFICE AT 41<sup>st</sup> FLOOR, VISION TOWER, DUBAI - UAE  
– INTERIOR FITOUT AND MEP WORKS PACKAGE**

**Subject:** Our Bank Guarantee No. .... for AED .....

As Messrs .....  
(hereinafter called "the Contractor") have described that they have been awarded a contract for the execution, completion and remedying of any defects of Project: **PURE HEALTH OFFICE AT 41<sup>st</sup> FLOOR, VISION TOWER, DUBAI - UAE – INTERIOR FITOUT AND MEP WORKS PACKAGE** with a Contract Price of AED ..... {in figures} (U.A.E. Dirhams ..... ) {in words}, and in consideration of the Employer making an Advance Payment of AED...../- {in figures} (U.A.E. Dirhams ..... ) {in words} we hereby undertake to hold at your disposal the sum of this Advance Payment as an irrevocable and unconditional Bank Guarantee. This guarantee shall be free of interest and payable in cash on your first demand in the manner ordered, without the Contractor or any person on his behalf or ourselves having the right to suspend or delay payment or to object thereto for any reason whatsoever.

It is understood that our liability towards you will be progressively reduced by the amount repaid by you by the Contractor as contained in the Interim Payment Certificates and payments against the said advance payment.

This Guarantee shall remain valid until the Employer receives full repayment of the advance payment amount from the Contractor.

Yours faithfully,

{Authorized Signature  
and Bank Seal}

{Authorized Signature  
and Bank Seal}

Name:  
Designation:

Name:  
Designation:

**SECTION 9**

**STATEMENT OF SITE VISIT**

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**STATEMENT OF SITE VISIT**

From:

Name of Tenderer: CONCEPT INTERIORS

Date of Site Visit: 16/02/2022

We hereby confirm that we have visited the Site and confirm that we fully accept and comply with the provisions and requirements of Clause 2 of the Instructions to Tenderers.

Signed by: NITESH KAPOOR

Position: PROJECT MANAGER

Duly Authorised  
to Sign on behalf of: [Signature]

Date: 23/02/22