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**PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND
COMPOUND WALL**

ON

PLOT NO-4, BLOCK NO-A

AT

SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

FOR

M/S FUJAIRAH INVESTMENT ESTABLISHMENT

MAIN WORKS

VOLUME I – TENDER AND CONDITIONS OF CONTRACT

Section 1:- Form of Tender and Appendix to Tender

Section 2:- Instruction to Tenders

Section 3:- Scope of Works

Section 4:- Conditions of Contract

Section 5:- Schedule of Tender Drawings

Section 6:- Documents

JUNE 2019

**Archen Engineering
P.O.Box 282104
Dubai
U.A.E**

SECTION -1

FORM OF TENDER AND APPENDIX TO TENDER

FORM OF TENDER

**PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL ON PLOT NO. 4,
BLOCK NO. A AT SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE**

MAIN WORKS

**To: M/S FUJAIRAH INVESTMENT ESTABLISHMENT
FUJAIRAH
UNITED ARAB EMIRATES**

- 1 Having examined the Tender Document for the execution of the above named Works, we, the undersigned, offer to execute and complete the said Works and remedy any defects therein in conformity with the said Tender Document for the sum of
.....
.....U.A.E. Dirhams. (Dirhams
.....)
or such other sum as may be ascertained in accordance with the said Tender Documents.
- 2 We acknowledge that we have received and incorporated the following Addenda in our Tender:
.....
.....
.....
- 3 We undertake, if our Tender is accepted, to commence the Works forthwith and to complete the whole of the Works comprised in the Contract within..... Days from the Commencement Date.
- 4 We declare that our Tender is free of any qualifications of whatever nature and is fully compliant with the Tender Document. We understand that should any qualifications be discovered within our Tender we will be disqualified forthwith.
- 5 We agree to abide by this Tender for the period of 90 days from the closing date for submission of tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 Unless and until an Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
- 7 We understand that you are not bound to accept the lowest or any tender you may receive, and that you are not bound to give any reasons for non-acceptance of any tender you may receive.
- 8 By way of security for our obligations under this Tender, we also enclose herewith the Tender Bond required by you, valid for a period of 90 days from the closing date for submission of tenders.
- 9 Terms used in this Tender unless otherwise defined herein or the context requires otherwise, shall

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
ON PLOT NO. 4, BLOCK NO. A AT SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

have the meanings given to them in the Tender Document.

- 10 This Tender shall be governed and construed in accordance with the federal laws of the United Arab Emirates and the laws and regulations in force in the Emirate of Dubai.

Dated this day of in the year.....

Signature..... In the
capacity of..... Duly authorized
to sign tenders for

.....Address.

.....

.....Witness.....

.....Occupation.....

.....Address.....

.....

..... Tenderer's address.

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
ON PLOT NO. 4, BLOCK NO. A AT SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

SCHEDULE OF APPENDICES

This schedule forms a check list against which the Tender is required to confirm, by ticking the appropriate box, that he has completed the Appendices in this section which is a necessary

APPENDIX	DETAIL	COMPLETED
A	APPENDIX TO CONDITIONS OF CONTRACT	
B	TIME FOR COMPLETION, INDICATIVE PROGRAM AND PENALTIES	
C	METHOD OF CONSTRUCTION	
D	ORGANIZATION CHART	
E	NAMES AND QUALIFICATIONS OF KEY PERSONNEL	
F	MANPOWER FOR PROJECT	
G	SCHEDULES OF PLANT AND EQUIPMENT	
H	SUBCONTRACTORS AND SUPPLIERS	
I	QA/QC PROCEDURE	
J	QUALIFICATIONS	
K	STATEMENT OF SITE VISITS	
L	SPECIMEN FORMS OF PERFORMANCE BOND	
M	TENDER CIRCULARS AND BULLETINS	
N	DETAILS OF JOINT VENTURES AGREEMENT	
O	ALTERNATIVE TENDER OFFERS	
P	CURRENT AND VALID TRADE LICENSE	
Q	SPECIMEN FORM OF CONTRACT AGREEMENT	
R	SPECIMEN FORM OF COLLATERAL WARRANTY	
S	SPECIMEN PARENT COMPANY GUARANTEE	
T	HAND OVER PROCESS	
U	MONTHLY PAYMENT SCHEDULE	
V	ENGINEER'S OVER TIME RATES	
W	SPECIMEN FORM OF TENDER BOND	
X	SPECIMEN FORM OF ADVANCE PAYMENT BOND	
Y	SCHEDULE OF RATE BREAKDOWN FOR MAJOR ITEMS	

APPENDIX A - APPENDIX TO CONDITIONS OF CONTRACT

SUB-CLAUSE		
Amount of Performance Bond	10.1	10% (Ten per cent) of the Contract Price.
Minimum amount of Third Party Insurance	23.4	AED _____ per occurrence, with the number unlimited.
Commencement of Works	41.0	7 Calendar Days from Employers or Engineers instruction to commence.
Time for Final Completion, Including Mobilization.		__ Month + 30 Days mobilization (During submission or as per agreement, LOI)
Amount of Advance Payment Bond	60.2	10% (Ten per cent) of the Contract Price.
Amount of Penalty for Delay	47.1 47.2	Dhs _____ per day
Limit of Penalty	47.1	10% (Ten per cent) of the Contract Price.
Defects Liability Period	60.7(c)	12 (Twelve) months.
Percentage Mark up on Variations & Provisional Sum	59.4(c)	As per agreement
Percentage of Value of Materials on Site		70% (Seventy percent) or as per agreement
Percentage of Retention Release of Retention	60.2(a)	10% Retention. 95% of the project at the time of handing over, 5% to be released. 5% for 12 month period of Defects Liability
Limit of Retention Money	60.2(a)	10% (Ten per cent) of the Contract Price.
Time within which Payments are to be made by the Employer after receipt of the Engineer's Payment Certificate.	60.1	After 15 Calendar Days for the Engineer from Payments date + another 15 Calendar Days for the Employer from the Engineer's Payment Certificate.

APPENDIX A - APPENDIX TO CONDITIONS OF CONTRACT

Signature

Date:-.....

APPENDIX B -TIME FOR COMPLETION, INDICATIVE PROGRAMME AND PENALTIES.

Time for Completion, Indicative Programme (to be provided by the Tenderer in accordance with Appendix A) and Penalties as described in Appendix A.

Signature

Date:-.....

APPENDIX C - METHOD OF CONSTRUCTION.

The Tenderer shall detail below an outline of his proposed method of construction which shall clearly define the sequence of construction, the co- ordination of the works between that of the Tender, all other contractors and sub-contractors and all other factors to allow the Engineer to properly evaluate the Tender proposal (Note; Additional pages may be added by the tender if required).

Signature

Date:-.....

APPENDIX D - ORGANIZATION CHART.

The Tenderer shall detail below his "Organization Chart" which shall identify both his proposed on and off site organization. (Note; Additional pages may be added by the Tender if required).

Signature

Date:-.....

APPENDIX E -NAMES AND QUALIFICATIONS OF KEY PERSONNEL.
(AS IDENTIFIED WITHIN THE ORGANIZATION CHART)

The Tender shall detail below the names and qualifications of the key personnel who shall be responsible for the project. These details shall include (but shall not be limited to) qualifications, relevant experience and current position held within the tender's organization (Note; Additional pages may be added by the tenderer if required).

Signature

Date:-.....

APPENDIX F - MAN POWER FOR PROJECT

The Tender shall detail below the proposed manpower for the entire duration of the project. This shall be bracken down in to both staff and manpower and shall identify separately that which he has currently available within his existing resources. The Tender is to prepare this schedule in order that it mirrors that of his construction program detail in Appendix C. (Note; Additional pages may be added by the Tenderer if required).

Signature

Date:-

APPENDIX G – SCHEDULES OF PLANT AND EQUIPMENT

The Tenderer shall detail below the make, model and year of manufacture of the major/key items of plant and equipment he proposes to utilize during the carrying out of the works identifying separately those which he has currently available within his existing resources (Note; Additional pages may be added by the Tenderer if required).

DESCRIPTION	MAKE	MODEL AND YEAR OF MANUFACTURE	PRESENT LOCATION	NO. OF UNITS

Signature

Date:-.....

APPENDIX H – SUB CONTRACTORS AND SUPPLIERS.

The Tenderer shall detail below the name of any sub contractor and suppliers he proposed to use during the execution the work, together with a statement of the work to be perform by each sub contractor.

Each sub contractor and supplier if not name in the document as approved shall be subject to the prior written approval of the Engineer. The Engineer is at liberty to request that Contractor furnishes him with details of the conditions of sub contract appropriate to any particular sub contractor should he so wish (Note:- additional pages may be added by the Tenderer if required)

NAME OF PROPOSED SUB CONTRACTOR	PACKAGE	APPROXIMATE VALUE (AED)

Signature

Date:-.....

APPENDIX I – QA/QC PROCEDURE

The Tenderer shall submit with his tender a fully detail QA/QC procedure, covering all aspect of contract documentation, compiling with recognized standards. Should the tender fail to satisfy the Engineer in this respect the Engineer shall impose upon the Tenderer a procedure of his choosing. (Note:- additional pages may be added by the Tenderer if required)

Signature

Date:-.....

APPENDIX J – QUALIFICATIONS

The Tenderer shall submit his tender strictly in accordance with tender documents and on the form provided as a compiling Bid without any qualification whatsoever.

Notwithstanding the above should the Tenderer discover any ambiguities or discrepancies between drawings, Specifications and Other Tender documentation, such item should be really define and listed below;

Signature

Date:-.....

APPENDIX K – STATEMENT OF SITE VISITS

TENDER FOR MAIN WORKS FOR PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND
COMPOUND WALL

For

M/S FUJAIRAH INVESTMENT ESTABLISHMENT

From:

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

To: **M/S FUJAIRAH INVESTMENT ESTABLISHMENT
FUJAIRAH
U.A.E.**

We hereby confirm that we have visited the Site and that we have no queries or qualifications on any matter concerning the Tender in connection with the prevailing Site conditions.

Signed.....

Duly authorised to sign for and on behalf of.....

Full name of Company.....

Date.....

APPENDIX L – SPECIMEN FORM OF PERFORMANCE GUARANTEE

Date

Bank Name and address

Dear Sirs,

PROJECT :

PACKAGE: Main Works Package

Sub: Our Performance guarantee No. for AED.. ..

As Messrs.....
have described that their Tender for the construction of the above named Works has been accepted, we hereby undertake to hold at your disposal the sum of AED.....(in figures)..... UAE Dirhams {in words}, 10% of the Contract Price, as a Performance guarantee. This guarantee shall be free of interest and payable 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.

Any Claim received for payment under this guarantee will be credited to escrow A/c (account Name) No.---- with Emirates NBD Bank PJS

This guarantee is valid for a period of one year or until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract and shall, before expiry, be automatically renewed until a Defects Liability Certificate has been issued or until advised by you that the Contract has been fulfilled. No claim shall be made against the guarantee after the issue of the Defects Liability Certificate.

For the purpose of identification only, claims, if any, under this guarantee must be presented to us through your bankers with your signature(s) on the claim letter duly verified by them, along with the original guarantee and amendments if any.

This Guarantee shall be governed by the laws and regulations of Fujairah and, subject to the jurisdiction of the courts of Fujairah, U.A.E.

Yours faithfully,

{Authorized Signature and Bank Seal}

Name:

Designation:

APPENDIX M – TENDER CIRCULARS AND BULLETINS

Bulletins and Further Instructions to the Tenderer shall be inserted in this Appendix.

Signature

Date:-.....

APPENDIX N – DETAILS OF JOINT VENTURE AGREEMENT (If Any)

The Tenderer is to insert in this appendix, details of any joint venture agreements which may/will impact upon this agreement. (Note: - additional pages may be added by the tender if required)

Signature

Date:-.....

APPENDIX O – ALTERNATIVE TENDER OFFERS.

The Tenderer is to insert in this appendix Alternative Tender offers (Value Engineering) if available as per required satisfaction to the Engineer/Employer.

Signature

Date:-.....

APPENDIX P – CURRENT AND VALID TRADE LICENSE

The Tenderer should have to insert in this appendix, Copies of current and valid trade licenses. This may/will impact upon this agreement. (Note: - additional pages may be added by the Tenderer if required)

Signature

Date:-.....

APPENDIX Q – SPECIMEN FORM OF CONTRACT AGREEMENT

FORM OF AGREEMENT

THIS AGREEMENT is made on ----- day of ----- 2018

BETWEEN

M/S FUJAIRAH INVESTMENTS ESTABLISHMENT

Arab Emirates (the “Employer”):

AND

1. _____

of P.O. Box , _____, U.A.E. (the “Contractor”).

Whereas the Employer wishes to have certain works executed by the Contractor, namely _____, forming part of the Project (the “Works”), the Contractor agrees to perform the execution, completion, testing, commissioning and rectification of defects of such Works.

IT IS HEREBY AGREED as follows:

2. In this Agreement, unless the context otherwise requires, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract.
3. The following documents shall be deemed to form and be read and construed as part of the Contract; the Drawings, the Specification, the Bill of Quantities, the Tender with Appendix to Tender, the Conditions of Contract (Parts I and II) and any other document as the Employer and the Contractor shall have expressly agreed in writing shall form part of the Contract.
4. In consideration of the payments to be made by the Employer to the Contractor under this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works, and remedy any defects therein in conformity in all respects with the provisions of the Contract.
5. The Employer covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the sum of U.A.E.
6. Dirhams.....(UAE
.....Dirhams, Fils) (the “Contract Price”) or
such other sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the Contract.

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
ON PLOT NO. 4, BLOCK NO. A AT SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

7. No amendment or addition to this Contract Agreement shall be binding on the parties hereto unless in writing and unless signed on behalf of each such party.
8. This Contract Agreement shall be governed by and construed in accordance with the laws and regulations of, and from time to time applicable in the Emirate of Fujairah and the laws and regulations of the United Arab Emirates, to the extent the same are applicable in Fujairah.

In Witness whereof, the parties have caused this Agreement to be executed the date which appears above.

Binding Signature(s)
of Employer

Binding Signature(s)
of Contractor

In the presence of

In the presence of

Name:

Name:

Signature

Signature

Address:

Address:

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
ON PLOT NO. 4, BLOCK NO. A AT SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

CONTRACT AGREEMENT AND ATTACHMENTS

APPENDIX R – SPECIMEN FORM OF COLLATERAL WARRANTY (Contd...)

- 3.2 It shall owe a duty of care to the Employer in respect of such matters provided that the Contractor shall owe no greater duty of care to the Employer under this Deed than it would have done if the Employer had been named in place of the Contractor in the Sub-Contract. And the Employer shall be deemed to have relied upon the Contractor's professional skill and judgment in respect of such matters.
4. The Contractor further warrants and undertakes that it has performed and shall continue to perform all of its obligations under the Sub-Contract.
- 5.1 The Contractor further warrants to the Employer in relation to the Works that will maintain in full force and effect throughout the period of performance of the Works and for a period of ten (10) years from issue of the Taking Over Certificate a policy of professional indemnity/product liability insurance in an amount of not less than UAE Dirhams
(UAE.....Dirhams) for any one occurrence or series of occurrences arising out of any one event provided always that such type of insurance is available to others acting in the capacity of the Contractor at commercially reasonable rates.
- 5.2. The Contractor undertakes to provide to the Employer within seven (7) days of a request so to do sufficient documentary evidence of the professional indemnity/product liability insurance referred to in clause 5.1 and copies of each annual renewal notice in respect of such policy.
6. The Contractor hereby grants to the Employer an irrevocable royalty-free non-exclusive licence to use and reproduce all drawings, specifications and other documents and information of any kind which have been or are to be written, originated or made by or for the Contractor pursuant to the Sub-Contract, for any purpose relating to the Works including without limitation the execution, completion, promotion, sale, letting, management, maintenance, repair, refurbishment, alteration or extension of the Works or any part thereof but so that the Contractor shall not be liable for any such drawings, specifications and other documents if and to the extent that the same are used for any purpose other than that for which the same were prepared as if when ascertaining such purpose and use the Employer had been named jointly with the Contractor in the Sub-Contract. Such license shall carry the right to grant sub-licenses and shall be transferable to third parties.
7. The Employer may assign charge and/or transfer all or any of its rights and/or obligations under this Deed to two (2) further parties without the consent of the Contractor.
8. It is acknowledged that whatever the manner in which the parties have executed this Deed the period of limitations applicable to any claim or claims arising out of or in connection with this Deed shall be twelve (12) years from the date of issue of the Taking-Over Certificate.

IN WITNESS WHEREOF the Contractor has executed this document as a deed the day and year first above written

Executed as a deed by

Signed:

In the presence of:

For

Position:

APPENDIX R – SPECIMEN FORM OF COLLATERAL WARRANTY (Contd...)

.....

(Sub-Contractor)

Company:

.....

Date:

Date:

Signed:

In the presence of:

for

Position:

.....

(Contractor)

Company:

.....

Date:

Date:

.....

Signed:

In the presence of:

for

Position:

.....

(Employer)

Company:

Stamp:

.....

Date:

Date:

.....

Signature

Date:-.....

APPENDIX S – SPECIMEN FORM OF PARENT COMPANY GUARANTEE

FORM OF PARENT COMPANY GUARANTEE

DATED 2019

[CONTRACTOR'S PARENT COMPANY] (1)

And

[] (2)

PARENT COMPANY GUARANTEE
In connection with
]

APPENDIX S – SPECIMEN FORM OF PARENT COMPANY GUARANTEE (Contd...)

- b. Prove in competition with the Employer in respect of any loss suffered by the Guarantor pursuant to such liability; or
 - c. Claim to have the benefit of any security which the Employer holds or may hold for any money or liabilities due or incurred by the Contractor to the Employer.
- 4. The Employer shall have no greater rights against the Guarantor than it has or had against the Contractor and the same defenses set-off and/or counterclaims which would have been available to the Contractor shall be available to the Guarantor but without double-counting any such entitlement and without limitation to the rights of the Employer to counter any such defense set-off and/or counterclaim.
- 5. Any dispute not reconciled or difference of opinion which arises under the Guarantee shall be dealt with in accordance with the dispute resolution procedure set out in the Contract.
- 6. The Employer may without the consent of the Guarantor assign or charge the benefit of this Agreement to any person to whom the Employer lawfully assigns or charges the benefit of the Contract. This Agreement shall not be otherwise assignable.
- 7. This Deed of Guarantee shall be governed by and construed in accordance with the laws and regulations of, and from time to time applicable in the Emirate of Fujairah and the laws and regulations of the United Arab Emirates, to the extent the same are applicable in Fujairah.
- 8. No action or proceedings for any breach of this Deed of Guarantee shall be commenced by the parties after the expiry of twelve (12) years from the date of issue of the Taking-Over Certificate of the Works under the Contract

IN WITNESS whereof the Guarantor and the Employer have caused their Common Seals to be hereunto affixed and it is the parties intention that it be delivered and it is hereby delivered as a deed the day and year first before write

APPENDIX T – HAND OVER PROCESS.

The Hand Over process should be herein described with this Tender and may be revised to the satisfaction of the Engineer and Employer.

Signature

Date:-.....

APPENDIX U – MONTHLY PAYMENT SCHEDULE.

The Monthly Payments, in regard to Conditions of Contract sub Clause 60.1 to the satisfaction and approval of the Engineer. Any revised proposal can be added to this section.

Signature

Date:-.....

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
ON PLOT NO. 4, BLOCK NO. A AT SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

APPENDIX V – ENGINEER’S OVER TIME RATES.

The Engineer's overtime rates in accordance to the conditions of contract sub clause 45.2 clause are as schedule below.

REF.	GRADE	NORMAL WORKING (NW)(AED)	OVERTIME WORKING (AED)
S1	Resident Engineer-(RE)	350	NW x 175%
S2	Assistance Resident Engineer-(ARE) Architect	250	NW x 160%
S3	Assistance Resident Engineer-(ARE) Civil	250	NW x 160%
S4	Assistance Resident Engineer-(ARE) MEP	250	NW x 160%
S5	Architect	170	NW x 150%
S6	Mechanical Engineer	170	NW x 150%
S7	Electrical Engineer	170	NW x 150%
S8	Civil Engineer	170	NW x 150%
S9	Civil Inspector	120	NW x 140%
S10	MEP Inspector	120	NW x 140%
S11	Senior Quantity Surveyor	250	NW x 160%
S12	Quantity Surveyor	170	NW x 150%
S13	Secretary	65	NW x 130%
S14	Document Controller	65	NW x 130%

** Can be Varied Time to Time

Signature

Date:-.....

APPENDIX W – SPECIMEN FORM OF TENDER BOND

FORM OF TENDER BOND

.....2019

.....

.....

.....

Dear Sirs,

TENDER BOND NO.....

Whereas:

1 Our clients (Referred to hereinafter as "the Tenderer") are tendering for the construction, completion, maintenance for a period of one year and remedying of all defects for the.....

2 The Instructions to Tenderers provide that the Form of Tender shall be accompanied by a Tender Bond in the amount of five percent (5%) of the tendered Contract Price (as defined in the Conditions of Contract).

We, (name of bank), hereby irrevocably and unconditionally undertake that, forthwith --upon our receiving written notice from you stating that in your sole and absolute judgment the Tenderer has failed to observe or perform any of the terms, conditions or provisions of the Form of Tender (or, if its tender has been accepted and the Form of Agreement referred to therein has been signed, of the Contract (as defined in the Conditions of Contract)) on its part to be observed or performed, we will notwithstanding any objection which may be made by the Tenderer, pay to you or as you may direct such an amount as you may in such notice require not exceeding (when aggregated with any such amount(s) previously so paid) the amount of this Bond,

Namely UAEDirhams _____ (words)
(Dirhams) _____ (figure).

APPENDIX W – SPECIMEN FORM OF TENDER BOND (Contd...)

FORM OF TENDER BOND

This Bond shall be valid from the date hereof and shall continue to be so valid with respect to any such written notice to us referred to above as is received by us not later than _____ 2018 or, if it be earlier and the Tenderer's tender has been accepted, the date of delivery to you of the Performance Bond (as defined in the Conditions of Contract). This Bond shall not be valid with respect to any written notice received by us after such date (or earlier date) and shall thereafter be null and void. When the validity of this Bond has expired it must be returned to us for cancellation but we shall be released from any obligation hereunder even if, in breach of this provision, such return has not taken place.

Any payment by us hereunder shall be in immediately available and freely transferable UAE Dirhams free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

Our obligations hereunder constitute direct primary irrevocable and unconditional obligations, shall not require any previous notice to or claim against the Tenderer, and shall not be discharged or otherwise prejudiced or adversely affected by any time, indulgence or forbearance which you may grant to the Tenderer, any amendment, modification or extension which may be made to the Form of Tender or the Contract or the work to be performed hereunder, any intermediate payment or other satisfaction made by us, any change in the constitution or organization of the Tenderer, or any other matter or thing which in the absence of this provision would or might have that effect except a discharge or amendment hereof expressly made or agreed to by you in writing.

This Bond shall be governed by and construed in accordance with the laws and regulation of the Emirate of Fujairah and (to the extent that the same are applicable therein) the laws and regulations of the United Arab Emirates.

Yours faithfully,

APPENDIX X – SPECIMEN FORM OF ADVANCE PAYMENT GUARANTEE

Date:

Bank Name and details

Dear Sir,

PROJECT :

PACKAGE: Main 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 The, PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL Main Works Package with a Contract Price of AED..... {in figures} UAE Dirhams {in words} and in consideration of M/s Employer name making an Advance Payment of AED...../- {in figures} (UAE Dirhams.{in words} to the Contractor, we hereby undertake to hold at your disposal the sum of AED...../- {in figures} (UAE Dirhams.....{in words} as a Bank Guarantee. This Guarantee shall be free of interest and payable 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 to you by the Contractor as contained in the Interim Payment Certificates and payments against the said advance payment and as advised to us by you in writing.

Any Claim received for payment under this guarantee will be credited to (account Name) No.----- with BANK NAME

This Guarantee shall be valid from the date hereof and continue to remain valid until M/s Employer name receives full repayment of the advance payment amount from the Contractor.

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

Yours faithfully,

Signature with Bank Stamp Seal

Signature with Bank Stamp Seal

Name:
Designation:

Name:
Designation:

SECTION - 2

INSTRUCTION TO TENDERS

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
ON PLOT NO. 4, BLOCK NO. A AT SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
PLOT NO. 4, BLOCK NO. A, SMART LOGISTIC CITY, IFZA, FUJAIRAH
UAE

INSTRUCTIONS TO TENDERERS

We have been instructed by **M/S FUJAIRAH INVESTMENT ESTABLISHMENT** (the Employer), to invite you to submit a Tender for the above project. Tenders must be delivered by hand no later than the time and date mentioned on the invitation to tender letter.

1. General

1.1 **M/S FUJAIRAH INVESTMENT ESTABLISHMENT** intends to carryout **MAIN WORKS FOR PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL, PLOT NO. 4, BLOCK NO. A, SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE** and in this respect is desirous of obtaining tenders from Contractors who have been invited to tender for this contract.

1.2 The Tenderer will be deemed to have carefully read these instructions and no claim will be entertained on the grounds of failure to read or comply with these instructions.

1.3 It is the Tenderer's responsibility to inform himself of all aspects of this Tender and he will not be entitled to claim at any time after the submission of his tender that the Employer should reimburse him for expenses incurred as a result of any misunderstanding with regard to his obligations. No verbal agreement or conversation with any officer, agent or any other organization retained by the Employer either before or after the execution of the Contract will affect or modify any of the terms or obligations therein contained.

1.4 The Tenderer to provide all works to be in accordance and to the approval of all relevant authorities, including but not limited to Fujairah Municipality, Civil Defense, Green Building Requirements and etc..

2. Description of the Project

2.1 The scope of this Tender comprises the construction, completion and the remedying of any defects during the defects liability period as further defined within these Tender Documents.

3. Examination of Tender Documents

3.1 It is the Tenderer's responsibility to carefully examine the whole of the Tender Documents and to satisfy himself both that he understands their content and that he has received a full set of documents as listed. No claim will be entertained on the grounds that the Tenderer failed to receive or review any of the Tender Documents in whole or in part.

3.2 The Tender information provided is strictly limited to the information contained in the Tender Documents together with any written clarification or rectification to the Tender Documents issued to the Tenderer by the Engineer prior to the date for return of Tenders.

3.3 The Tenderer will obtain for himself at his own expense and at his own responsibility all information that may be necessary for submitting a Tender and entering into a Contract including ascertaining means of access, conditions affecting the supply of Labour, availability of water and electricity etc. and all other matters likely to affect the Tender. No claim arising from lack of knowledge in this regard will be entertained.

3.4 The Tenderer will bring any discrepancy in the Tender Documents to the notice of the Engineer before submitting a Tender in compliance with these Instructions to Tenderer's. No claim or

adjustment to the Tender or Contract Price will be accepted for any discrepancy discovered after submission of the Tender in accordance with these Instructions to Tenderer's.

6. Interpretation of Tender Documents

- 6.1 In case of any doubt as to the interpretation of the Tender Documents or any part thereof, or should there be any doubt or obscurity in the meaning of 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 in respect of the Tender, the Tenderer must send a written request for clarification to the Engineer not later than 10 (ten) days prior to the date set for receipt of Tenders. Any explanation, interpretation or clarification to any of the Tender Documents will be made only in formal Tender Addenda duly issued by the Engineer to all recipients of the Tender Documents at least 5 (five) days prior to the Tender closing date.
- 6.2 No instruction, clarification or other information given verbally by the Engineer or any of his assistants at any meeting or discussion held in terms of this clause will be binding or taken into account in preparing and evaluating Tenders unless and until such instruction, clarification or information is confirmed in writing by the Engineer to all Tenderer's. In no case will any procedure in connection with clarification and interpretation of Tender Documents give the right to Tenderer's to claim an extension of the time set for submitting Tenders. Tenderer's must acknowledge in writing the receipt of all Tender Addenda and return a signed copy of each with the submission of their Tender.

7. Revision of Tender Documents

- 7.1 Any revision, addition, deletion or modification to the Tender Documents will be made only by formal Tender Addenda as described in these Instructions to Tenderer's duly issued by the Engineer to all recipients of the Tender Documents.

8. No Alteration to Tender Documents

- 8.1 No additions, omissions or alterations are to be made by the Tenderer to the Tender Documents other than filling in all blanks intended to be filled in, unless instructed to do so by an authorized Tender Addendum. If alterations are made or if these instructions are not fully complied with or if an incomplete Tender is submitted, then the Tender may be rejected.

9. Pricing of Tenders

- 9.1 The Tenderer shall insert rates (in Dirhams and Fils) against every item in the Bills of Quantities and extend the rates by the quantities where applicable. Rates inserted shall be fully inclusive of all obligations stated or implied by the Tender Documents. If the Tender Price in figures is different from the price stated in words, then the price stated in words will be considered as the Tenderer's submitted Tender Price.
- 9.2 If the Tenderer omits to insert rates or price any item in the Bill of Quantities it will be deemed that the item has no financial significance or the value has been included in other rates and prices.
- 9.3 Tenderer's should take care not to make arithmetical errors to arrive at their Tender Price. If errors are made, Tenderer's will be obliged to accept their Tender Price, even if this total is less than the actual sum of all individual rate and prices. Where the total of arithmetic errors is such that the

Tender price would have been increased, then the individual rates and prices will be proportionately adjusted such that the Contract Price of the awarded contract is the same as the Tender Price. Such proportional adjustment will not apply to Prime Cost or Provisional Sums included in the Tender Documents.

9.4 Where the Tender price is computed by the Tenderer making a lump sum adjustment to the summed total of the Bills of Quantities or to the summed total of any section of the Bills of Quantities, then the lump sum adjustment so made will be deemed to apply proportionately to the individual rates and prices throughout the Bills of Quantities, or throughout that section of the Bills of Quantities respectively. Such proportionally adjusted rates and prices will be those rates and prices used later during the currency of the Contract to value variations and to assess the value of work done for the purpose of interim payments.

9.5 The Tenderer is required to submit with the tender documents a full and detailed Tender breakdown. The breakdown is to show the actual calculations of the Preliminaries, Labour, Plant and Materials costs for the Works, the build-up of measured rates with on-costs and overheads and any other allowances used to arrive at the Contract Price.

10. Customs

10.1 It should be noted that the Employer **would not** endorse Customs Forms for all shipments of materials, which are wholly intended for the Works such that they will be free of import duties.

11. Fixed Price Lump Sum Tender

11.1 The Tenderer should note that this Tender is a Fixed Price Lump Sum Tender and he is to include for any and all fluctuations which may occur in prices of Labour, materials, plant, currencies, taxes and other charges for the duration of the Contract.

11.2 Amendment to the Contract Price will only be through variations instructed in writing by the Engineer or by adjustment to Provisional Sum or through re-measurement of quantities noted as being provisional.

12. Qualifications

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

13. Alternative Offers

13.1 If the Tenderer wishes to submit alternative technical proposals with respect to materials or workmanship he may do so by clearly stating such proposed deviations from the Specification on a separate sheet of paper headed "Schedule of Alternatives". This Schedule shall constitute a separate offer by the Tenderer to carry out the Works in accordance with all or any of the changes listed therein and the Employer may specify in his Letter of Acceptance. Alternative Tenders must be submitted in accordance with these Instructions to Tenderer's and must be endorsed as "Alternative No. 1".

14. Site Survey/Investigation

- 14.1 Tenderers are advised that a copy of the Site Topographical Survey and Site Geotechnical Investigation report is attached with the Tender documents. The report is provided for general information only and no claim or subsequent adjustment to the Contract Price will be entertained on the grounds of any inaccuracy in the reports.

15 Submission of Tenders

- 15.1 The Tenderer must submit the following documents with his Tender Offer:

- a) Form of Tender duly completed by insertion of the tendered Tender Price (both in words and figures) and of the reference number of each Addendum issued by the Employer in accordance with these Instructions to Tenderers. The Form of Tender must be dated and signed by some person (s) authorized to sign tenders for and on behalf of the Tenderer.
and
- b) Signature Authority in the form of a certified Board Resolution of the Tenderer or a sealed Power of Attorney granted by the Tenderer, in each case authorizing the person(s) who signed the Form of Tender so to do. In the event of the Tenderer being a joint venture, partnership, consortium or the like, the Tenderer must submit the aforesaid Board resolution or Power of Attorney from one of the parties or partners and also certified Board Resolution(s) or sealed Power(s) of Attorney from the other party (or parties) or partner(s) empowering the first mentioned partner to authorize some person(s) to sign the Form of Tender.
and
- c) Appendices to the Form of Tender duly completed by the Tenderer with the information required thereby. The person(s) who signed the Form of Tender shall sign each such appendix on each page.
and
- d) Bill of Quantities duly completed by the Tenderer and signed on each page by the person(s) who signed the Form of Tender.
and
- e) The following, which must be attached to the Form of Tender and initialed on their respective first pages by the person(s) who signed the Form of Tender, namely the Form of Agreement, Conditions of Contract, Specification, Drawings and Form of Performance Bond.
and
- f) Tender Bond, being a Tender Bond in the form attached hereto. The Tender Bond shall be in the amount of five percent (5%) of the tendered Contract Price and shall be issued by a bank in Dubai approved by the Employer for the purpose. All costs and expenses of obtaining and keeping in force the Tender Bond shall be borne and paid by the Tenderer. The Tender Bond shall when issued be valid for 90 days, or if it be earlier, the date that the Tenderer's Tender has been accepted or the date of delivery of the Performance Bond. It should however be noted that the Form of Tender contains an undertaking by Tender concerning extension of the Tender Bond if necessary.
and
- g) Tenderer's signed declaration of Site Visit.
and
- h) Tenderer's signed declaration of Security.

and

- j) A signed copy of all Tender Addenda.

and

- k) A programme in a fully detailed bar chart or network form showing the sequence of construction and completion date(s) for the Works or parts thereof based on a recognized software package. The programme should clearly demonstrate how the various elements of the Works are to be integrated and shall incorporate the work of all proposed subcontractors.

and

The Tenderer should submit along with his Tender details of:

Method of carrying out the works.

Mobilization.

Staff structure.

Proposed site layout.

and

- 15.2 Any other documents required by these Instructions to Tenderer's.

- 15.3 The Form of Tender and each of the other documents referred to above must be in and completed in the English language. All completion shall be in ink or typewritten and, in the former case, shall be in capital letters. The person(s) who signed the Form of Tender must initial any alteration or erasure.

The front cover of each tender shall be clearly marked on the outside:-

TENDER

For PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL ON PLOT NO. 4, BLOCK NO. A, SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE

Tenders shall be submitted in an original, marked "ORIGINAL" on the outside of its front cover and fully signed and initialled namely, and [one] copy marked "COPY" on the outside of its front cover and whose signatures and initialing may be photocopies. The original and copy shall be identical but if, in default of this provision, there is any inconsistency the original shall prevail.

Tenders must be delivered to the following address before 1200 hours on the date as advised in the letter of invitation to tender:

**M/S FUJAIRAH INVESTMENT ESTABLISHMENT
FUJAIRAH, UAE**

Late Tenders will not be accepted.

16. Acceptance

- 16.1 The Employer does not bind itself to accept the lowest or any tender and will not state a reason for the acceptance or rejection of a Tender.
- 16.2 As soon as practicable after dispatch of the Letter of Acceptance to any Tenderer, the Employer shall give notice in writing of such acceptance to all other Tenderer's who submitted Tenders and who have not previously been given notice that their Tenderer's will not be accepted.
- 16.3 The Employer may at any time give notice to any Tenderer that the Tender submitted by him will not be accepted.
- 16.4 Upon the first to occur of the Tenderer concerned being notified by the Employer that the Tender of another has been accepted or that his own tender will not be accepted or the Tender of the Tenderer concerned expiring without being accepted, the Tender Bond submitted by him shall be returned to him by the Employer.

17. Period of Validity

- 17.1 The Tender will be valid for a period of 90 calendar days after the latest date fixed for receiving Tenders.

18. Expenses of Tender

- 18.1 The Employer shall not be responsible for, or be liable to pay or reimburse any Tenderer for, any costs or expenses incurred by the Tenderer in connection with his evaluation of the Invitation to Tender or his preparation or submission of a Tender.

19. Notices

- 19.1 Any notice from the Employer to any Tenderer under these Instructions to Tenderer's, or otherwise prior to execution and/or delivery of the Form of Agreement, may be dispatched by facsimile to or delivered by hand at the location address of the Tenderer in Fujairah or Dubai. Any such notice shall be effective upon such dispatch or delivery (as the case may be).

20. General

- 20.1 The contents of the Invitation to Tender and the documents accompanying it supersede all previous written or oral representations, warranties, discussions and documents which may have been made to, had with or made available to any Tenderer in connection with the Works.
- 20.2 In these Instructions to Tenderer's words and expressions shall have the meanings respectively assigned to them in the Conditions of Contract and the Form of Tender.
- 20.3 A copy of this letter is to be attached as evidence that the following requirements have been included in your Tender. Failure to do so may disqualify the Tender.
- 20.4 Any deviation from the above requirements may disqualify the Tender.

SECTION - 3

SCOPE OF WORKS

**PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL ON PLOT NO. 4,
BLOCK NO. A, SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE**

SCOPE OF WORKS – MAIN WORKS

AFFECTION PLANS – LOCALITY

**PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL ON PLOT NO. 4,
BLOCK NO. A, SMART LOGISTIC CITY, IFZA, FUJAIRAH, UAE**

1. Site Location

The site is located on Plot No. **4, BLOCK NO. A, SMART LOGISTIC CITY, IFZA, FUJAIRAH**, United Arab Emirates, as detailed on the Affection Plan.

2. Brief Description of the Works

MAIN WORKS

The scope of works in this contract consists of Construction of Proposed RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL comprising but not limited to:

- Steel frame structure constructed on isolated foundation for warehouses and RCC columns & beams constructed on a isolated foundation for the residential building
- Block work and proprietary partition for internal walls including toilets.
- Thermal block work for all external walls.
- Waterproofing the building with roofing combo system, membrane waterproofing to wet areas and tanking membrane to exposed concrete surface at substructure.
- Provision of necessary building insulation system
- Internal and external doors and windows in aluminum/wood/metal as appropriate
- Good quality finishes as per the finishes schedule
- All required accessories
- Equipment as required
- Conveying Systems as required
- Mechanical Engineering Installations
- Electrical Engineering Installations
- And associated external works and services

All as shown on drawings and described in the specification

SECTION - 4

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS

The 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 and obtainable from FIDIC, as modified or added to by the following Guidance for the preparation of the Particular Conditions which shall be read and construed with the General Conditions as if they were incorporated therewith . In so far as any of the said Conditions of Particular Application may conflict or be inconsistent with any of the General Conditions, the Conditions of Particular Application shall always prevail.

PART II - CONDITIONS OF PARTICULAR APPLICATION

Notes:

1. Clause references are to Part 1 of The General Conditions.

DEFINITIONS AND INTERPRETATION

Definitions

- 1 (1) (a) "Employer" means

M/S FUJAIRAH INVESTMENT ESTABLISHMENT
Fujairah, UAE

- (c) "Engineer" means

ARCHEN Engineering Consultant
P.O.Box: 282104,
Dubai ,
U.A.E

Their successors or other person or persons appointed by the Employer to act in that capacity.

- (k)

"Specification" means the specification incorporated in the Tender Documents together with any specification notes contained on the Drawings and any modification thereto or addition thereto as may from time to time be furnished or approved in writing by the Engineer.

ENGINEER AND ENGINEER'S REPRESENTATIVE

Powers and Duties of the Engineer and Engineer's Representative

2. Delete Clause 2(1) in Part 1 and add the following:
 - 2 (1) The Engineer shall carry out such duties in issuing decisions, certificates and orders and the like as are specified in the Contract.

CONTRACT DOCUMENTS

Language(s) and Law

- 4 (1) (a) The Contract Documents and Drawings shall be drawn up in English. However should the Employer request the translation of any document submitted by the Contractor into Arabic it shall be so prepared by and at the cost of the Contractor.
- (b) The Contract shall be governed by and construed according to the laws and customs for the time being in force in Fujairah, U.A.E.
- (c) All dates and periods shall be construed in accordance with the Gregorian calendar.

GENERAL OBLIGATIONS

Performance & Advance Bond

- 10 Delete Clause 10 in Part 1 and add the following:
- 10 (1) The successful Tenderer, on receipt of a Letter of Intent from the Engineer, will be required to submit a Performance Bond in the Form of Bond appended to this Tender Document, to the value of 10% (ten per cent) of the amount of the Contract Price, within 14 (fourteen) days of the receipt of such letter, before a Contract Agreement can be signed. Failure by the Tenderer to produce the Bond within 7 (seven) days of the date of a reminder notice will render the Letter of Intent null and void, and shall also amount to withdrawal of the Tender.
- 10 (2) The Performance Bond shall remain valid until the date of issue of Defects Liability Certificate by the Engineer.
- 10 (3) The Performance Bond shall be obtained from a bank approved by the Employer.

Inspection of Site

- 11 Delete Clause 11 in Part 1 and add the following:

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the form and nature thereof including, as far as is practicable, the sub-surface conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and accommodation he may require and in general, shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or effect his Tender.

Programme to be Furnished

- 14 Delete Clause 14 in Part 1 and add the following:
- 14 (1) The Contractor shall, within two weeks of receipt by him of the Engineer's written Order to Commence the Works, submit to the Engineer for his approval a fully

detailed bar chart programme showing the order of procedure in which he proposes to carry out the Works. The programme shall be separated into sections to show how the various sections of the work are to be integrated and shall incorporate in detail the work of all sub-contractors, nominated or otherwise. During the production of this programme, the Contractor shall discuss and agree with Engineer dates for receipt of information required and these dates shall be clearly shown on the programme.

- 14 (2) The approved programme shall be revised and re-submitted for re-approval immediately after any circumstances have arisen to require such revision, for example whenever progress of the works for any reason no longer conform to the approved and re-approved programme or programmes submitted by the Contractor.

Contractor's Superintendence

- 15 Delete Clause 15 in Part 1 and add the following:
The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized agent, or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the superintendence of the same. Such agent must be sufficiently fluent in English as to be able to interpret the Engineer's requirements to the satisfaction of the Engineer. If the approval of the Engineer is withdrawn the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the Agent from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive, on behalf of the Contractor, directions and instructions from the Engineer or, subject to the limitations of Clause 2 hereof, the Engineer's Representative.

Insurance of Works etc.

- 21 Delete Clause 21 in Part 1 and add the following:
- 21 (1) Without limiting his obligations and responsibilities under Clause 20 hereof the Contractor shall insure in the names of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clause 20(1) of Part 1 and are also covered during the period of Maintenance for loss or damage arising from a cause, occurring prior to the commencement of the Period of Maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 49 and 50 of Part 1.
- (a) The Works for the time being executed to the estimated current value thereof together with the materials for incorporation in the Works at their replacement value, plus the percentage named in the Appendix to the Tender to cover the Consultant's professional fees, reimbursable expenses and site supervision costs

- (b) The Construction Plant and other things brought on to the Site by the Contractor to the replacement value of such Construction Plant and other things.
- 21 (2) Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.
- 21 (3) The policy or policies of insurance shall be endorsed by the insurer stating its compliance with the terms of this clause.

Insurance Policies to be Endorsed

- 23 Add the following:
- 23 (4) The policy or policies of insurance shall be endorsed by the insurer stating its compliance with the terms of this Clause.

Giving of Notices and Payments of Fees

- 26 Delete Clause 26 in Part 1 and add the following:
- 26 (1) The Contractor shall give all notices and pay all fees required to be given or paid by any National or other duly constituted authority in relation to execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

Compliance with Statutes, Regulations, etc.,

- 26 (2) The Contractor shall conform in all respects with the provisions of any such Decree, Statute, Ordinance or Law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 26 (3) The Contractor must allow in his tender for all costs incurred by the provisions of this Clause including the cost of arranging for, and collecting, all permits, and obtaining all approvals and for paying all charges levied by the various authorities in respect of permanent service connections. The Contractor is responsible for obtaining all necessary information required in order to arrange for the Permanent Electrical connections.

Engagement and Conditions of labour

- 34 Add the following:
- 34 (2) The Contractor shall provide all Labour necessary or required by the Engineer for the construction, completion and maintenance of the Works. The Contractor shall make his own arrangements for the recruitment and engagement of all Labour. The Contractor shall as far as possible employ Nationals of the U.A.E. and shall train such Labour where necessary for the purpose of the Works. Should the Contractor wish to employ Labour of nationalities

other than from the U.A.E. he must ascertain whether the necessary entry permits may be obtained. No foreign Labour shall be employed without the necessary approval by the Government of the U.A.E. (hereinafter referred to as "the Government") and the Contractor should make allowance for the availability and costs of all Labour and site staff that are required on the Works, being recruited in compliance with Immigration Laws. The Contractor shall be responsible for the engagement, transport and paying of all Labour, feeding and housing of Labour imported into the U.A.E. and other matters in connection therewith and all arrangements affecting the same shall be subject to such relevant local laws as exist at the commencement of the Contract and which may be enacted during the continuance of the Contract.

Expatriate Personnel

- 34 (3) The Contractor shall make his own arrangements to obtain immigration approval for expatriate personnel

Observance by Sub-Contractors

- 34 (4) The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.

Contractor not to Suspend Work

- 40 Add the following:

- 40 (1) The Engineer shall give the contractor not less than 7 days notice of the commencement date, unless otherwise stated in the particular condition or 42 days after the contractor receives the letter of acceptance.
- 40 (3) The Contractor shall not suspend the Works unless so ordered by the Engineer but shall continue to regularly and diligently carry out the works and all his obligations under the Contract pending the Engineer's decision on any matter under the Contract.

COMMENCEMENT TIME AND DELAYS

Engineer's Overtime Working

- 45 Add the following new Clause:

- 45 (2) In the event that the Engineer or the Engineer's Representative or their assistants are obliged to supervise the Contractor's operations in excess of 8 hours per working day, or on Fridays or declared public holidays in the U.A.E. the cost to the Engineer of such overtime shall be agreed between the Engineer and the Contractor and approved by the Employer. The Employer who shall deduct the agreed amount from monies certified by the Engineer's Certificate will make payment to the Engineer.

Penalty for Delay

47 Delete Clause 47 and add the following:-

- 47 (1) Note: Any reference to "Liquidated Damages" within the Contract or the Appendices thereto shall be read as "Penalty".
If the Contractor shall fail to achieve completion of the Works, or, Commissioning and Testing as described in Clause 8-FIDIC Condition of Contract for Construction 1st Edition 1999, then the Contractor shall pay to the Employer the sum stated in Appendix A of the Contract as Penalty for delay for such default for every day or part of a day which shall elapse between the time prescribed by Clause 40.3 hereof and the date of certified completion of the Works. The Employer may, without prejudice to any other method of recovery, deduct the amount of such Penalty from any monies in his hands, due or which may become due to the Contractor. The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

Reduction of Penalty

47 Add the following new Clauses:

- 47 (2) If, before the completion of the whole of the Works any part or section of the Works has been certified by the Engineer as completed, pursuant to Clause 8-FIDIC Condition of Contract for Construction 1st Edition 1999 , and occupied or used by the Employer, the Penalty for delay shall, for any period of delay after such certificate and in the absence of alternative provisions in the Contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the Works.

ALTERATIONS, ADDITIONS AND OMISSIONS

Orders for Variations to be in Writing

- 51 Delete from sub-clause (2) the second sentence "Provided that no instruction shall be required"

Variations Exceeding 10 per cent

- 52 Delete sub-clause 52(3) in Part 1.

PLANT, TEMPORARY WORKS AND MATERIALS

Plant, etc. the Property of the Employer

54 Delete Clause 54 in Part 1 and add the following:

- 54 (1) Subject as hereinafter provided, all Construction Plant, Temporary Works and materials provided by the Contractor shall when brought on to the Site immediately be deemed to become subject to a lien in favor of the Employer and the Contractor shall not remove the same or any part thereof without the consent in writing of the Engineer which shall not be unreasonably withheld. The Contractor shall use all such Construction Plant, Temporary Works and materials exclusively on and for the completion of the Works and, until the happening of any event which gives the right to the Employer to exclude the Contractor from

the Site, use the said Construction Plant, Temporary Works and materials for, and proceed with the completion of the Works.

Revesting of Plant etc

- 54 (2) Upon the removal of any such Construction Plant, Temporary Works or materials with consent as aforesaid the same shall be released from the Employer's said lien and become the property of the Contractor and upon completion of the Works the remainder of the said Construction Plant and Temporary Works and any unused materials provided by the Contractor shall be released from the Employer's said lien and become the property of the Contractor who shall remove the same. If the Contractor fails to remove any of the said Construction Plant, Temporary Works or unused materials within such reasonable time after the completion of the Works as may be allowed by the Engineer then the Employer may sell the same and shall, after deducting from the proceeds the cost, charges and expenses of and in connection with such sale, pay the balance (if any) to the Contractor.

Employer not liable for Damage to Plant, etc

- 54 (3) The Employer shall not at any time be liable for the loss of or damage to any of the said Construction Plant, Temporary Works or materials save as mentioned in Clause 20 and 65 hereof.

Shipment and Landing Charges

- 54 (4) The Contractor shall bear all expenses in connection with the shipment and landing of any plant, materials or other things landed or brought into or dispatched from the U.A.E. by him for the purposes of this Contract.

Customs Clearance

- 54 (5) The Contractor shall make all necessary arrangements and shall be solely responsible for obtaining clearance through the Customs of Construction Plant, materials and other things required for the Works.

Customs Duties, Import Duties, Harbour Dues, etc

- 54 (6) Add the following:

The Contractor shall be deemed to have included for payment of all customs and other Import Duties, Harbour and Port dues, Wharfage, Landing, Pilotage and any other charges or dues including demurrage charges on any Plant, materials or other things required for the Works entering the U.A.E.

MEASUREMENT

Quantities

55 Delete Clause 55 in Part 1 and add the following:

The Contractor shall verify the Quantities in the Bills of Quantities before submitting the Tender. The Contractor is responsible for the accuracy of the Quantities and no adjustment will be made in the event of any error or omission in the Quantities being discovered after the signing of the Contract. The rates in the Bills of Quantities and the Schedule of Rates will be used to value any Variations, which may occur.

Works to be Measured

56 Delete Clause 56 and add the following:

The Contract is for a lump sum. Only variations required by the Employer and confirmed in writing by the Engineer shall be measured and valued in accordance with the Conditions of the Contract.

Method of Measurement

57 Delete Clause 57 Part 1 and add the following:

The Method of Measurement used in the preparation of the Quantities and for any subsequent measurement of variations shall be as stated in the Preambles to the Bills of Quantities

CERTIFICATES AND PAYMENTS

Monthly Payments

60 Delete Clause 60 in Part 1 and add the following:

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

60 (1) c

Advance Payment Certificate

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

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

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

This guarantee shall be valid until the full recovery of the advance payment or the date for expiry stated within the guarantee, whichever is later. If, however, the advance payment is recovered in full prior to the end of the contract period, the Contractor may make application to the Engineer for the release of the guarantee, which will not be unreasonably withheld. In the event of the Contract being determined under Clause 63 or 65 hereof the Employer may deduct the balance of the Advance Payment outstanding from any monies due or which may become due to the Contractor or the Contractor shall upon demand pay to the Employer the amount of such balance and it shall be deemed a debt due from the Contractor to the Employer and shall be recoverable accordingly from the Contractor or from the Guarantor.

Monthly Statements

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

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

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

Monthly Certificates

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

per cent (80%) of their value in accordance with the Contract) in respect of (b) of sub-clause (3) of this Clause,

The amounts so certified shall be subject to deductions of:

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

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

Monthly Payments

- 60 (5) (a) Payment upon the Engineer's Advance Payment Certificate and upon each of the Engineer's interim certificates or in case of any objections as defined in sub clause (b) hereafter, upon those portions approved by the Employer shall be made by the Employer to the Contractor within 30 days after such Certificates have been delivered to the Employer
- (b) In the case of the Employer objecting to or rejecting to pay in total or in part any particular items of the certificate either:
- (i) By way of a bona fide defence or counterclaim, or
 - (ii) Because of a requirement in writing for necessary additional supporting documents or details, or
 - (iii) Where the Contract expressly gives the Employer the right to deduct monies from sums due under the Contract

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

Final Account

- 60 (6) Either before or within a reasonable time after the issue of the Certificate of Completion the Contractor shall send to the Engineer all documents necessary for the purpose of ascertaining the Final Account. Any measurement and valuation shall be completed within two months of the issue of the Certificate of Completion, and a final statement issued to the Engineer by the Contractor. Within 28 days after receipt of the agreed final statement and a written discharge by the Contractor, the Engineer shall issue to the Employer, with a copy to

the Contractor, a Final Payment certificate in the agreed final amount due.

Payment of Retention Money

- 60 (7) (a) Where the Engineer shall issue a Taking-over Certificate in respect of any section or part of the Works pursuant to Clause 48(2) here of there shall become due on the date of issue of such certificate and shall be included in the next payment certificate a sum equal to half of the amount of retention held in respect of such section or part of the Works.
- 60 (7) (b) One half of the retention money less any sums paid pursuant to sub-clause (4)(a) of this Clause shall become due on the date on which the Engineer shall have issued a Taking-over Certificate of the whole of the Works pursuant to Clause 48(1) hereof and shall be included in the next payment certificate.
- 60 (7) (c) The other half of the retention money shall become due upon the issue of a Defects Liability Certificate by the Engineer and shall be included in the next payment certificate notwithstanding that at such time there may be outstanding claims by the Contractor against the Employer. Provided always that if at such time there shall remain to be executed by the Contractor any Works ordered during the period of twelve (12) months, the Employer shall be entitled to withhold payment until the completion of such Works so remaining to be executed. Provided further that in the event of different Defects Liability periods having become applicable to different sections or parts of the works "the issue of a Defects Liability Certificate by the Engineer" shall for the purpose of this sub-clause be deemed to mean the Certificate for the last of such Defects Liability Periods.

Currency of Payments

- 60 (8) All monetary statements, estimates and payments referred to in this Clause shall be calculated in U.A.E. Dirhams. Payments by the Employer to the Contractor shall be made in U.A.E. Dirhams in the U.A.E.

Correction and Withholding of Certificates

- 60 (9) The Engineer may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have power to withhold any certificate if the Works or any part thereof are not being carried out to his satisfaction in accordance with the Contract.

SETTLEMENT OF DISPUTES

Settlement of Disputes - Arbitration

- 67 Delete Clause 67 in Part 1 and add the following:

If any dispute or difference of any kind whatsoever shall arise between the Employer or the Engineer and the Contractor in connection with or arising out of the Contract, or the execution of the Works, whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the

Contractor. Subject to arbitration as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the Works with all due diligence whether he or the Employer requires arbitration, as hereinafter provided, or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor. If the Engineer shall fail to give notice of his decision, as aforesaid, within a period of ninety days after being requested as aforesaid, or if either the Employer or the Contractor be dissatisfied with any such decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision, or within ninety days after the expiration of the first-named period of ninety days, as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final and binding as aforesaid shall be finally settled in the U.A.E. by an arbitration committee as hereinafter provided. The Employer and the Contractor shall each appoint one independent

Member of the committee and the two members thus appointed shall agree on a third member to act as Chairman. If agreement between the two appointed members upon a third member cannot be reached within 15 days from the last date of their appointment such third member shall be appointed by the Fujairah/Dubai Chamber of Commerce on the application of either of the parties. The decisions of the arbitration committee shall be final and binding upon both parties. Such committee shall have full power to open up, review and revise any decision, opinion, direction, certificate or valuation of the Engineer. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor arguments put before the Engineer for the purpose of obtaining his said decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a Witness and giving evidence before the Arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid. The reference to arbitration may proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works. Unless the arbitration committee makes an award of costs, the Employer and the Contractor shall each pay the costs of the member appointed by him. The costs of the third member and all other joint costs shall be borne equally by the Employer and the Contractor.

All arbitration proceedings shall be conducted in English in Fujairah/Dubai, U.A.E. under the rules of the Fujairah/Dubai Chamber of Commerce & Industry Commercial Conciliation & Arbitration.

NOTICES

Service of Notices

Reference to "post" in sub-clauses (1) and (2) of this Clause shall for the purposes of the Contract mean registered post.

- 68 (2) The Nominated addresses for Servicing Notices under the terms of the Contract shall be as follows:-

(i) The Employer:

M/S FUJAIRAH INVESTMENT ESTABLISHMENT
FUJAIRAH, UAE

ii) The Engineer:

ARCHEN Engineering Consultant,
P.O.Box: 282104,
DUBAI
U.A.E

(iii) The Contractor:

M/s. _____
P. O. BOX _____
DUBAI
UNITED ARAB EMIRATES

(iv) The Sub Contractor: - Add the following:-

68(4) A notice sent by registered post shall be deemed to be given at the time two days after posting.

DEFAULT OF EMPLOYER

69 Delete Clause 69(2) in Part 1 and add the following:

69(2) Upon the expiry of the fourteen days notice referred to in sub-clause (1) of this Clause, the property in all Construction plant brought upon the Site by the Contractor shall revert in him and he shall, with all reasonable dispatch, remove the same from the Site.

CHANGES IN COSTS AND LEGISLATION

Increase or Decrease of Costs of Labour

70 Delete Clause 70 in Part 1 and add the following:

70(1) No adjustment to the Contract Price shall be made in respect of any increase or decrease in the cost to the Contractor of employing labour or staff in the execution of the Works which may take place subsequent to the date of Tender.

Increase or Decrease of Costs of Materials

- 70(2) No adjustment to the Contract Price shall be made in respect of any increase or decrease in the cost to the Contractor of goods and materials (whether for permanent or temporary works), consumable stores or plant or in the cost to the Contractor of ocean or air freight and other associated charges which may take place subsequent to the date of Tender.

STATUTORY TAXES, CUSTOM DUTIES, DUES OR FEES

- 73(1) The Contractor will be required to pay all Statutory Taxes, Custom Duties, Dues and Fees which are in existence at the date of Tender or which may be introduced or amended during the Contract Period.
- (2) No adjustment to the Contract Price shall be made in respect of any increase or decrease in Statutory Taxes, Dues and Fees or introduction of new Statutory Taxes, Dues and Fees which may take effect subsequent to the date of Tender

MISCELLANEOUS

Details of Confidential

- 74 The Contractor shall treat the Contract and everything contained therein as private and confidential. In particular the Contractor shall not publish any information, drawing or photograph concerning the Works and shall not use the Site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe.

Explosives

- 75 The Contractor shall not use any explosive without the permission in writing of the Engineer who will require that the Contractor has complied in full with the regulations in the U.A.E. regarding such use. The Engineer's refusal to permit the use of explosives shall not constitute grounds for claims.

Bribery

- 76(1) Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the Contractor or his agent or servant or any other person on his or their behalf to the Employer or to the Engineer or the Engineer's Representative or to any of their respective members, officers, servants, advisers, agents or employees or to any person on their behalf or on behalf of any of them in relation to the obtaining or the execution of this or any other Contract with the Employer may in addition to any criminal liability which may be thereby incurred subject the Contractor to the cancellation of this and all other Contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting to the Employer from such cancellation.
- 76(2) The Employer shall be entitled upon a certificate in writing from the Engineer to deduct the amount so certified from any monies otherwise due to the Contractor under this or any other Contract or to recover the said amount as a debt due or partly the one and partly the other as the Employer shall deem advisable.

Declaration against Waiver

- 77 The condonation by the Employer of any breach or breaches by the Contractor or by an authorized 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, powers and remedies under the Contract in respect of any other breach or breaches as aforesaid.

Contract Correspondence

- 78 All correspondence on any matter whatsoever in connection with the Contract shall be written and recorded in the English Language. If the Contractor requires copies of such correspondence or records in any other language then he shall arrange for these to be made at his own expense.

Use of Site

79. In particular the following provisions shall be deemed to apply to the possession and use of the Site:
- (a) The lands and other places outside the Site which are the property of or under the control of the Employer shall be used strictly in accordance with the instructions of the Engineer.
 - (b) The Contractor shall at any time move any vehicle, machine, vessel, or any other obstruction within his control that may be required by the Engineer to be moved for any purpose and the Contractor shall move such things or such obstructions promptly on instructions being given and at his own expense unless the Engineer shall decide otherwise.
- 79 (c) The Contractor shall maintain access for the inspection, operation and maintenance of any of the plant or the Works belonging to the Employer which lie within the Site or elsewhere.
- (d) The Contractor shall not use any portion of the Site for any purpose not connected with the Works unless the prior written permission of the Engineer shall have been obtained.
 - (e) Access to the Site may be available where the Site adjoins a public highway but is not otherwise provided unless shown on the drawings.
 - (f) Reasonable access around the Site shall be maintained for the use of the occupants of adjoining lands and properties.

Land

- 80 (1) The Employer will provide all the land, way leaves and easements for the Permanent Works and the Contractor may, where approved by the Engineer, so far as they are available use the same for temporary purposes.
- 80 (2) In the case of land required for temporary purposes, such as workshops, work yards, offices, storage of materials, etc., the Engineer will, on application being made, point out the area that can be used for these purposes. Should the Contractor find that the land provided for

Temporary Works is inadequate he shall apply to the Engineer giving details of his extra requirements and as much notice as possible should be given. No guarantee can be given that extra areas can be acquired and if the Contractor shall require any land other than the Site for the storage or preparation of materials or for other purposes in connection with the Works; he shall provide it at his own expense.

80 (3) The Contractor shall observe all agreements entered into by the Employer with any person or persons relating to occupation of the properties by the Employer and to the execution of the Works thereon, provided always that compliance with such agreements shall not relieve the Contractor of his obligations under Clause 29 hereof. The Contractor will be given on request copies of any agreement or part thereof relating to such matters.

80 (4) Insofar as the execution of the Works requires the acquisition or use and occupation of land, including access routes thereto, for the establishment of quarries and/or borrow pits or for any other purpose associated with the Works such lands being outside the Site of the Permanent Works and the property of parties other than the Employer, the Contractor shall be entirely responsible for all arrangements necessary for, and costs arising from, such acquisition or use and occupation.

The Contractor shall indemnify the Employer against all claims, costs, damages and proceedings arising out of the use and occupation of such lands or arising from any failure on the part of the Contractor to observe conditions or regulations imposed by the owners or other competent authorities respecting such use and occupation.

80 (5) The Contractor shall not disturb or pull down any tree, wall or building within the Site without the written consent of the Engineer after approval by the Employer.

Indemnity to the Employer's Officials and Engineer

81 (1) The Contractor shall indemnify the Employer and every member, officer and employee thereof and the Engineer and the Engineer's Representative and every member of his staff and every other authorized person from any claim or demand from accident, injury, damage, loss and/or compensation of 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 any failure by the Contractor in the performance of his obligations under any of the provisions of the Contract.

81 (2) If the Employer has to pay or elects to pay any money in respect of any such claims 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. In the event of the Contractor disputing the amount of any payment (except payments made in accordance with the legal obligations or after approval by the Contractor) then the Contractor shall have the right to dispute the matter and refer the matter to arbitration in accordance with the provisions herein contained.

Accidents

- 82 The Contractor shall within 24 hours of the occurrence of any accident at or about the Site or in connection with the execution of the Works report such accident to the Engineer. The Contractor shall also report such accident to the competent authority whenever law requires such report and within the time required by law.

Interference with Works

- 83 The Contractor shall not interfere in any way with any existing works whether the property of the Employer or of a third party and whether the position of such works is indicated to the Contractor by the Engineer or not except where such interference is specifically described as part of the Works either in the Contract or in the Engineer's Instructions.

Sums due to the Employer

- 84 All sums due from the Contractor to the Employer under the provisions of the Contract shall be ascertained and determined by the Engineer and certified by him and the Engineer's Certificate shall be a condition precedent to any right arising in the Employer in respect of such sums.

Engineer may deduct Sum Certified Due

- 85 The Engineer may in his discretion deduct any sums mentioned in Clause 84 hereof when ascertained and determined by him from the amount of any certificate and he will deduct all such sums as can then be ascertained and determined from any sum due to the Contractor in making out his certificate for payment upon completion of the whole of the Works. All other sums will be deducted by the Engineer in making out his final certificate for payment following the issue of his Maintenance Certificate or may be recovered by the Employer as a liquidated demand or partly in the one way and partly in the other. But should the Engineer omit to deduct from any certificate or certificates as aforesaid, any sum then or subsequently found to be due by the Contractor to the Employer, such omission shall not prejudice or affect the right of the Employer to recover such sum from the Contractor as a debt due on issue by the Engineer of a certificate that such sum is due by the Contractor notwithstanding that the certificate from which such sum was omitted was described as final or professed to be a final certificate.

Engineer not Arbitrator

- 86 In measuring, valuing, deciding or certifying the Engineer is not intended to act as Arbitrator but as an Engineer acts by his skill and from his knowledge of any fact and incident connected with the Works and, in so far as any facts are not within his own knowledge, he shall be at liberty to inform his mind by enquiring of the Engineer's Representative, and others. The Engineer shall at all times be considered seized of all the facts necessary for him to form his opinion, make his measurements or valuation, give his decision or order, make his requisition or give or refuse his certificate and he shall be at liberty to certify at such time and in such manner as in his discretion he shall think proper.

Members of Employer's Staff, etc. not personally liable

- 87 Neither any member of the Employer's staff, not the Engineer nor any of his staff, nor the Engineer's Representative shall be in any way personally liable for the acts or obligations under the Contract, or answerable for any default or omission on the part of the Employer in the observance or performance of any of the acts, matters or things which are herein contained.

Fire Precautions

- 88 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 hazards.

Photographs

- 89 No photographs of the Site or of the Works or any part thereof or anything therein shall be taken except with the permission of the Engineer and such photographs shall not be published or otherwise circulated without the like permission. No such permission shall exempt the Contractor from complying with any statutory provisions in regard to the taking and publication of photographs

Boycott of Israel

- 90(1) The Contractor shall comply strictly with all the regulations of the Boycott of Israel Office in force in the U.A.E. Should the Contractor fail to observe these regulations the Employer will apply all relevant penalties without advance notice and in addition reserves the right to claim suitable compensation.
- 90(3) Without prejudice to other rights and remedies which the Employer may possess, if the Contractor is in breach of any instrument, law or order relative to the Boycott of Israel, then the Employer shall be entitled to determine the employment of the Contractor under this Contract with immediate effect upon service of written notice specifying the breach in question. The rights and duties of the Employer and the Contractor shall then be as set out in Clause 63 of these Conditions.

Statement of Guarantee of the Works

- 91(1) The Contractor shall guarantee the whole of the Works in respect of workmanship and materials used in the Works for a period of ten years commencing on the date of issue of the Defects Liability Certificate. The Contractor shall indemnify the Employer for any loss or damage arising from breach of this guarantee.
- 91(2) This guarantee shall not limit or negate any of the Employer's rights or the Contractor's obligations under the laws of the U.A.E.
- 91(3) The Contractor shall acknowledge that the Employer may take out a relevant insurance policy, and shall undertake to liaise with the Insurer's Technical Representative, provide access to the Site and furnish such information, documentation, drawings, and basic technical data as may be reasonably required, comply with the requests and instructions of

the Employer, Engineer and Insurer's Technical Representative so as not to cause a qualification to or a cancellation of the policy by the Insurer and to inform the Employer of any changes which affect the risk of insuring the Works and the Building.

Separate Contracts

- 92(1) The Employer reserves the right to let other separate contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their material and the transportation of and access to their material and the execution of their work and shall properly connect and co-ordinate his work with theirs.
- 92(2) If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work, except as to defects, which may develop in the other contractor's work after its execution, and any cost incurred by the Contractor in rectifying work defective by reason of another contractor's prior work being unsuitable shall be borne externally by the Contractor.
- 92(3) To ensure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between executed work and the drawings.

SECTION - 5

SCHEDULE OF TENDER DRAWINGS

PROPOSED RESIDENTIAL BUILDING, WAREHOUSE AND COMPOUND WALL
AT PLOT NO. 4, BLOCK A, SMART LOGISTIC CITY, IFZA, FUJAIRAH, U.A.E.

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PLEASE REFER THE DRAWING LOG