

Lycée Louis-Massignon

Demolition of existing constructions

Tender Document

Demolition Package

VOLUME 1 - Tender & Conditions of Contract

Issued on: 14th of June, 2015
Tender No: **LLM2-démolition école japonaise**
Employer: Lycée Louis-Massignon
P.O Box: 2314 - Abu Dhabi
United Arabs Emirates

Tender Document content:

VOLUME 1 : Tender & Conditions of Contract.
VOLUME 2 : Specifications.
VOLUME 3 : Drawings :

LIST OF DRAWINGS:

- A01: list of drawings
- A02: overall site plan
- A03: site pics
- A04: network layout
- A05: site layout
- A06: demolition layout

Demolition Works

VOLUME 1-Tender & Conditions of Contract.

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SECTION 01- INVITATION OF TENDER FORM

United Arab of Emirates - Abu Dhabi

Project name: Demolition of existing constructions

Location: Abu Dhabi Island, Sector: E40, Plot No. 26 - 27

Subject: Invitation for tenders

Dear Tenderers,

Lycee Louis Massignon hereinafter referred to as “the Employer”.

The Employer now invites sealed tenders to procure Demolition works of the Japanese school existing on the site of the **Lycee Louis Massignon** French secondary school in Abu Dhabi.

To be qualified for the award of a contract, tenderers must satisfy the following minimum criteria:

Contractors are listed /registered in HSED for demolition works.

Tender documents may be obtained from the office at the address below:

SEREX international office, Khalifa Street, Al Manara Pharmacy Flat No.601

Bids must be delivered to the office at the address below on or before

Thursday the 25th of June - 12h00

Please pay attention that bids should be delivered as A4 format hard copy + 1 soft copy on CD or USB.

Lycee Louis Massignon school, Rabadan Street .

Prospective tenderers may obtain further information from, and inspect and acquire the tender documents at, the following office:

Margaux Levavasseur

Louis Massignon

United Arab of Emirates - Abu Dhabi

Tel : +971 2 444 80 85 / 75, Fax: +971 2 444 92 90

SECTION 02- INSTRUCTIONS TO TENDERERS:

1. GENERAL
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3. INDEMNITY TO EMPLOYER
4. DOUBT AND OBSCURITIES
5. LUMP SUM
6. TERMINATION
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11. CONFIDENTIALITY OF DOCUMENTS
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14. TENDER DOCUMENTS TO BE SUBMITTED
15. VALIDITY OF TENDER
16. DELIVERY OF TENDER
17. TENDER EVALUATION
18. ACCEPTANCE
19. ADDRESS OF THE CONTRACTOR

SECTION 02- INSTRUCTIONS TO TENDERERS:

The following instructions should be carefully noted by intending Tenderers as failure to comply with them may lead to invalidation of the tender. Furthermore, it is to be noted that these Instructions to Tenderers will form part of the Contract Documents.

1. GENERAL:

One set of the following documents are issued for tendering:

- I. VOLUME 1:**
Tender & Conditions of Contract.
- II. VOLUME 2:**
Specifications.
- III. VOLUME 3:**
Drawings & Photographs.

2. VISITING SITE AND EXAMINATION DOCUMENTS:

- 2.1** The Tenderer must visit the Site and is responsible for obtaining all information, which may be necessary for the purpose of submitting a Tender and entering into a contract with the Employer. He must carefully examine the tender documents and satisfy himself as to risks, obligations and responsibilities to be undertaken in the Contract.
- 2.2** The data provided is given without any guarantee that the conditions as shown are truly representative of the entire site. The provision of this information does not absolve the Contractor from responsibility for making his own interpretation and judging the completeness of the information given.
- 2.3** The Tenderer is to confirm that he has visited and examined the Site and its surroundings. He must satisfy himself as to the nature of the existing works and buildings in the vicinity of the proposed Works, the nature of the existing roads or other means of communication, the access to and egress from the Site and Works, the available site facilities as regards to areas for temporary purposes (inside or outside the Site), the buildings that may be required for temporary purposes and must make his own enquiries as to work yard sites and such other additional areas as he may require for temporary occupation of all for the construction, completion and maintenance of the Works described in the Contract Documents.
- 2.4** The Tenderer must make local and independent examination and enquiries as to the

Physical conditions prevailing at the site and obtain his own information on all matters and things that may in any way influence him in making a Tender. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in the Contract to be entered into by him should his Tender be accepted.

2.5 The Tenderer is to acquaint himself of the scope and extent of other special construction that may be undertaken simultaneously with this work Package together with all necessary coordination that is required with other special Contractors and shall be deemed to make due allowance for this within his Tender.

3. INDEMNITY TO EMPLOYER:

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

4. DOUBT AND OBSCURITIES:

4.1 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, the Tenderer must set forth such doubt or obscurity in writing and submit the same to the Engineer not later than 14 days before the date stipulated for delivery of Tenders. The replies to written queries, the explanations and clarifications given and copies of documents or drawings will be issued as "Notices to Tenderers" and circulated to all Tenderers not later than 7 days before the date stipulated for delivery of Tenders. No instruction, clarification or other information given verbally by the Employer, his Representative or the Engineer or any of his assistants at any meeting or discussion held in terms of this clause shall 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 Tenderers. In no case will any procedure in connection with clarification and interpretation of Tender documents give the right to Tenderers to claim an extension of the time set for submitting Tenders.

5. LUMP SUM

- 5.1 This is a lump sum contract.** The Contract price shall not be amended except by authorized variations in writing by the Engineer and approved by the Employer or by adjustments to Provisional Sums or by the re-measurement of quantities notified as being re-measurable and/ or provisional as defined in the General Conditions of Contract.
- 5.2** The Contractor is referred to the General Conditions of Contract and other Tender Documents, Specifications and Drawings as well as the relevant Standards and Codes of Practice for further information as no claim or variation will be considered on account of failure to do so.
- 5.3** The Contractor is to execute the Works in accordance with the intent and meaning of the Drawings and Specifications and is to supply all items/accessories necessary for the proper execution of the work and is to execute all work which may be inferred whether or not specifically shown or described.
- 5.4** All quantities provided are for guidance purposes only and the Tenderer is obliged to calculate and verify the quantities and is deemed to have taken in to account any discrepancies, errors or omissions contained therein.

6. TERMINATION

- 6.1** In the event of contract termination under the General Conditions of Contract, any additional packages awarded to the Tenderer under separate contract(s) shall be subject to automatic termination at the Employer's discretion.

7. PRICING:

- 7.1** Each and every page of the priced Tender document is to be stamped and initialed by the Tenderer's authorized representative. All Tender prices are to be priced and inserted in ink.
- 7.2** Tenderers should take care not to make arithmetical errors in arriving at their total lump sum price. If errors are made the Tenderers will be obliged to stand by their quoted lump sum price, even if this total is less than the actual sum of all individual prices. However; should the quoted lump sum price be more than the arithmetically corrected price the Tender will be accepted in the arithmetically corrected sum.
- 7.3** In cases where unit rates included in the priced bills are found to be unacceptable to the Engineer the Tenderer shall amend the rate by such amounts as agreed with the

Engineer. The price difference in the extended total for the item of work shall be carried to the summary page and clearly described and referenced and added to or deducted from the summary total.

7.4 The Tenderer will be required to provide the Engineer with full and detailed breakdowns of any of his rates or the rates of his sub contractors whether nominated or otherwise within 48 hours of being so requested. The breakdown is to show the actual calculations of the Preliminaries, Labor, Plant and Material costs for the Works, the build-up of measured rates with on-costs and overheads and any other allowances used to arrive at the final rate.

7.5 The build-up of such rates shall clearly show the ex-works cost of the material (including copies of all relevant quotations from suppliers or manufacturers), site delivery charges, insurances, customs duties, off-loading at site and storing, getting out of store, delivery to final position, fixing, any preparatory work, final cleaning, etc. and profit and overheads. A detailed breakdown shall also be provided of both on-site and off-site overheads. The Tenderer must also be prepared to submit details of his hourly labor rates, commencing from the Laborer's or Tradesman's basic hourly wage

8. FIXED PRICE

8.1 The Tenderer should note that this Tender is a Fixed Price Tender and he is to include for all fluctuations which may occur during the Period of Completion and for the cost of all risks, obligations and responsibilities under the Contract.

9. QUALIFICATION

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

10. EXPENSES OF TENDER

10.1 The Employer will not be responsible for nor pay any expense which may be incurred by any Tenderer in the preparation and submission of his Tender.

11. CONFIDENTIALITY OF DOCUMENTS

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

12. CURRENCY

12.1 The currency of the contract will be UAE Dirhams.

13. LANGUAGE

13.1 The Contract Documents and Drawings shall be drawn up in English, which shall be the ruling language of. The Contract. However, should the Employer request the translation of any document submitted by the Contractor into Arabic it shall be prepared by and at the cost of the Contractor.

14. TENDER DOCUMENTS TO BE SUBMITTED

14.1 The Tenderer shall submit the complete set of "ORIGINAL" tender documents together with two copies (excluding drawings). Each set shall be clearly marked "ORIGINAL" or "COPY". In the event of any discrepancy the information entered in the original shall take precedence. Also, a copy of each Notice to Tenderers issued by the Engineer, if any, shall be endorsed by the Tenderer and included in the Tender submission.

Bids should be delivered as A4 format hard copy + 1 soft copy on CD or USB (please put all scanned documents as one pdf file / word and excel also accepted).

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

14.3 The Tender and Appendices to Tender are to be completed, stamped and signed.

14.4 Every page of the "original" shall be stamped with the company seal and initialed by the person signing the Tender. The Employer reserves the right to instruct the successful Tenderer to stamp and initial every page prior to the formal award of the Contract.

14.5 No addition, omission or alteration is to be made by the Tenderer to the Tender Documents. If any such alteration is made or if these instructions are not fully complied with or if any incomplete Tender is submitted, the Tender may be rejected. Un-priced items shall be deemed to be included in the final Tender price.

14.6 Criteria for analysis of bids and negotiations:

The Contracting Awarding Authority will award the contracts to the candidate(s) whose bid is the most advantageous financially keeping in mind the following criteria:

- 1-organization of the team for the success of the project,
- 2-financial proposal (fees and expert opinion on the provisional budget of that particular project),
- 3-functional and technical approach to the project.

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

14.8 In addition to the documents issued to the Tenderer for the purpose of submitting a Tender, the following documents are to be submitted with the Tender:

(a) A programme, in bar chart or network form, showing the sequence of construction and completion date/s for the Works or parts thereof (Appendix C).

The deadline of execution is the 17th of August

(b) An outline statement of the methods proposed for the construction of the Works (Appendix D).

(c) Names and qualifications of key personnel (Appendix E).

(d) A chart showing the proposed site staff and management organization for the work, and the numbers of supervisors and labor including those to be employed by the Sub- Contractors (Appendix F).

(e) Statement confirming that the Tenderer has visited the Site and reviewed the Specifications and drawings related to other Contract Packages, which may be included within this Contract under a Sub Contract Package (Appendix H).

(k) Copy of Trade License (Appendix I).

(i) Authorized Signatory (Appendix J).

(m) Any other documentation required to clarify the Tender (Appendix K).

SECTION 02- INSTRUCTIONS TO TENDERERS:

15. VALIDITY OF TENDER

- 15.1** Tenders shall remain valid and binding upon the Tenderer for a period of **90** days, with a provision for extension upon mutual agreement, commencing from the date fixed for delivery of Tenders to the Employer and it may be accepted at any time before the expiration of this period.

16. DELIVERY OF TENDER

- 16.1** The tender shall be submitted in plain envelope or package with all joints property sealed with red sealed wax, without the identity of the Tender and shall be addressed to: **Louis Massignon**
P.O Box: 2314 - Abu Dhabi
United Arab of Emirates - Abu Dhabi
Tel: +971 2 444 80 85 / 75, Fax: +971 2 444 92 90

- 16.2** The envelopes or packages shall also be endorsed as follows:

Demolitions Tender
Lycée Louis-Massignon, Demolitions Tender Package

- 16.3** The Tender shall be deposited not later than 12 noon on the day stipulated in the invitation to tender letter.
- 16.4** Tenders will be opened in private at the convenience of the Employer.

17. TENDER EVALUATION

- 17.1** The Rates and Prices contained in the tender document will be examined prior to the awarding of the Contract in order to ascertain that the items are extended correctly at the rates quoted. Generally, should any error be found, the rate will remain unaltered and the extended amount will be corrected, unless there is an obvious typographical error in which case the more realistic figure shall be inserted. The total amount of the Tender shall be amended accordingly. Any or all corrections necessary may be made without reference to the Tenderer and the revised tender price shall be determined which shall be used for the purpose of comparison with other Tenderers.
- 17.2** Failure by the Employer or the Engineer to discover any error during the checking of the tender shall not entitle the successful Tenderer (or any other

Tenderer) to make a claim for payment against the error if it is subsequently discovered.

- 17.3** The Tenderer must be prepared to visit the Employer's Representative's offices during the period of Tender evaluation to clarify and/or amplify any part of his

SECTION 02- INSTRUCTIONS TO TENDERERS:

Tender in order to satisfy himself that he has carefully considered all matters affecting the execution of the work.

- 17.4** All costs in relation to these visits shall be borne by the Tenderer.

18. ACCEPTANCE

- 18.1** The Employer does not bind himself to accept the lowest or any Tender and will not state a reason for the acceptance or rejection of a Tender.

19. ADDRESS OF THE CONTRACTOR

- 19.1** The Tenderer shall state in his Tender the address to which all correspondence Concerning his Tender shall be addressed.

SECTION 03: INFORMATION TO TENDERERS

1. Project conditions, Specifications, Bill of Quantities and drawings.

1.1 The Tenderer is deemed to have fully acquainted himself with the extent and scope of work as defined in the tender documents hereunder:

VOLUME 1: Tender & Conditions of Contract.

VOLUME 2: Specifications.

VOLUME 3: Drawings & Photographs.

1.2 The tenderer will be required to confirm that he has inspected the project scope of works and shall provide conformation of such within the Form of Tender and Appendices Appendix "H".

SECTION 04: FORM OF TENDER & APPENDICES

FORM OF TENDER

NAME OF CONTRACT:.....

TO: Lycée Louis-Massignon
P.O Box: 2314 - Abu Dhabi
United Arabs Emirates

Gentlemen,

1. Having examined the Tender Documents, for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Tender Requirements, Contract Forms, Conditions of Contract, Specifications, Drawings, Bill of Quantities for the sum of UAE DIRHAMS.....
.....
.....(Dhs.....) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Appendices form part of our Tender.
3. We undertake, if our Tender is accepted, to commence the Works immediately following receipt of the Engineer's Commencement of the Works Certificate, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.
4. We agree to abide by this Tender for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of.....2015

Signature..... in the capacity of.....

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

(IN LLM)

Address.....

Witness.....

Address.....

SCHEDULE OF APPENDICES

This Schedule form a checklist against which the Tenderer shall confirm that he has completed the Appendices in this section, which is a necessary requirement of this tender document.

SCHEDULE OF APPENDICES

Tenderer to stamp and initial

- A. APPENDIX TO CONDITIONS OF CONTRACT
Tenderer to stamp and initial

- B. SCHEDULE OF TENDER BULLETINS & ADDENDA
Tenderer to stamp and sign

- C. CONSTRUCTION PROGRAMME
Tenderer to complete, stamp and sign

- D. METHOD OF CONSTRUCTION
Tenderer to complete, stamp and sign

- E. NAMES AND QUALIFICATIONS OF KEY PERSONNEL
Tenderer to complete, stamp and sign

- F. MANPOWER FOR PROJECT
Tenderer to complete, stamp and sign

- G. SCHEDULE OF PLANT AND SUPPLIERS
Tenderer to complete, stamp and sign

- H. STATEMENT OF SITE VISIT
Tenderer to complete, stamp and sign

- I. DETAILS OF TENDERERS JOINT VENTURE AGREEMENTS
Tenderer to complete, stamp and sign

- J. AUTHORISED SIGNATORY
Tenderer to provide, stamp and sign

- K. ANY OTHER INFORMATION REQUIRED TO CLARIFY THE TENDER
Tenderer to provide stamp and sign

TENDER APPENDIX A

Clauses

Commencement of work	41.1 immediately upon receipt of the Engineer's notice to Commence
Time for Completion, including mobilization	43.1 77 calendar days
Amount of liquidated damages	
Limit of liquidated damages	
Defects Liability Period	
Overheads and Profit on Variation	*20 % Contractor's Costs
Period of Interim Certificate	60.1 Monthly
Time for payment	6.10 Thirty (30) days from receipt by the Employer of the Engineers Certificate
Percentage of Retention	60.2 Ten (10) Percent

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix “B” SCHEDULE OF TENDER BULLETIN & ADDENDA

The tenderer shall schedule hereunder all issued tender correspondence, bulletins and addenda

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix “C” CONSTRUCTION PROGRAMME

The tenderer shall submit with his tender a fully detailed (level One) bar chart programme showing each element of every section of the works.

The programme shall show the salient dates applicable to all elements of work. The programme shall be separated into sections to show how the various elements of the works are to be integrated and shall incorporate the works of the Tenderer, and any sub-contractors whether nominated or otherwise.

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix “D” METHOD OF DEMOLITION

The tenderer shall detail below an outline of his proposed method of demolition which shall clearly define the sequence of demolition, the co-ordination of the works between that of the Tenderer, all other Package Contractors and Sub-Contractors whether nominated or otherwise and all other factors to allow the Engineer to properly evaluate the Tenderer’s proposal (Note: Additional pages may be added by the Tenderer if required).

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

METHOD STATEMENT:

1. General

The method used to do the demolition shall have the following objectives:

- The most safe way
- The most appropriate equipment to be used
- The fastest time of execution
- Satisfaction of the client

2. Safety

- Area where demolition works is proceeding shall be barricaded and non accessible for people.
- All workers shall wear safety shoes, helmet, gloves, goggles etc.

3. HSE

- General plan shall be made for environment protection
- Supervision for plan application.
- Water tanker shall be kept stand by to keep area wet where dust is produced.

4. MOBILIZATION

4.1 Mobilize appropriate personnel for proper execution.

5. METHOD OF CONSTRUCTION

5.1 Cable Dismantling

-Excavator is used for excavation until reaching the cable tiles.

The cable are exposed by labours using hand tools.

Then pulling the cable and cart away.

6. Conclusion

- General cleaning of the site and hand over to the concerned party.
- The sequence of demolition area shall be as indicated in the construction programme.

7. HANDING OVER

After demolitions, the Contractor will realize a general levelling of the ground to obtain a flat surface, with the exception of the possible excavations in the way of the pile foundations.

The leveling will be made without external materials, but with the existing ground site materials without waste

Appendix “E” NAMES AND QUALIFICATIONS OF KEY PERSONNEL

The tenderer shall detail below the names and qualification of the key personnel who shall be responsible for the project. These details shall include (but shall not be limited to) qualifications, relevant experiences and current position held within the Tenderer’s organization (note: Additional pages may be added by the tenderer if require).

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix “F” MANPOWER FOR PROJECT

The tenderer shall detail below the proposed manpower histogram for the entire duration of the project. This shall be broken down into both Staff and Manpower and shall identify separately that which he has currently available within his existing resources. The tenderer is to prepare this schedule in order that it mirrors that of his construction programme detailed in Appendix. (Note: Additional pages may be added by the tenderer if required).

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix “G” SCHEDULE OF PLANT AND EQUIPMENT

The tenderer shall detail below the make, model and year of manufacture of the major/ key items of plants and equipment he proposed 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).

Signed:

Duly authorized to sign: _____

for and on behalf of _____

Date: _____

Appendix “H” STATEMENT OF SITE VISIT / INSPECTION OF DRAWINGS

FROM:

TO:.....

1. We hereby confirm that we have visited and examined the site and the extent of the works and that we have no queries or qualifications on any matter concerning the tender in connection with prevailing site conditions and all requirements under the Contract Documents.
2. We hereby confirm that we have reviewed the Specification and drawings, as listed in section 00300 “Information Available to tenderers” and we fully conversant with the extent, nature and scope of works and that we have no queries or qualification s on any matters.

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix "I" CURRENT AND VALID TRADE LICENSE

The tenderer is to insert in this Appendix a copy of his current and valid trade license (Note: Additional pages may be the Tenderer if required).

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix “J” AUTHORIZED SIGNATORY

The tenderer is to insert in this Appendix a letter or copy of a Power of Attorney from the Company’s Owner confirming that the name and signature of the Company Representative inserted as required in this document is duly authorized to sign for and on behalf of the Company.

Signed:

Duly authorized to sign: _____
for and on behalf of _____

Date: _____

Appendix “K” ANY OTHER DOCUMENTATION REQUIRED TO CLARIFY THE TENDER

The tenderer is to insert in this Appendix any other documentation that the tenderer feels is necessary in support of the Tender and not covered in any preceding Appendices.

Signed:

Duly authorized to sign: _____

for and on behalf of _____

Date: _____

SECTION 05: GENERAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be Part I - General Conditions of the "Conditions of Contract (International) for Works of Civil Engineering Construction," (Fourth Edition, reprinted 1992 with further amendments), prepared by and obtainable from the Federation International des Ingenieurs-Conseils (FIDIC). The Contractor is deemed to be in possession of this document.

PART II - CONDITIONS OF PARTICULAR APPLICATION

The General Conditions shall be read in conjunction with the following Conditions of Particular Application which shall override or modify the General Conditions. (Clause references are to Part I: General Conditions).

Clause 1.1 : Definitions

(a)(i) Employer: Lycée Louis-Massignon, P.O.Box: 2314 - Abu Dhabi, United Arabs Emirates.

(a)(iv) Engineer: SEREX international, P.O.Box 26902, Abu Dhabi, United Arab Emirates.

(b)(i) Delete this Sub-Clause entirely and add:

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

Add new Sub-Clause:

(h) Month: Month means calendar month according to the AD Calendar.

Clauses 5.1: Language and Law

- a) The language in which the Contract Documents shall be drawn up is English.
- b) The Laws to which the Contract is subject shall be those of UAE.

Clause 6.3 : Disruption of Progress

Insert in line 1 after "give written notice" the words:
"of not less than twenty eight (**28**) calendar days"

Add new paragraph:

Failure to comply with this clause shall mean that the Contractor will not be entitled to any extension of time pursuant to this clause.

Clause 7.3 Responsibility Unaffected by Approval

In line 1 deletes the words "Sub-Clause 7.2" and insert the word "Sub-Clause 7"

Add new Sub-Clauses 7.4 to 7.9:

Clause 7.4 Contractor's Documents

The Contractor's documents related to the Permanent Works designed by the Contractor shall include such drawings, specification, technical documents, calculations and other information necessary to satisfy the Engineer as to the suitability and adequacy of the design, together with such documents required to satisfy all regulatory approvals, including all necessary as-built documents related thereto. Unless otherwise stated the Contractor's documents shall be written in the language for communications defined in Sub Clause 5.1 (Language/sand Law).

The Contractor shall prepare all Contractor's documents, and shall also prepare any other documents necessary to instruct the Contractor's personnel. The Employer's Personnel shall have the right to inspect the preparation of all these documents, whenever and wherever they are being prepared.

The Contractor's Documents which are to be submitted to the Engineer for review and/or for approval shall be submitted together with a notice as described below. In the following provisions of this Sub Clause, (i) "review period" means the period required by the Engineer for review and if required amendments to the Contractor's documents, further review as required, (if so specified) for approval, and (ii) "Contractor's Documents" exclude any documents which are not specified as being required to be submitted for review and/or for approval.

Each review period shall not exceed 10 days, calculated from the date on which the Engineer receives a Contractor's Document and the Contractor's notice. This notice shall state that the Contractor's Document is considered ready, both for review (and approval) in accordance with this Sub Clause and for use. The notice shall also state that the Contractor's Document complies with the Contract or the extent that it does not.

The Engineer may, within the review period, give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed (and, if specified, approved) in accordance with this Sub Clause within the review period, at the Contractor's cost.

For each part of the design works, and except to the extent that the prior approval or consent of the Engineer shall have been obtained

- (a) in the case of a Contractor's Document which has (as specified) been submitted for the Engineer's approval:
 - i.) the Engineer shall give notice to the Contractor that the Contractor's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract;
 - ii.) execution of such part of the Works shall not commence until the Engineer has approved the Contractor's Document; and
 - iii.) the Engineer shall be deemed to have approved the Contractor's Document upon the expiry of the review periods for all the Contractor's Documents which are relevant to the design and execution of such part, unless the Engineer has previously notified otherwise in accordance with Sub-paragraph (i)
- (b) execution of such part of the Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution;
- (c) execution of such part of the Works shall be in accordance with these reviewed (and, if specified, approved) Contractor's Documents; and
- (d) if the Contractor wishes to modify any design or document which has previously been submitted for review (and, if specified, approval), the Contractor shall immediately give notice to the Engineer. Thereafter, the Contractor shall submit revised documents to the Engineer in accordance with the above procedure.

Any such agreement (under the preceding paragraph) or any review (under this Sub-Clause or otherwise) shall not relieve the Contractor from any obligation or responsibility in the design and execution of these Works.

If the Engineer instructs that further Contractor's Documents are required, the Contractor shall prepare them in accordance with the Engineer's instructions at the Contractor's cost and within the time prescribed by the Engineer.

Clause 7.5 Contractor's Undertaking

The Contractor undertakes that the design of the Contractor's Documents the execution and the completed Works, together with all costs associated with the Engineer's review, approval and all submission's for Authority approval, shall be deemed to be included in the Contract Price, and executed within the Time for Completion included in the programme submitted by the Contractor pursuant to Sub-Clause 14.1 and in accordance with the documents forming the Contract and Laws of Abu Dhabi.

No extension to the Time for Completion or additional cost shall be granted to the Contractor for any delays which may arise out of these Contractor designed works.

All costs incurred by the Engineer related to such Contractor design elements of the Works, including those associated with submitting designs for the approval of Authorities shall be borne by the Contractor and subject to set-off under the provisions of Sub-Clause 76.1 the General Conditions of Contract.

Clause 7.6 Technical Standards And Regulations

The design, the Contractor's Documents, the execution and the completed Works shall comply with all of Abu Dhabi's technical standards, building and construction laws applicable to these Works and other standards applicable or defined by the applicable Laws of Abu Dhabi.

All these Laws shall, in respect of the Works and each Section, be those prevailing when the Works or Section are taken over by the Employer under Clause 48.2 [taking Over of Sections or Parts].

References in the Contract to published standards shall be understood to be references to the edition applicable at the Commencement Date of the Contract unless stated otherwise.

If changed or new applicable standards come into force in Abu Dhabi and United Arab Emirates after the Commencement Date of the Contract, the Contractor shall give notice to the Engineer and (if appropriate) submit proposals for compliance. In the event that the Engineer determines that compliance is required, the Contractor shall carry out all works related thereto which shall be value in accordance with Sub-Clause 70.2.

Clause 7.7 As-Built Documents

The Contractor shall prepare and submit for the Engineer's review under Clause 7.4 (Contractor's Documents) a complete set of all as-built records. In addition the Contractor shall keep-up to date, a complete set of as-built records of the design and execution of these works, showing the exact as built locations, size and details of the works as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies of these as-built records shall be provided by the Contractor to the Employer, prior to the issue of the Taking-Over Certificate for that Section of the Works issued pursuant to Sub-Clause 48.2 (Taking Over of Sections or Parts).

The Contractor will prepare a as built" drawing showing all the connection points of existing (water, electricity, drains).

The possible pile foundations will be marked and their positions dimensioned on the drawings
The plan will be given in three hard copies and one soft copy (CAD drawings).

The Works shall not be considered to be completed for the purposes of taking over until the Employer has received these documents.

Clause 7.8 Design Error

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.

Clause 7.9 Collateral Warranty

The Contractor shall within a period of 14 days of a request by the Employer enter into a Collateral Warranty in favor of the Employer's successors in title and assigns and any funding institutions, banks, mortgages and other persons as may be involved in the provision of financing for or in connection with the development of the Works or the Site, and any management company of the development, purchasers and/or any tenants of the Site or the development and/or any parts thereof. This Collateral Warranty shall be in the format included under the Annexure to this document forming the Contract or such format the Employer may reasonably require.

Clause 10.1: Performance Security

Add new paragraph:

If the value of the Contract Price increases by more than 10%, for any reason, the Contractor must immediately provide the Employer with a further Performance Bond. if requested by the Employer and at the cost of the Employer, for 10% of the amount of the increase in the Contract Price.

Clauses 14.1 and .2: Programme to be submitted

Delete Clauses 14.1 and 14.2 in their entirety and substitute.

- 14.1 Within seven (7) days after the acceptance of his Tender the Contractor shall submit to the Engineer for his approval a critical path analysis programme, prepared by computer, showing the order of procedure, and method, in which he proposes to carry out the Works, in the form of a construction progress bar chart supplemented by a written narrative explaining the Contractor's arrangements for carrying out of the Works, including a description of the Construction Plant and Temporary Works which the Contractor intends to supply, use, or construct, as the case may be.
- 14.2 If at any time, it should appear that the actual progress of the works dose not conform to the approved programme referred to in sub-clause 14.1 The Contractor shall provide such detailed programmes, drawing schedules, delivery schedules and progress reports as may be reasonably requested by the Engineer.

Renumber Clause use 14.3 to 14.4 and 14.4 to 14.5. Add new Clause 14.3:

The Contractor shall submit monthly updates of the construction progress schedule to the Engineer's Representative for review. In addition to the bar chart, the Contractor shall provide a narrative report on the construction progress and shall particularly note conditions that may delay progress of the Works. In the event of such delays, he shall describe action proposed to overcome the adverse conditions to maintain the planned construction schedule. If, in the opinion of the Engineer, the Contractor falls behind the progress schedule, the Contractor shall take steps as necessary to improve the progress and shall submit for review, revised schedules to demonstrate that the rate of progress will be regained without cost to the Employer.

Clause 20.4 : Employers Risks

Delete Sub-Clauses (f), (g) and (h). Add new Clause 20.5:

The Contractor shall be deemed to have responsibility for all the Risks not stated under the Employer's Risks in Sub-Clause 20.4.

Clause 21.1 Insurance of Works. etc. Add at end of clause:

The Policy or policies of insurance shall be endorsed by the insurer stating its compliance with the terms of this clause.

Clause 23.4 : Endorsement of Policy

Add new Clause 23.4:

The Policy or policies of insurance shall be endorsed by the insurer stating its compliance with the terms of this clause.

Clause 26.1: Giving of Notices and Payments of Fees

Add at the end of the Clause:

"The Contractor shall allow in his tender price the costs of such fees".

Clause 34.1: Compliance with Local Labour Laws

Add new Sub-Clauses as follows

Clause 34.2: Control of Contractors' Workmen

The Employer at his own discretion may require the Contractor to remove and replace any of his staff or labor. The Contractor shall replace such person or persons as soon as possible with other suitably qualified, experienced and competent person or persons. The Contractor shall bear all costs in complying with this requirement

Clause 34.3: Supply of Water

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

Clause 34.4: Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

Clause 34.5: Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arm or ammunition of any kind or permit or suffer the same as aforesaid.

Clause 34.6: Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labor have due regards to all recognized festival, days of rest and religious or other customs.

Clause 34.7: Epidemics

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

Clause 34.8: Disorderly Conduct.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labor and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

Clause 34.9: Labour Laws

The Contractor shall comply with all Labor Laws as from the date of their enactment and shall not be able to claim exemption from them.

Clause 34.10: Observance by Subcontractors

The Contractor shall be responsible for observance by his Subcontractors of the requirements of this Clause.

Clause 34.11: Compliance

The Contractor shall be deemed to have included in his Tender for compliance with any local labour legislation in force.

Clause 35.1: Returns of Labour and Contractor's Equipment

Add new clauses as follows:

Clause 35.2: Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

Clause 35.2: Reporting of Accidents

The Contractor shall report to the Engineer details of any accident on or about the Site or in connection with the execution of the Works, as soon as possible and, in any event within 24 hours after its occurrence. The Contractor shall also report any such accident to the appropriate authority whenever such report is required by law. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

Clause 40.1 Suspension of Work

At the end of the Clause, add:

The Contractor shall not be entitled to suspend the Works, (except as provided for by Sub-Clause 69.4) unless ordered to do so by the Engineer.

Clause 44.2 : Contactor to provide Notification and Details

At Sub-Clauses (a) and (b) delete "28" in the first line and substitute "14"

At the end of Sub- Clause 44.2 (b) add:

In order to determine the amount of such extension, the Engineer may request that the Contractor (' prepare a 'Time Impact Analysis' for adjustment of the required Completion Dates identified in the Appendix to Tender. The 'Time Impact Analysis' shall define the extent of

adjustment, and the basis thereof, in a form acceptable to the Engineer and shall include but shall not be limited to:

- a. Identification of activities which will require change; and
- b. An analysis of how float has been used to minimize the additional time required.

The 'Time Impact Analysis' shall indicate the date(s) any extra or additional work or other special circumstances occurred, the status of the work at that time, and the resultant impact on the required Completion dates.

If the Contractor does not submit a 'Time Impact Analysis' and provide such additional supporting information as the Engineer may require within the specified time or within fourteen (14) calendar days after being requested to do so by the Engineer, whichever is earlier, the Engineer will determine the extension of time for completion, if any.

Clause 45.1: Restriction on Working Hours

Delete the Clause in its entirety and substitute:

None of work shall be carried on during the official working hour without formal permit from relevant authorities.

Provided that the provisions of this Clause shall not be applicable in the case of any work deemed necessary by the Employer due to the urgency of the Works, and/or which is customary to be carried out in multiple shifts.

Add new Clause:

Clause 45.2: Overtime of Engineer and Others

In the event that the Engineer, Engineer's Representative or any of their assistants appointed pursuant to Clause 2, or the Employer, Employer's Representatives or other consultants, are obliged to do additional work or supervise the Contractor's operations in excess of 10 hours per working day, or on Fridays or declared Public Holidays in Abu Dhabi, the cost to the Engineer, the Employer, Employer's Representatives or other consultants of such overtime as shall be stipulated in the Contract and shall be agreed between the Employer and the Contractor and approved by the Engineer. Payment will be made to the Engineer, the Employer, Employer's Representatives or other consultants by the Employer who shall deduct the agreed amount from monies certified by the Engineer's payment certificate as being due to the Contractor.

Clause 51.2 Instructions for Variations.

Delete second sentence of Clause.

Clause 52.3 Variations Exceeding 15 per cent

Delete this Clause.

Clause 52.4 : Daywork Add new paragraph:

Add new Clause:

Notwithstanding Sub-clause 52.4, except in instances of emergency work endangering life and property, it shall be a condition precedent for payment of daywork, that the Engineer issues a written instruction to the Contractor authorizing the work to be carried out under the provisions of this sub-clause, prior to commencement of the said works.

Clause 55.1 Quantities

Delete this Clause : it is a global fixed price.

Sub-Clause- 55.2: Error in Bill of Quantities

Delete this Clause: it is a global fixed price.

Clause 56.1: Work to be measured

Delete this Clause:

Clause 57 Method of Measurement

Delete Clause 57 .1 and substitute: Not Applicable

Clause 59: Nominated Sub-Contractors

Delete Clause 59 in its entirety.

Clause 67.3: Arbitration

Delete Sub Clause 67.3 and substitute with: Any dispute in respect of which:

- a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub- Clause 67.1, and
- b) Amicable settlement has not been reached within the period stated in Sub-Clause 67.2

Shall be finally settled, under the current Rules of Arbitration and Conciliation of the Abu Dhabi Chamber of Commerce and Industry, by an Arbitral Tribunal which shall

consist of three members, one member being appointed by each party within 42 days of one party receiving a written notice from the other party to commence Arbitration proceedings. The third member shall be mutually chosen by the first two members and shall chair the Tribunal and issue its decision which shall be by a majority vote and shall be binding on both Parties. If either party fails to appoint an arbitrator within the appointed time, or if a decision as to the appointment of the third member cannot be reached within 28 days from the last date of the appointment of the member by the Parties, the matter of appointment of such members(s) shall be referred by either party to the Abu Dhabi Chamber of Commerce and Industry. The said Arbitral Tribunal shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

Neither party shall be limited in the proceedings before such Arbitral Tribunal to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 67.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the Arbitral Tribunal on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works, provided 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.

All costs of arbitration shall initially be shared equally between the parties, but the Arbitral Tribunal shall have the right when making its award to allocate such costs between the parties as it shall think fit.

Clause 67.5 Settlement of Disputes and Arbitration

Add new Clause 67.5:

The law governing the procedure and administration of any arbitration instructed pursuant to clause 67.3 shall be the law of UAE and Abu Dhabi.

Clause 70.1: Increase or Decrease of Costs

Delete the wording of Clause 70.1 and substitute the following:

The Contract Price is fixed and no adjustment will be made in respect of fluctuation in the cost of Plant, Labor, Materials or any other matters affecting the Contractor's cost of executing the Works.

Clause 72.1: Rate of Exchange

Delete Clause 72.1 and substitute the following:

The Employer will make payment to the Contractor in UAE Dirhams only.

Add the following Clauses

Clause 73: Taxation

73.1 The Contractor will be required to pay all Statutory Taxes, Dues and Fees which are in existence at the date of Tender or which may be introduced or amended during the Contract Period.

73.2 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 come into effect subsequent to the date of Tender.

73.3 The Contractor shall pay all Government and Municipal Taxes including road taxes and vehicle registration fees, demolition permit and inspection charges and any taxes, which may in the future be levied on the Contractor-

Clause 74.1: Supply Everything Necessary

The Contractor shall supply everything necessary for the proper execution of the Works within the contract period. The Contractor is fully responsible for obtaining sufficient labour, plant and materials including water and electricity for completing the work within the contract period. No extension of time will be given in the event of his failure to do so.

Clause 75.1: Bribery

Any commission, advantage, gift, gratuity, reward of bribe given, promised or offered by, or on behalf of, the Contractor, or his agent, or servant, or any other person on his, or there, behalf to the Employer, or to the Engineer, or to the Engineer's Representative, or to any of their respective members, officers, servants, advisors, agents or employees, or to any of them in relation to the obtaining or to the execution of this or any other Contract with the Employer, may, in addition to any criminal liability which may thereby be 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 from such cancellation. The Employer shall be entitled, upon a Certificate in writing of 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.

Clause 77.1: Advertising

No photographs or publicity of the site, or of the Works, or any part thereof, shall be allowed except with the permission in writing of the Engineer and no such photographs or other materials shall be published or otherwise circulated without similar permission.

Clause 78.1: Complying with Regulations

The Contractor shall comply with all building regulations and all other regulations, bylaws, rules or orders made by any Local or Statutory Authority which has any jurisdiction with regard to the Works or with whose systems the same or will be connected. The Contractor shall give all notices and obtain all approval required by the said Local or Statutory Authorities and the Contractor shall pay and indemnify the Employer against all liabilities in respect of all costs, fees or charges in connection therewith.

Clause 79.1: Final Approval from Authorities

The Contractor shall complete the Works to the satisfaction of all Government Departments.

Clause 80.1: Details Confidential

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.

Clause 81.1: Declaration against Waiver

The condition 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 effect or be construed as a waiver of the Employer's rights, power and remedies under the Contract in respect of any other breach or breaches as aforesaid.

Clause 82.1: Use of Site

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.

(c) The Contractor shall maintain access for inspection, operation.

(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) Reasonable access around the Site shall be maintained for the use of the occupants of adjoining land and properties.

Clause 83.1: Indemnity to the Employer's Officials & Engineer

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 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.

Clause 84.1: Interference with Works

The Contractor shall not interfere in any way with 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 whether in the Contract or in the Engineer's Instructions.

The Engineer may in his discretion deduct any sums due to interference with Works, 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 of payment following the issue of his Maintenance Certificate or may be recovered by the Employer as a debt 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 professed to be the final certificate.

Clause 85.1 Sums due to the Employer

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 in a condition precedent at any right arising in the Employer in respect of such. The Engineer may, at his discretion and after giving notice to the Contractor, deduct any sums ascertained and determined by him as due to the Employer from the amount of any certificate.

Clause 86.1 Engineer not Arbitrator

In measuring, valuing, deciding or certifying, the Engineer is not intended to act as arbitrator but as an Engineer acting by his skill and from his knowledge of any fact and incidents connected with the works and, insofar as any facts are not within his own knowledge he shall be at liberty to inform himself by enquiring of the Engineer's Representative and other.

Clause 87.1: Members of Employers Staff. etc. not personally liable

Members of the Employer's staff, the Engineer and the Engineer's Representative and their staff shall not be in any way personally liable for the acts or obligations under the Contract neither shall they be 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.

Clause 88.1: Fire Precautions

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.

Clause 89.1: Care of Site

The Contractor shall take particular care to protect the Site and the surrounding area from damage of any kind. The Contractor shall ensure that his personnel, vehicles, plant, etc. and those of his sub-contractors and suppliers do not stray beyond the working area, as defined by the Engineer, and the authorized routes around the Site.

Clause 90.1: Land

In so far 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 cost 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.

The Contractor shall not disturb or pull down any tress. wall or building within the Site without the written consent of the Engineer after approval by the Employer.

Clause 91.1: Statement of Guarantee of the Works

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 Maintenance Certificate. The Contractor shall indemnify the Employer for any loss or damage arising from breach of this guarantee.

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, to 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.

Clause 92.1: Safety of Construction

Delete the wording of Clause 92.1 and substitute the following:

The contractor under Clause 48 for the safety of the construction and for any default or defect resulting from the execution, irrespective of the final handover certificates and the return of any insurance policy to him. He shall also be held responsible for any default that may be discovered after the final handover.

CONTRACT AGREEMENT FORM

This Agreement made the.....day of..... 2015

Between of : (hereinafter called "the Employer") of the one part,

And of :(hereinafter called "the Contractor") of the other part

Whereas the Employer desires that the demolition of existing building should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein for tender price of:

UAE Derhams:.....AED

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The Letter of Tender dated
 - (b) The Conditions of Contract
 - (c) The Specification
 - (e) The Drawings, and
 - (f) The Photographs.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and

SIGNED by **Employer**:
for and on behalf of the Employer in the presence
of

In the presence of:
Designation:
Address:
Date:

SIGNED by **Contractor**:
for and on behalf of the Employer in the presence
of

In the presence of:
Designation:
Address:
Date