

Clauses	Description of Subject Matter	Employer	Engineer	Contractor	Remarks
2	Interpretation				
2.1	Providing instruction to clarify queries about the General Conditions of Contract (GCC)		Obligation		
3	Language and Law				
3.1	Law governing the Contract	Obligation	Obligation	Obligation	It gives the legal framework of the Contract
4	Engineer's Decision				
4.1	Deciding on contractual matters between the Employer and the Contractor		Obligation		
	Representing the Employer		Right		
5	Delegation				
5.1	Delegating duties and responsibilities		Right		
6	Communications				
6.1	Communicating in writing	Obligation		Obligation	
7	Subcontracting				
7.1	Subcontracting Works by securing prior approval from the Engineer			Obligation	
	Approving subcontracting		Right		
8	Other Contractors				
8.1	Cooperating and sharing the Site with			Obligation	

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	other Contractors, public authorities, utilities, and the Employer				
	Providing with facilities for other Contractors			Obligation	
	Modifying Schedules of other Contractors	Right			
	Notifying such modifications to the Engineer	Obligation			
9	Personnel				
9.1	Employing key personnel named in the Schedule of Key Personnel		Right		
	Employing other personnel with the approval of the Engineer			Obligation	
	Approving the replacement of Key Personnel		Right		
9.2	Asking the removal of the Contractor's personnel, on the ground of misconduct of the Personnel		Right		
	Ensuring the removal of such Personnel			Obligation	
10	Employer's and Contractor's Risk				
10.1	Carrying the risks designated as Employers risks	Obligation			
	Carrying the risks designated as Contractor's risks			Obligation	
11	Employer's Risks				

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11.1	Lists of Employer's risks	Obligation			The risks are related to injury to persons, damage to property and to the Works excluding the Contractor's responsibility
11.2	Time framework for the obligation: from the Completion Date until the Defects Correction Certificate been issued	Obligation			
12	Contractor's Risks				
12.1	Risks excluding risks of the Employer			Obligation	Responsible for injury to person, damage to property, to Works, Materials and Plant and Equipment
	Responsible from the Start Date until the Defects Correction Certificate been issued by the Engineer			Obligation	
13	Insurance				
13.1	Providing insurance cover for risks responsible for it			Obligation	
	Ensuring the insurance cover from the Start Date until the end of Defects Liability Period			Obligation	
13.2	Delivery of insurance policies for the approval of the Engineer			Obligation	Before Start Date
	Approving policies and certificates		Right		

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	Assuring compensation to be payable in the types and proportion of currencies			Obligation	
13.3	Arranging the insurance by the Employer at the cost of the Contractor	Right			If the Contractor fails to provide same
	Deducting from any monies due to the Contractor			Remedial Right	
13.4	No alteration of the terms of the insurance without the approval of the Engineer		Right	Obligation	
13.5	Complying with any conditions of the insurance	Obligation		Obligation	
14	Site Investigation Reports				
14.1	Relying on any Site Investigation Reports			Obligation	
15	Queries about the Special Conditions of Contract (SCC)				
15.1	Clarifying queries on the SCC		Obligation		
16	Contractor to Construct the Works				
16.1	Constructing and installing the Works, as per the Specification and Drawings			Obligation	
17	The Works to be Completed by the Intended Completion Date (ICD)				
17.1	Completion of the Works by the ICD			Obligation	
18	Approval by the Engineer				
18.1	Submitting the design for Temporary			Obligation	

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	Works for the approval for the Engineer				
	Approving the Temporary Works		Right		
18.2	Taking design responsibility for Temporary Works			Obligation	
	Approval of the Temporary Works by the Engineer		Right		
18.3	No alteration of responsibility by approval of the Engineer			Obligation	
18.4	Obtaining approval of third parties for the design of Temporary Works			Obligation	If required
18.5	Submitting drawings for the approval of the Engineer			Obligation	Both for Permanent Works and Temporary Works
19	Safety				
19.1	Assuring the safety of all activities on the Site			Obligation	
20	Discoveries				
20.1	Notifying the discovery of historical and other significant value to the Engineer			Obligation	
	Instructing the Contractor how to manage the discoveries		Right		
	Complying the instruction of the Engineer			Obligation	
21	Possession of the Site				
21.1	Giving possession of the Site to the Contractor	Obligation			

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	Presumption of delay against the Employer	Obligation			
22	Access to the Site				
22.1	Allowing access to the Engineer and any other persons authorized by the Engineer			Obligation	
	Authorizing the Contractor for such purpose		Right		
23	Instructions				
23.1	Carrying out of all instructions of the Engineer			Obligation	
24	Disputes				
24.1	Referring the disputes to the Adjudicator, within 14 days of the Engineer's decision	Right		Right	
25	Procedure for Disputes				
25.2	Sharing the fee and reimbursable of the Adjudicator equally and jointly	Obligation		Obligation	
	Referring the decision of the Adjudicator within 28 days from the Adjudicator's decision	Right		Right	
	To be bound by the decision of the Adjudicator, if the decision of same were not referred to arbitration	Obligation		Obligation	
25.3	Conduction the arbitration	Obligation		Obligation	

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26	Replacement of Adjudicator				
26.1	Replacing the Adjudicator	Right		Right	
	Jointly appointing a new Adjudicator	Right		Right	
	Designating a new Adjudicator by an Appointing Authority, in case of disagreement	Right		Right	
27	Program				
27.1	Submitting a program for approval by the Engineer			Obligation	
27.3	Submitting an updated program for the approval of the Engineer			Obligation	
	Withholding a payment, if an updated program not submitted by the Contractor		Right		
	Continuation of withholding payment until the next program		Right		
27.4	Approval of program by the Engineer, no effect on the obligation of the Engineer			Obligation	
	Observing the contents of the revised Program			Obligation	It shall show the effects of Variations and Compensation Events
28	Extension of the Intended Completion Date				
28.1	Extending the Intended Completion Date(ICD), If the Compensation Events(CE) occurred or Variation		Right	Right	

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	issued				
28.2	Deciding on the extension of ICD within 21 days from request by the Contractor		Obligation		
	Submitting full supporting information to the Engineer (upon the effect of CE or Variation instruction)			Obligation	
29	Acceleration				
29.1	Wishing the finishing of the Works before the ICD		Right		
	Obtaining priced proposal from the Contractor		Right		For acceleration measure
	Adjusting and confirming the new ICD		Right /Obligation	Right/Obligation	
	Acceptance or rejection of the proposal		Right		
30	Delays Ordered by the Engineer				
30.1	Instructing to delay the start or progress of the activities		Right		
31	Management Meetings				
31.1	Requiring to attend a management meeting by the Contractor or the Engineer		Right		
31.2	Recording and providing copies of the meeting (also to the Employer)	Right	Obligation	Right	
	Deciding on the actions to be taken by the Employer or by the Contractor		Obligation		

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32.	Early Warning				
32.1	Warning the Engineer of specific likely future events or circumstance that may adversely affect the quality, increase the Contract Price or delay			Obligation	
	Requiring the Contractor to provide an estimate of the expected effect of the events on the Contract Price and Completion Date		Right		
	Providing the estimate as soon as reasonably possible			Obligation	
32.2	Cooperating with the Engineer to avoid or reduce the effects of events			Obligation	
33	Identifying Defects				
33.1	Checking the Works and notifying any defects to the Contractor		Right		
	Instructing the Contractor to search for a defect		Right		
	Instructing the Contractor to uncover and test any work that the Engineer considers may have a defect		Right		
34	Tests				
34.1	Instructing the Contractor to carry out		Right		
	tests not specified in the Specification				
	Carrying out the instruction			Obligation	

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	Effects of carrying out the tests				
	Defects observed: - Covering the costs by the Contractor No defects observed - Considering the test as Compensation Event			Obligation Remedial Right	
35	Correction of Defects				
35.1	Giving notice to the Contractor of any defects before the end of Defects Liability Period(DLP)		Right		
	Correcting the notified Defect within the time specified in the notice			Obligation	
36	Uncorrected Defects				
36.1	Assessing the cost of having the defects corrected, if the defect uncorrected by the Contractor		Right		
	Paying the cost of the correction			Obligation	
37	Bill of Quantities or Activity Schedule (Quantity Based Vs. Lump Sum)				Alternative types of contract under the conditions of contract
37.4	Providing updated Activity Schedules within 14 days of being instructed to by the Engineer			Obligation	
37.5	Showing delivery of Materials to the Site separately on the Activity			Obligation	If payment on Materials on Site shall be made separately

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	Schedule				
39	Variations				
39.1	Inclusion of Variations in the updated Program			Obligation	Consider the type of contract
40	Payment for Variations				
40.1	Providing with quotation for carrying out the Variation			Obligation	
	Assessing the quotation before the variation ordered		Obligation		
40.2	Using the rate in the BOQ to calculate the value of Variation		Right		For ad' measurements contracts
	Quoting in the form of new rates for the relevant item of work,			Obligation	If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the BOQs
40.3	Ordering the variation and making a change to the Contract Price, if the Contractor's quotation is unreasonable		Right		Both for admeasurements and Lump Sum Contract
40.4	Deciding that the urgency of varying the work would prevent a quotation being given and considered without delaying the work		Right		Both for admeasurements and Lump Sum Contract
	Effect of the decision: No quotation by the Contractor and treating the Variation as Compensation Event			Remedial Right	Both for admeasurements and Lump Sum Contract

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40.5	Entitlement to no additional payment for costs, if the Contractor fails to give early warning			No remedial Right	Both for admeasurements and Lump Sum Contract
41	Cash Flow Forecasts				
41.1	Providing an updated Cash flow forecast			Obligation	
42	Payment Certificates				
42.1	Submitting monthly statements of the estimated value of the Works executed			Obligation	
42.2	Checking the Statement and certifying the Payment		Obligation		
42.3	Determination of the value of the Works		Right		
42.5	Valuation of the value of the work executed including Variations and Compensation Event		Obligation		
42.6	Excluding any items certified by the Engineer, due to latter information		Right		
43	Payments				
43.1	Paying the Contractor the amounts certified by the Engineer within 30 days of each certificate	Obligation			
	Getting payment of interest for late payment, in the next payment			Remedial Right	
44	Compensation Events-CE				
44.1	Declaration of CE			Obligation	

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44.2	Deciding by the Engineer on the additional Contract Price and on the extension of time to the ICD		Obligation		
44.3	Providing information demonstrating the effect of CE up on the Contractor's forecast cost			Obligation	
	Assessing the situation and adjusting the Contract Price		Obligation		
44.4	No entitlement to compensation, in not giving early warning			No Remedial Right	
45	Tax				
45.1	Not adjusting the Contract Price , if taxes, duties and other levies are changed that affect the Contract Price	No Obligation		No remedial Right	
47	Price Adjustment				
47.1	Adjustment of price, if allowed under the Special Conditions of Contract(SCC) by applying the respective price adjustment factor			Remedial Right	
47.2	Submission (with its Bid) tabulation of Weightings and sources of Indices, subject to the approval of the Engineer			Obligation	
48	Retention				
48.1	Retaining from each payment due to the Contractor	Right			
48.2	Releasing half of the retained money to the Contractor	Obligation		Right	

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	Releasing the remaining half of the retained money upon the expiry of the DLP, provided all the defects have been remedied	Obligation		Right	
48.3	Substituting the retention money with an 'on demand' Bank Guarantee			Right	
49	Liquidated Damages				
49.1	Paying Liquidated Damages(LD) at the rate per day stated in the SCC			Obligation	
	Deducting the LD from the payments due to the Contractor	Remedial Right			
49.2	Correcting any overpayment of LD by adjusting the next payment certificate, if the ICD is extended after the LD have been paid		Obligation		
	Entitlement to interest for such overpayment			Remedial Right	
50	Bonus				
50.1	Getting bonus at the rate per calendar day stated in the SCC for each day that the completion is earlier than the ICD			Right	Less any days for which the Contractor is paid for acceleration
51	Advance Payment				
51.1	Making advance payment	Obligation			
	Providing unconditional Bank Guarantee			Obligation	
	Keeping the Guarantee valid and			Obligation	

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	effective until the advance payment fully repaid				
	Reduction of the amount of the Guarantee by the amount repaid by the Contractor			Right	
	Paying no interest for the advance payment			Right	
51.2	Using the advance money only to pay for Equipment, Plant and Materials and mobilization expenses			Obligation	
	Providing evidence that the advance money has been used for the purpose intended			Obligation	
51.3	Repaying the advance money from payments due to the Contractor			Obligation	
	Deducting from monies due to the Contractor	Right			
52	Securities				
52.1	Providing Contract Securities to the Employer no later than 15 days after receipt of the Letter of Acceptance			Obligation	
	Providing Performance Bond by the Domestic Contractors			Right	
	Providing Performance Bank Guarantee by the international Contractors			Obligation	
	Making the security valid until a date of issue of the Certificate of Completion			Obligation	In case of a Bank Guarantee

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	Making the security valid until one year from the date of issue of the Certificate of Completion			Obligation	In the case of a Performance Bond
53	Day works				
53.1	Using Day work for small additional work, if with the approval of the Engineer			Right /Obligation	
53.2	Recording all work to be paid for as Day works on forms approved by the Engineer			Obligation	
	Verifying and signing the completed form within 2 days of the Day work being done			Obligation	
54	Cost of Repairs				
54.1	Remedying loss or damage to the Works or Materials provided the loss or damage arises from the Contractor's acts or omissions			Obligation	
55	Completion				
55.1	Requesting the Engineer to issue a Certificate of Completion (CC)of the Works			Right	
	Issuing a CC upon deciding that the Works have been so completed		Obligation		
56	Taking Over				
56.1	Taking Over of the Works and the Site	Obligation			

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	within 7 days of the Engineer's issuing a CC				
57	Final Account				
57.1	Supplying a detailed account of the total amount payable under the Contract before the end of the DLP			Obligation	
	Issuing a Defects Liability Certificate(DLC) and certifying any final payment due to the Contractor		Obligation		
	Issuing a Schedule that states the scope of the corrections or additions that are necessary(if DLC not issued)		Right		
	Deciding on the amount payable to the Contractor by issuing payment certificate		Right		If the Final Account resubmitted by the Contractor found unsatisfactory
58	Operating and Maintenance Manual				
58.1	Supplying 'as-built' Drawings and/or Operating and Maintenance manuals			Obligation	If required by the dates specified in the SCC
58.2	Withholding of payment for not submitting the said documents by the Contractor		Right		
59	Termination				
59.1	Terminating the Contract for fundamental breach of Contract caused by the Contractor	Right			

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	Terminating the Contract for fundamental breach of Contract caused by the Employer			Right	
59.2	List of fundamental breach of the Contract by the Contractor or by the Employer	Right		Right	
59.3	Giving notice to the Engineer for the grounds of termination other than specified in the Contract	Obligation		Obligation	
	Deciding whether or not the breach is fundamental		Obligation		
59.4	Terminating the Contract for convenience	Right			
59.5	Stopping the work making the Site safe and secure and leaving the Site				If the Contract is terminated
60	Payment upon Termination				
60.1	Issuing a certificate for the value of work done and Materials ordered		Obligation		In case of termination due to the Contractor
	Applying no additional LD		Obligation		
60.2	Issuing a certificate for the value of work done, Materials ordered, reasonable cost of removal of Personnel, Costs for protecting and securing the Works, less advance payment		Obligation	Right	
61	Property				

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61.1	Taking presumption in favor of the Employer that all Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be the property of the Employer	Right			
62	Release from Performance				
62.1	Certifying that the Contract has been frustrated		Obligation		<i>Grounds of Frustration:</i> outbreak of war or any other event entirely outside the control of the parties
62.2	Making the Site safe and stopping the work quickly as possible after receiving from the certificate from the Engineer			Obligation	
	Getting payment for all work carried out before receiving the certificate and for any work carried out afterwards to which a commitment was made			Remedial Right	