TENDER DOCUMENT

(INSTRUCTION TO THE TENDERERS, CONDITION OF CONTRACT, FORM OF TENDER & AGREEMENT)

VOLUME – 1B



PROJECT	**:**	**PROPOSED MIXED USE (RESI. + RETAIL) BUILDING G+2P+8+R**
CLIENT	**:**	**NBCC OVERSEAS REAL ESTATE L.L.C**
LOCATION	**:**	**ON PLOT NO. IC1-CTYL-16_013 AT WARSAN 1-621, DUBAI, U.A.E.**
DATE	**:**	**NOVEMBER 2026**

एन बी सी सी NBCC (INDIA) LTD.
NBCC OVERSEAS REAL ESTATE LLC

ايدماك للاستشارات الهندسية
EDMAC ENGINEERING CONSULTANT

VOL-1 B

ITT, CONDITIONS OF-CONTRACT

O/o NBCC Overseas Real Estate LLC

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INSTRUCTIONS TO TENDERER

1.0	**Fixed Price Single Percentage** open tenders are invited in hard copy from experienced and eligible Contractors for ***Execution, Construction, Completion, one year Maintenance and remedying defects during Defect Notification Period for NBCC Al Jawhara i.e. Proposed G+2P+8+R (Resi. + Retail) Mixed use Building on plot No. IC1-CTYL-16_013 at Warsan 1-621, UAE*** for ***NBCC Overseas Real Estate L.L.C*** **(hereinafter referred as NBCC)** *a*s shown on the drawings or directed by the Engineer.
2.0	The work is estimated to cost AED 36,000,000.00 excluding VAT.
3.0	The tender document as uploaded can be seen from the website https://nbcc.enivida.com/ or www.eprocure.gov.in and can be downloaded free of cost.
4.0	**Earnest Money Deposit** Earnest Money Deposit of amount as mentioned in "NIT" required to be submitted along with the tender and shall be in the following form **Form**: • Manager Cheque or • EMD can be submitted online from bank located in DUBAI. The details of **NBCC OVERSEAS REAL ESTATE L.L.C** account is as mentioned below: **Account Name : NBCC OVERSEAS REAL ESTATE L.L.C** **Bank Name** : Bank of Baroda **Account no** : 90010200035561 **Customer ID** : C94011563 **Validity**: 180 Days The EMD shall be payable to NBCC without any condition(s), recourse or reservations. 1. The Bid will be rejected by NBCC as non-responsive and shall not be considered in case EMD is not received of the requisite amount in the form mentioned above. 2. The EMD of unsuccessful bidders in technical evaluation shall be returned within 30 days of declaration of technical evaluation results. Further, the EMD of bidders other than L-1 will be returned within 30 days, after opening of Financial Bid. 3. The EMD of the successful bidder will be discharged after the

	contractor has furnished the required acceptable Performance Guarantee/ Security. 4. No interest shall be paid by NBCC on the EMD. 5. **EMD shall be forfeited in case of:** a. If a bidder withdraws the bid after bid opening during the period of validity; b. If, any unilateral revision in the offer is made by the bidder during the validity of the offer. c. If the Contractor hides/withholds (or does not disclose) any material information. d. Upon non acceptance of LOI/LOA, if and when placed e. In the case of a successful bidder ; if the bidder fails to Sign the Agreement within the 28 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract. f. If the bidder furnishes any incorrect or false statement/information/document. g. If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and/or name of bidder's near relative who is posted in the project office/concerned office of NBCC Overseas Real Estate LLC
5	Interested contractor who wish to participate in the tender has also to make following payments within the period of tender submission: [A]. Cost of Tender Document - As per NIT through online e-payment or in the form of Manager Cheque. [B]. EMD - As per NIT through online e-payment or in the form of Manager Cheque. Following shall be placed in single sealed envelope superscripted

	as "Mandatory Tender Documents" with "name of work" "Name of tenderer & his address" and "due date of opening of the technical-bid" also mentioned thereon (i) Manager Cheque or Details of online payment done by bidder against EMD (if submitted through online e-payment gateway). (ii) Affidavit for correctness of Documents /Information (In original). – Annexure-I (iii) Letter of Unconditional Acceptance of Tender Conditions (in original) (Annexure-II) (On Letter Head of the Applicant/ Bidder).
6.0	The documents are to be submitted in the office of NBCC before last date & time of submission of tender mentioned in the NIT **in hard copy only**. The documents submitted shall be opened as per the time/date mentioned in the NIT. Tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit and other documents placed in the envelope are found in order. The Price tender of those tenderers whose documents found to be in order shall be opened. The date of opening of price tender shall be informed to the tenderer.
7.0	The tender submitted shall become invalid if: i) The tenderer is found ineligible. ii) The tenderer does not submitted all the documents as stipulated in the tender document. iii) If any discrepancy is noticed in the documents (hard copies) as submitted physically in the office of tender opening authority.
8.0	**VALIDITY OF TENDER** The tender for the works shall remain open for acceptance for a period of 150 (One Hundred Fifty) days from the date of opening of tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the NBCC, then the NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.
9.0	**ACCEPTANCE OF TENDER** NBCC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. NBCC does not bind itself to accept the lowest tender. The NBCC reserves the

	right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by NBCC after splitting up at the quoted/negotiated rates.
10.0	The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
11.0	The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, and status/occupation with dated signatures.
12.0	On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by NBCC.
13.0	The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or concerned Zonal Office of the NBCC. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in NBCC. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under NBCC. For the purpose of operation of this clause a near relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.
14.0	The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum - Annexure-1", which shall be reckoned from the date of start.
15.0	Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
16.0	The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Particular Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc.

	or any other condition which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
17.0	The drawings with the tender documents are Tender Drawing and are indicative only.
18.0	**ADDENDUM/ CORRIGENDUM** Addendum/Corrigendum to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addendum/Corrigendum while submitting his tender. The tenderer shall return such Addendum/ Corrigendum duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All addendum/ Corrigendum shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.
19.0	**SITE VISIT AND COLLECTING LOCAL INFORMATION** Before tendering, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NBCC at a later date. **Insurance of Persons Visiting the Site** Persons, firms or companies proposing to tender, and any of their servants or agents visiting the site for the purpose of inspection in connection with the proposed tender, shall indemnify the Employer and his servants and agents from and against all liability in respect of, and will be responsible for personal injury, (whether fatal or other wise), loss or damage to property and any other loss, damage, cost and expense however caused.
20.0	**ACCESS BY ROAD** Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-in-

	Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of NBCC or any other agencies/ contractors who may be engaged on the project site, free of cost. Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.
21.0	**HANDING OVER & CLEARING OF SITE** 21.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police or/and as per specification, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard. 21.2 The efforts will be made by the NBCC to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the NBCC shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the NBCC shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc. 21.3 Old structures on the proposed site, if required, shall be demolished by the contractor properly at his own cost unless and otherwise mentioned elsewhere in the tender document. The useful material obtained from demolition of structures & services shall be the property of the owner/NBCC and these materials shall be stacked in workmanship like at the place specified by the Engineer-in-charge. 21.4 Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the

	contractor at his own cost. The cost to be incurred by contractor in this regard shall be deemed to be included in the quoted rates of the bill of quantity items and contractor shall not be entitled for any extra payment whatsoever in this regard. 21.5 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation. The contractor shall perform the survey of plot for the underground utilities/ services, if necessary. Nothing extra shall be paid by NBCC on account of this. 21.6 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. NBCC shall provide necessary authorisation to represent the client/NBCC before such authorities and only assist the contractor for liasioning in obtaining the approval from the concerned authorities. 21.7 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.
22.0	**SCOPE OF WORK** 22.1 The scope of work covered in this tender shall be as per the Contract Documents but not limited to Authority approved drawings, Specifications, Instruction to Tenderers, Conditions of Contract etc. In case during the Tender Stage if the authority approved drawings are not available, upon receipt of the Authority Approved drawings they shall replace the Tender drawings as Contract drawings. Moreover the orders issued to the contractor from time to time during the pendency of work shall also becomes part of scope of Works. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work shall be executed according to the Authority approved drawings etc.,from time to time by the Employer's Engineer/ Dubai Authorities and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed. 22.2 The quantities of various items as entered in the "BILL OF

	QUANTITIES" are indicative only. The contractor shall be bound to carry out and complete the stipulated work. 22.3 This is a Fixed Price "Single percentage" Tender. The Tenderer shall ensure that his quoted price is comprehensive and includes for all the items in line with the Tender documents. 22.4 Also, if any item which is mentioned in the specification but not mentioned in any drawing / Bill of Quantities or vice versa, the Contractor needs to consider in his bid (single percentage quote) for same and it will be considered as included in the quoted price**.**
23.0	**APPROVAL OF TEMPORARY/ ENABLING WORKS** The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer- in-charge. All the equipment, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract-shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account. All materials shall adhere to the DCD and Authority requirements.
24.0	**CLARIFICATION AFTER TENDER SUBMISSION** Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the NBCC and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, NBCC will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.
25.0	**Fixed Price Single Percentage Contract** The Bidder is reminded that this is a "FIXED PRICE SINGLE PERCENTAGE" bid and that the quantities contained herein are only provided to assist the Bidder in the preparation of his tender. However, contractor is required to satisfy himself as to their accuracy and for any increase or decrease of the said quantities /any further item shall be included in his Single Percentage quote. No subsequent claim for extra monies due to incorrect quantities or item shown on drawings or included in the specifications but not included in the Bill of Quantities or visa versa will be considered. Also, any item which is mentioned in the specification but not mentioned in any drawing / Bill of Quantities and vice versa, the contractor needs to consider in his bid for same and it will be considered as included in the contract price. No alterations to either conditions of contract or specifications of the works

	shall be made by the Bidder.
26.0	**ARITHMETICAL ERRORS** Bidder shall be cautious in mentioning the single percentage in quoting sheet.
27.0	**CURRENCY** All prices quoted shall be in U.A.E Dirhams. The quoted tender price shall be valid during the whole period of the execution of the works. No compensation shall be made due to currency fluctuations, inflation or any un-foreseeable increase in commodity prices in the market.
28.0	**Tender Drawings pending approval of Authorities** In case at the time of awarding the letter of award (LOA), If the Tender drawings included in the LOA/Contract are pending for approval from the authorities, the authority approved Drawings shall replace the Tender Drawings as Contract Drawings. In line with the above, the Contractor shall not be eligible for any variations.
29.0	**Programme** The Bidder shall submit together with his Tender a bar chart programme in Primavera P6 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 in detail the works of the Main Contractor and all other subcontractors whether nominated or otherwise together with the dates on which the Contractor proposes to submit lists of materials and drawings.
30.0	**Method of Construction** The Bidder shall submit together with his tender 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 Main Contractor and sub-contractors whether nominated or otherwise and all other relevant factors to allow the Engineer to properly evaluate the Bidders proposal.
31.0	**Organization Chart** The Bidder shall submit with the tender his "Contractor's Site Organization Chart". The Bidder shall submit with his tender, names and qualifications of all key personnel to be involved with the Contract.

32.0	**Manufacturers/Suppliers of Materials** The Bidder shall submit with his tender a schedule of sub-contractors and suppliers he proposes to use during the execution of the works other than the provided Vendor List. But Engineer has alright to reject and not accept the manufacturer/supplier/sub-contractors. All sub-contractors other than those nominated by the Engineer/ Employer must have had a minimum of five years experience in their sub-contract element or similar projects and they will be subjected to a pre-qualification procedure. The capabilities and quality of the sub-contracts and their staff will be carefully reviewed by the Engineer. If, in the opinion of the Engineer a designated subcontractor is incapable of carrying out the works to the standard required by the contract documents, the Contractor shall within a period of one week put forward names of alternative sub-contractors. Any one or all of them will be subjected to the same procedure as stated above. This procedure will be carried out until suitable sub-contractors are approved by the Engineer whose decision is final and binding on the Contractor. Only sub-contractors with valid Dubai Municipality trade licenses will be approved by the Engineer.
33.0	**Schedule of Plant and Equipment** The Bidder shall submit with the tender a schedule of contractor's plant and equipment to be used for the work.
34.0	**Power of Attorney** The Bidder shall submit, with his tender, the power of attorney for the authorized person for submitting the bid along with the copies of any relevant Power of Attorney documents that affect the Tender.
35.0	**Cash Flow Forecast** The Bidder shall submit, with his tender, a "Cash Flow Forecast" detailing the net anticipated sums due to be paid on a monthly basis by the Employer rounded to the nearest fifty thousand Dirham's.
36.0	**Completion in accordance with Programme** The Bidder is to allow for all necessary overtime or any additional shifts in his tender to achieve compliance with the programme of works. Under No circumstances shall any claims for costs due to overtime or additional shift overtime working required to complete the works on time be entertained.

37.0	**Site Restrictions** a) The Contractor has to restrict his operations entirely within the site area allocated to him. He will be held responsible for any act of trespass by his people. b) The Contractor shall not interfere with the free use of any existing buildings, gardens, roads or other areas on or adjoining the site. c) On completion of Works at Site, any adjacent areas affected by the building operations shall be cleared all of temporary works, debris, other rubbish and all disturbed works & ground must be good and to the entire satisfaction of the Engineer. d) The Contractor has to draw attention wherever common boundary in adjacent plot/site are located. The Contractor shall take all necessary actions/precautions, not to affect the neighboring plot/site in any means.
38.0	**Software for Document Controlling System** The Contractor shall provide the INAUXS document controlling software for Engineer/Employer's use along with necessary licenses and allow for using the same for the Project document controlling system.

PROPOSED MIXED USE (RESI. + RETAIL) BUILDING G+2P+8+R ON PLOT NO. IC1-CTYL-16_013 AT WARSAN 1-621, DUBAI, U.A.E. FOR NBCC OVERSEAS REAL ESTATE L.L.C

B1 – LETTER OF TENDER

To:

.....

P.O. Box: ……, Dubai, U.A.E.

Sir,

1. Having examined the whole of the Tender Documents for the proposed Works and having visited and examined the Site of the Works or caused it to be visited on our behalf, by a competent and reliable person having acquired all requisite information relating thereto as affecting this Tender, We the undersigned, hereby offer for the proposed works in conformity with the said Documents and drawings at rates or prices inserted in the Bills of Quantities herewith submitted which amount to the Contract Price of
AED._____(***United Arab Emirate Dirhams***_____
_____
____***)*** or such other sum as may be ascertained in accordance with the said document.

2. We acknowledge that the Appendix to Tender forms part of this Letter of Tender. We have inserted in the Bills of Quantities attached to this Tender and other Contract Documents all the required and relevant information and enclose herewith all the information requested in the Instructions to Tenderers and other Documents.

3. We undertake, if our Tender is accepted, to commence to Work including erecting all site facilities required from receipt of the Engineer's order to commence and to complete and deliver the whole of the Works comprised in the Contract within **18 Months including mobilization** These periods include all Sundays, Public Holidays and other non-working days caused by inclement weather, etc. and shortened working hours during Ramadan, in line with the applicable laws.

4. If our Tender is accepted, we will provide the specified Performance Security, commence the Works immediately after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

5. We agree to abide by this Tender for a period of **150 days** from the date fixed from the last date of submission of bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. We undertake in the event of this Tender being accepted to execute and Agreement in the form annexed hereto which may be altered and added to in such manner as you may require for the purpose of adapting it to the circumstances of this Tender. Unless and until such an Agreement is executed, our Tender, together with your

written acceptance thereof shall constitute a binding Contract between us, upon the issuance of the Letter of Award.

7. We understand that you are not bound to accept the lowest or any Tender you may receive.

DATED THIS ...../...../2026

Signature Acting in the Capacity of
Duly authorised to sign Tenders for and on behalf of

Full Name of Contractor: **M/S.**

……

Address : P.O.BOX: _____, DUBAI, U.A.E

Signature ……
Name ……
Occupation ……
Address ……

PROPOSED MIXED USE (RESI. + RETAIL) BUILDING G+2P+8+R ON PLOT NO. IC1-CTYL-16_013 AT P.O. Box: 14330, Dubai –UAE
WARSAN 1-621, DUBAI.

Letter of Tender
Appendix to Tender

Listed below are brief details of some of the more important Conditions of Contract which by submittal of this Tender we accept and agree:

Sub Clause	Conditions	Data
1.1.2.2 & 1.3	Employer's name and address	NBCC OVERSEAS REAL ESTATE L.L.C, Dubai-U.A.E.
1.1.2.3 &1.3	Contractor's name and address	To be Appointed
1.1.2.4 & 1.3	Engineer's (Project Manger's) name and address	A member of the staff of NBCC Overseas Real Estate LLC, nominated to act as Employer's representative under the Contract. May also be known as 'Engineer' or Engineer — In — Incharge.'
1.1.3.2 & 8.1	Commencement date	The Commencement date shall be as stipulated in letter of Award.
1.1.3.3	Time for Completion of the Works	***The work shall be completed in 18 months as per the milestone schedule from the commencement date .***
1.1.3.7	Defects Notification Period	***365 days after Final Handover for Building.***
1.3	Electronic Transmission	***Electronic Mail***
1.4	System Governing Law	***Law of Dubai (UAE).***
1.4	Ruling language	***English***
1.4	Language for communications	*English*

Sub Clause	Conditions	Data
2.1	Time for access to the Site	*Not later than the Commencement Date.*
4.2	Performance Security	***10% of the Accepted Contract Amount, in AED. Within 21 days of issuance of Letter of Award in the form of Bank Guarantee as per RERA requirement.***
6.5	Normal working hours	***In line with Dubai and UAE laws.***
8.7 & 14.15(b)	Delay damages for the Works	***0.5% of the Contract Price per week.***
8.7	Maximum amount of delay damages	***10% of the Contract Price.***
13.5	Provisional Sums	***As per tender.***
13.7	Adjustments for Changes in Legislation	***Refer to Sub-clause 13.7 in the Particular Conditions of Contract.***
13.8	Adjustments for Changes in Cost	***Not Applicable. Refer to Sub-clause 13.8 in the Particular Conditions of the Contract.***
14.2	Maximum advance payment	***10% of*** *[the Accepted Contract Amount less, if any, Provisional Sums, Contingencies and Day works.]* ***on 10% simple interest (per annum) against the Bank Guarantee of 1.1 times of the amount of advance payment.*** Advance Payment for the PS and PC items shall be paid when the Nomination are issued and based on the percentage of Advance payment mutually agreed between the Parties.
14.2	Number and timing of installments for advance payment	***Three*** ***i) First Installment of fifty percent of total mobilization advance shall be paid after the***

Sub Clause	Conditions	Data
		agreement is signed and upon submission of performance guarantee for full amount as specified. ***ii) 2nd installment of twenty-five (25%) percent of total mobilization advance will be paid after the setting up of site office and site laboratory, complete mobilization of plant and machinery, scaffolding & shuttering materials etc.*** ***iii) The Balance twenty-five (25%) percent of total mobilization advance shall be paid on completion of 10% of work in terms of cost and after the contractor has fully mobilized the work at site.***
14.2	Currencies and proportions for advance payment	***100% in AED.***
14.3	Percentage of retention	***5%***
14.3	Limit of Retention Money	***5% of the Contract Sum.***
14.5	Payment for Plant and Materials on Site	***The amount to be certified and paid shall be the equivalent of 75% of the Engineer's determination of the Cost of the unfixed Plant and Materials on Site (including delivery cost to the Site), taking account of the documents mentioned in this Sub-Clause and the rates and prices in the Contract. Should the actual costs be higher than the rates and prices in***

Sub Clause	Conditions	Data
		the Contract, the Engineer shall use the rates and prices in the Contract and deduct labour and profit. Unfixed Plant and Materials paid by the Employer shall become the property of the Employer and shall not be removed from the Site by the Contractor, Subcontractors or suppliers without the written consent of the Employer's Personnel.
14.3	Period of Interim payment Application	*Monthly*
14.6	Minimum amount of Interim Payment Certificates	*AED. 500,000.00*
14.6	Period within which payment is to be paid from the date of Certification of Payment by the Engineer.	15 days for Engineers certification. *45 days subject to RERA approval*
14.15	Currency of Payment	*100% in AED*
18.1	(a) evidence of insurance	• ***For Works and Contractor's Equipment (Sub-Clause 18.2), Injury to Persons and Damage to Property (Sub-Clause 18.3) and Contractor's Personnel (Sub-Clause 18.4).*** • ***Insurance Policies should be in the joint name and first name should be Employer.***

Sub Clause	Conditions	Data
		• ***Within 14 days, after the issuance of Letter of Award.*** • ***For Design Carried Out by the Contractor (Refer to Sub-Clause 18.5 in the Particular Conditions of Contract). At the time the Contractor submits the Contractor's Documents***
18.1	(b) relevant insurance policies	• ***For Works and Contractor's Equipment (Sub-Clause 18.2), Injury to Persons and Damage to Property (Sub-Clause 18.3) and Contractor's Personnel (Sub-Clause 18.4). Within 28 days, after the Contractor's receipt of Letter of Acceptance.*** • ***For Design Carried Out by the Contractor (Refer to Sub-Clause 18.5 in the Particular Conditions of Contract). Within 14 days, after the Contractor has submitted the Contractor's Documents.***
18.2(d)	Maximum amount of deductibles for insurance of the Employer's risks	***Not applicable.***
18.3	Minimum amount of third party insurance	***AED 10.00 Million per occurrence, with no limit on the number of occurrences.***

Sub Clause	Conditions	Data
13.9	variations extent and pricing	***The rate quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works*** ***No Escalation shall be applicable on this contract.*** ***This is a Fixed Price Single Percentage rate Contract and shall not be subject to re-measurement except where specifically provided for in the Contract.*** ***Variations – Variations (If any) shall be evaluated based on the BOQ rates and if the rate are not available in the BOQ then the rate analysis shall be submitted by the Contractor with all supporting documents for approval from the Engineer.*** ***The BOQ will be used for the valuation of the Payment Applications.***

CONTRACT AGREEMENT

This agreement made this day of (Month) (Year), between the **NBCC OVERSEAS REAL ESTATE L.L.C (hereinafter called the Employer'**and referred to as the "**NBCC**" which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s (NAMEOF CONTRACTOR)** (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NBCC, has desirous of ***Execution, Construction, Completion, one year Maintenance and remedying defects for Proposed G+2P+8+R Resi. + Retail) Mixed use Building on plot No. IC1-CTYL-16_013 at Warsan 1-621, UAE*** for ***NBCC Overseas Real Estate L.L.C*** (hereinafter referred to as the "PROJECT / Work"), had invited tenders as per Tender documents

vide NIT No. _____

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred

tender vide their tender dated _ and NBCC has accepted their aforesaid tender and award the contract for (NAME OF PROJECT) on the terms and conditions contained in its Letter of Award Ref: No. _ dated____ and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptance letter dated _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 - AWARD OF CONTRACT

1.1 SCOPE OF WORK

NBCC has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its letter of Award No.____ dated ____ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of acceptance. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

ARTICLE 2.0 - CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

a) NBCC Notice Inviting Tender vide No. _____ date _ and NBCC's tender documents consisting of:

(a) the Contract Agreement,

(b) the Letter of Award

(c) the Particular Conditions,

(d) these General Conditions,

(e) the Authority approved Drawings & Tender Drawings ,

(f) the priced Bill of Quantities,

(f) the Technical Specification,

(h) Any other documents forming part of the Contract.

i) ----------

b) **[NAME OF CONTRACTOR)** letter proposal dated and their subsequent communication:

i) Letter of Acceptance of Tender Conditions dated

ii) ---------- —

iii) ----------

2.2 NBCC's detailed Letter of Award No. _____dated __ including Tender Documents. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor.

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by NBCC in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the

Contractor in its "TENDER" but not agreed to specifically by NBCC in its Letter of Award, shall be deemed to have been withdrawn by the Contractor without any cost implication to NBCC. For the sake of brevity, this Agreement along-with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

ARTICLE 3.0 - CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in NBCC's
Letter of Award No. _____ dated __ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Award.

3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Award.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total contract price for the entire scope of this contract as detailed in Letter of Award is Rs. _____ (Rupees _____ only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 - NO WAIVER OF RIGHTS

4.1 Neither the inspection by NBCC or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by NBCC or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by NBCC or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to NBCC, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 - GOVERNING LAW AND JURISDICTION

5.1 The Laws applicable to this contract shall be the laws in force in Dubai, UAE and jurisdiction of Dubai Courts only.

5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at Dubai, UAE.

For and on behalf of:	For and on behaIf of:
(NAME OF CONTRACTOR)	**M/s NBCC (India) LIMITED**
WITNESS:	**WITNESS:**
1.	**1.**
2.	**2.**

SIGNED BY EDMAC ENGINEERING CONSULTANT
(Duly authorized to sign this contract as a witness').

Signature .....

Name .....

Occupation .....

Address .....

CONDITIONS OF CONTRACT

The Conditions of Contract governs the rights and obligations of the parties to the Contract. The Conditions of Contract comprises of:

a. The General Conditions, which are in the Conditions of Contract for Construction of Building and Engineering Works Designed by the Employer, First Edition 1999 with Errata to the First Edition 1999, published by FIDIC (Federation International des lngenieur-Conseils)

This form of Contract can be purchased at FIDIC Bookshop

Box 3 ll-CH-1215 Geneva 15

Switzerland

Tel: +41-22-799 49 05
Fax: +41-22-799 49 01
Email: fidic.pub@fidic.org Website: FIDIC.org/bookshop

b. The Particular Conditions, which are amendments and additions to the General Conditions.

The Particular Conditions shall prevail over the General Conditions.

The clause numbers in the Particular Conditions refer to the equivalent clauses in the General Conditions.

The headings and marginal notes in the Particular Conditions below shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

c. Annex A- Prescribed Form for Performance Security.
Annex B- Prescribed Form for Advance Payment Guarantee.

Annex C-Prescribed Form for Application for Advance in Respect of Unfixed Materials and/or Plant and Cession of Rights.

Annex D- Prescribed Form for Indemnity by Contractor Undertaking Design Responsibility.

Annex E- Prescribed Form for Design Warranty and Undertaking.

d. Any documents incorporated by reference in the General Conditions and the Particular Conditions

PARTICULAR CONDITIONS OF CONTRACT

1.	**General Provisions**	
1.1	**Definitions**	
1.1.2.9	**Parties and Persons**	**Delete** this Sub-Clause in its entirety.
1.1.5.8	**Works and Goods**	**Add** after the words *"as appropriate"* the following: *"and all other services, duties and obligations to be executed by the Contractor under the Contract"*
1.1.6.7	**Other Definitions**	**Add** at the end of this Sub-Clause the following paragraph: ' *The Site is as shown on the drawings."*
1.3	**Communications**	**Add** at the end of this Sub-Clause the following paragrnphs: *"The Contractor shall maintain an office and a registered address in Dubai during the period of the Contract. Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by post or fax or delivering the same to the aforementioned registered address in Dubai.* *If no address is specified under "Contractor's name and address" in the Appendix to Tender, the Contractor shall within seven (7) days of receipt of the Letter of Acceptance, notify the Employer and the Engineer of the registered address of his office in Dubai to which any notices may be served to him.* "
1.5	**Priority of Documents**	**Delete** all the words under this Sub-Clause and **insert** the following: ***"****The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of the interpretation, the priority of the documents shall be in accordance with the following sequence.:* *(a) the Contract Agreement,*

		(b) the Letter of Award *(c) the Particular Conditions,* *(d) the General Conditions,* *(e) the Authority approved Drawings & Tender Drawings ,* *(f) the Technical Specifications* *(g) the Soil Report* *(h) the Pricing preambles and priced Bill of Quantities,* *(j) Any other documents forming part of the Contract.* *If an ambiguity or discrepancy is found in the documents, the most stringent condition will apply and the Engineer shall issue any necessary clarification or instruction which will be final and binding on the contractor.* **"**
1.6	Contract Agreement	*Delete in line 5 the last word "Employer" and insert:* *"Contractor"*
1.8	Care and Supply of Documents	**Delete** in line 2 the words *"two copies of the Contract and of each subsequent Drawing"* and **insert**: *"Four copies of the Contract and two copies of each subsequent Drawing"*
1.9	Delayed Drawings or Instructions	**Delete** all words under the 2nd paragraph including s.no. (a) & (b) and **insert** as following: *" If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details. the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Clams] to:* *(a) an extension of time for any such delay. if completion is or will be delayed. under Sub-Clause 8.4 [Extension of Time for Completion. only"*

		Delete the following words from last paragraph i.e. *"Cost or profit".*
1.10	Employer's Use of Contractor's Documents	***Add*** *at the end of this Sub-Clause the following paragraph:* *"The Contractor shall fully permit the Employer/Employer' representative to use, copy or communicate the Contractor's Documents and other design documents to statutory bodies as may be required in connection with the Contract. "*
1.12	Confidential Details	**Add** at the end of this sub-Clause the following paragraph: *"The contractor shall treat all the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer/Employer's representative. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Employer/Employer's representative whose decision shall be final, binding and conclusive on the Contractor. The Contractor shall disclose all such confidential and other information as the Employer/Employer' representative may reasonably require in order to verify the Contractor's compliance with the Contract. "*
1.13	Compliance with Laws	**Add** at the end of this Sub-Clause the following paragraph: *"The Contractor shall indemnify the Employer, its directors, officers, representatives and agents, the Employer's Personnel (including their personnel) and the Engineer (including their personnel) in respect of any and all expenses, liabilities, losses, claims and proceedings (including legal costs) resulting directly or indirectly from any failure or default by the Contractor in performing his obligations under this Sub-Clause."*

2.	***The Employer***	
2.1	Right of Access to the Site	**Delete** at the end of sub-paragraph (a) the words ", and" and insert "." Delete sub-paragraph (b) entirely **Delete** at the end of the last paragraph the words ", Cost or profit" **Add** at the end of this Sub-Clause the following paragraph: "The Contractor is advised that he shall not have exclusive right and possession of the Site and that the Works in the Contract are only one part of the project and that the Employer may engage other contractors to execute any special or other works not in this Contract Concurrently with this Contract. The Contractor shall therefore allow the right of access to and possession of the Site or any other part of the project which have been completed in whole or in part by the Contractor to other contractors to enable them to proceed properly with their works."
2.2	Permits, Licences or Approvals	**Delete** all the content in sub para (a) entirely
2.4	Employer's Financial Arrangements	**Delete** this Sub-Clause entirely.
3.	***The Engineer***	
3.3	Instructions of the Engineer	**Add** at line 3 after the word "Contract." the following: "*Unless otherwise instructed by the Engineer, the Contractor shall execute and complete the Works using only drawings marked 'Good for Construction Drawings' or 'For Construction' or instructions issued by the Engineer.* *Unless otherwise instructed by the Engineer, the Contractor shall not use any drawings not marked `Good for Construction Drawings' or 'For Construction' to execute and complete the Works.* *The nature of this Contract is such that the design is not yet finalised and under approval from the authorities at the time of issue of this Tender Documents. The final design shall be got approved by the Dubai Authorities / Engineer as per conditions of contract and*

		'Good for Construction Drawings' or `For Construction' drawings or instructions shall be got approved by the Engineer in charge before being issued for construction of the Works. 'Good For Construction Drawings' or 'For Construction' drawings or instructions shall be issued to the Contractor as and when he requires it." **Delete** "two working days" in sub-paragraph (c) and insert "Seven working days". **Add** at the end of this Sub-Clause the following paragraph: "*If the Contractor fails or refuses to comply with any instruction issued to him by the Engineer or his delegated assistant, the Employer may, after the Engineer has given 7 days notice to the Contractor requiring such compliance, execute himself and/or employ other persons to do so. All costs incurred and profit shall be recovered by the Employer from the Contractor*."
3.4	Replacement of the Engineer	**Delete** the last sentence.
4.	***The Contractor***	
4.1	Contractor's General Obligations	**Add** after the fourth paragraph the following: "The Contractor to undertake necessary permits / NOCs from relevant Dubai Authorities (i.e. TRAKHEES, NAKHEEL, DEWA etc.) / Master Community developer for starting the work at site. Whenever the Contractor is required to submit to the Engineer proposals, details, drawings, calculations, information, literature, materials, test report and certificates, the Engineer shall consider each submission and, if appropriate, shall reply to the Contractor in accordance with relevant provisions of the Contract. Unless a defined period of time is stated in the Contract, each submission shall be made by the dates to be agreed with the Engineer having regard to the latest programme, progress of works and the time the Engineer needs to examine each submission. Documents submitted, other than drawings and manufacturer 's literature, shall be A4 in size. All documents shall be in

		English and any abbreviations and technical information shall be in units conforming to the Systeme International d'Unites (S.I). All drawings shall be to a format and scale as agreed between the Engineer and the Contractor. Notes shall be in English. All dimensions shall be in metres or millimetres and all weights in metric units. All drawings shall include the title of the Contract at the bottom of the drawing followed by the title of the drawing concerned. All drawings shall have the appropriate scales drawn on them and shall be dated. All amendments to such drawings shall be noted and dated on the drawing. The approval of the Engineer or Employer's Personnel of any submission shall not relieve the Contractor from his responsibilities under the Contract. The following general requirements shall apply: (i) Materials or Employer's Equipment available on the site or made available or supplied by the Employer shall be used solely for the execution of the Works. (ii) The Contractor shall avoid or minimise the pollution of and disturbance of lands, roads, and other places on and around the Site. (iii) The Contractor must check all the documents received and notify the Engineer of any errors, omissions or contradictions within 7 days after receipt of documents and before starting the concerned works." **Add** under sub-paragraph (a) after the word "Contract" the following: "*The Contractor shall appoint his own registered and experienced professionals such as (but not limited to) Architect and/or Civil/Structural Engineer and/or Mechanical, Electrical and Plumbing Engineer registered with the respective councils in Dubai to certify the design and the Contractor's Documents.*"

		Add under sub-paragraph (c) after the word "Contract" the following: " *The approval of the Engineer or Employer's Personnel of the design and the Contractor's Documents shall not relieve the Contractor from his responsibilities and liabilities for his design*" **Add** at the end of this Sub-Clause the following paragraph: "*The Contractor shall enter into a Design Warranty and Undertaking agreement with the Employer in accordance with the annexed Form of Design Warranty and Undertaking.* *The Contractor shall in accordance with the 'Form of Indemnity by Contractor Undertaking Design Responsibility' indemnify and hold harmless the Employer, his servants and agents and the Employer's Personnel and their representatives from and against any and all actions, proceedings, claims, costs, expenses, losses or damages or other liability whatsoever arising as a result of any fault in but not limited to the design, calculation, manufacture and construction.* *The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by Employer/Engineer in Charge shall be final and binding on contractor. The technical staff should be available at site to take instructions.* *In addition to the above, Contractor shall deploy an experienced and qualified Planning Engineer to be stationed at Engineer in Charge's office on full time basis throughout the contract duration. The contractor shall not be entitled for any extra payment in this regard. The planning engineer will prepare weekly/monthly reports which shall include the percentages of the work items completed and planned, and also the actual and planned cash-flows for each work item as of the reporting period prepared in the project planning tools (such as Primavera, MSP) as accepted by the Employer / Engineer in charge. The report shall also include test*

		records of materials, equipment and plant tested with copies of the test results and statistical evaluation of the test results in table and graphical form. The report shall give a detailed review of the Works to be performed during the following month and a general listing of the works to be performed during the following two months."
4.2	Performance Security	**Delete** the all words and **insert** the following: *"The Contractor shall obtain (at his cost) and deliver to the Employer, Performance security @10% of the Accepted Contract Amount, in AED, within 21 days of Contractor's receipt of Letter of Acceptance".* *The Performance Security shall be in the form of a Bank Guarantee, from any reputed Bank operating in UAE (preferably the banks registered with RERA as trustee banks). The bank providing such security shall be subject to the approval of the Employer. The terms of the Performance Security shall be in the form as annexed to these conditions.* *The Employer shall return the Performance Security to the Contractor within 21 days after completion of Defects Notification Period."* *The Contractor shall, when delivering the original version of the Performance Security to the Employer, notify the Engineer and provide a copy of it to him. The Employer shall keep the original version of the Performance Security in his custody.* *The Contractor shall ensure that the Performance Security is valid and enforceable until he has executed and completed the Works and remedied any defects.* *If the terms of the Performance Security specify its expiry date, and the contractor has not become entitled to receive the Performance Certificate by the date 56 days before the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.*

		The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled to under the Contract in the event of *(a) failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,* *(b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-Clause 2.5 [Employer's Claims] or Clause 20 [Claims, Disputes and Arbitration], within 42 days after this agreement or determination,* *(c) failure by the Contractor to remedy a default within 15 days after receiving the Employer's notice requiring the default to be remedied, or* *(d) Circumstances which entitle the Employer to termination under Sub-Clause 15.2 [Termination by Employer], irrespective of whether notice of termination has been given.* *The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim."*
4.3	Contractor's Representative	***Add*** *at the end of this Sub-Clause the following paragraph:* *"The Contractor 's Representative shall be appropriately qualified and experienced for the Contract and be based full time on the Site. The Contractor 's Representative proposed by the Contractor shall be to the consent of the Engineer/Engineer in charge."*
4.4	Subcontractors	***Add*** *at the end of this Sub-Clause the following paragraphs:* *"The Contractor may entrust to Subcontractors /specialized agencies for specialized items of works such as (but not limited to) MEP services i.e HVAC, Lifts, Building Management System, and Data & Communication Networking, IT, Multimedia,*

		interiors, Curating & fit out works, and Water Proofing, landscaping to the agencies specialized in the specific trade. *The intended bidder must deploy experienced and eligible agency to carry out the work of Exhibit, Curating and Fit Out works. The contractor shall make presentation of the agencies shortlisted for the said works to demonstrate the experience in similar works for completing the works for at least 2000sqm area , demonstrable association / tie up with original equipment manufacturer (OEM)* *The contractor shall deploy only the experienced and eligible agency with the prior approval of Employer / Employers representative and his decision of shall be final and binding on the contractor.* *Notwithstanding any consent to Subcontract given by the Engineer/Employer 's representative if in his opinion it is considered necessary, the Engineer/ Employer's representative shall have full authority to order the removal of any Subcontractor from the Site or offsite place of manufacture or storage."*
4.6	Co-operation	***Add*** *in sub-paragraph (c) after the word "authorities" the words "or public utility service providers"* ***Delete*** *para 3 entirely and Add in place of it the following para* *"The Contractor shall be responsible for his construction activities on the Site, and shall coordinate his own activities with those of other contractors to the extent (if any) specified in the Employer's Requirements."*
4.7	Setting Out	**Add** at line 2 after the first sentence the following: *"Setting out the works shall be done by a professionally qualified surveyor. The Contractor shall:* - *maintain, protect and reinstate reference pegs and marks during the execution of the Works.* - *provide reports to the Engineer or the concerned Employer's Personnel showing all relevant information of the*

		setting out of all the works, before the start of the Works." **Delete** at the end of sub-paragraph (a) the words ", and" *and insert "."* **Delete** sub-paragraph (b) entirely. **Delete** at the end of the last paragraph the words *"subparagraphs (a) -and (b)" and insert "sub-paragraph (a)"*
4.8	Safety Procedures	**Delete** in sub-paragraph (b) the words "entitled to be". **Delete** in sub-paragraph (d) the word "Works" and insert: *"Site and the Works and materials and plant of any other contractor (direct contractors) employed by the Employer".* **Delete** all the words under sub-paragraph (e) and insert the following: *"The Contractor shall provide any Temporary Works [such as (but not limited to) supports, shoring, fencing, barriers, hoarding roadways, footways, guardrails, gantries, screens, signs and lighting] which may be necessary, because of the execution of the Works, for the use and protection of the people on Site, of the Works, of (other) Temporary Works, of public and of owners and occupiers of adjacent land. The Contractor shall provide the round the clock security on site."* **Add** the following sub-paragraphs: *"(f) in conveying, handling, storing and using any dangerous materials such as petroleum, acetylene, oxygen, calcium carbide and radioactive materials comply with and adhere strictly to all Statutes, Statutory Orders, Regulations or Instructions which are in force in Dubai or which may from time to time be issued by the Government or any Department thereof "* *"(g) provide all the necessary facilities to the guards."* *"(h) The Contractor shall comply with all the health and safety assurance standards including fire safety as laid down by the Dubai authorities in all phases i.e., during*

		construction, Finishing works including all MEP works, Curating, Exhibit stage & Defect Liability phase. *Refer the Health & safety guidelines, DCD guidelines, special regulations etc as given with the tender documents."*
4.10	Site data	***Delete** the first paragraph, lines 1 to 6.* ***Delete** in second paragraph, line 1 the words "To the extent which was practicable (taking account of cost and time), the" and insert "The". Add the following para after sub-paragraph (e):* *"The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):* *i. The form and nature of the Site, including subsurface conditions,* *ii. The hydrological and climatic conditions* *iii. The extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,* *iv. The Laws, procedures and labour practices of the Country,* *v. The Contractor 's requirements for access, accommodation, facilities, personnel, power, transport, water and other services,* *vi. The location of the Works,* *vii. The general conditions for carrying out the Works, and in particular the equipment necessary for the proper execution of the works,* *viii. The physical conditions of the site (above and underground) and the soil type,* *ix. The local traffic conditions, Meteorological and climatic conditions, possibility of flooding by rivers, depth of the water table and the wind velocity,*

		xi. Conditions governing the import of materials, plants and equipments, *xii. Local conditions especially those concerning supply of materials,* *xiii. Means of communication and transport,* *xiv. Supply of electricity, water, fuel, etc,* *xv. Availability of manpower,* *xvi. Laws and Regulations governing the employment of foreign labour,* *xvii. All constraints imposed by the social, monetary and customs legislation in force in Dubai,* *xviii. All circumstances likely to have a bearing on the execution of the works or on its costs.* *The Contractor shall be fully responsible for obtaining the necessary information and its interpretation.* *Any information supplied to the Contractor by the Employer and Employer's representative concerning the Site and its surroundings are in no way binding upon the Employer, and Employer's representative.* *The Contractor must not assume that exhaustive investigations have been done on the nature of the Site; he must carry out his own investigation work any time he considers it necessary for the proper execution of the work. The contractor shall perform the survey for the underground services inside the plot (if any), no extra claim in this regard will be entertained by the employer / engineer. "*
4.11	Sufficiency of the Accepted Contract Amount	***Delete*** *in sub-paragraph (b) after [Site Data] the words "." and insert ", and"* ***Add*** *the following sub-paragraph:* *"(c) have visited the Site and its surrounding environment and to have based the Accepted Contract Amount, his prices, rates and program on the nature of the ground, subsoil to be excavated, the contours thereof local conditions, site conditions, restrictions, limitations, working space available, means of access, risk of damage to the existing*

		structure and adjoining properties and resources availability." ***Add*** *after the last paragraph the following:* *"Items of works described in the Bill of Quantities for which no rate or price has been entered in by the Contractor shall be deemed to be included in other rates or prices in the Contract and will not be paid for separately by the Employer."*
4.12	Unforeseeable Physical Conditions	**Delete** in second paragraph, line 2 the words *"as soon as practicable" and insert "within 7 days"* **Delete** the last sentence in para 3 in line 5 after *"give."* And add *"'."* **Delete** paragraph 4,5,6 & 7 entirely.
4.13	Rights of Way and Facilities	**Add** in line 1 after the word "shall" the words "*be responsible, arrange and*". **Add** in line 2 after the word "*way*" the words "*and rights of airspace (Example: for crane over neighbouring land and properties)*" **Add** in line 2 after the words "*access to the Site" the words "and execution of the Works.*"
4.15	Access Route	***Add*** *in the first paragraph, line 3 after the word "bridge" the words "or existing structures."*
4.16	Transport of Goods	***Add*** *after sub-clause (C) the following* *"(d) The Contractor shall bear all the taxes and charges such as Import duty, VAT etc for bringing the Goods meant for successful completion of work/project at Site or any other statutory fee required to be paid for transport of Goods and no extra charge shall be payable by the Employer in this regard"*
4.18	Protection of the Environment	***Add*** *at the end of this Sub-Clause the following paragraphs:* *"The Contractor shall be solely responsible for complying with all laws and conditions or requirements imposed (if any) by local/Dubai/UAE authorities, Preliminary Environmental Report (PER), Social Impact Assessment Report and/or Environmental Impact Assessment Licence (and documents) including any monitoring plan granted for the Project. The Contractor shall follow the*

		Environmental Assurance Standards, Environmental Regulations for the Re-use of Treated Wastewater for irrigation & Thermal treated sludge for Agricultural purposes as laid down by the Dubai authorities. The Contractor shall allow for the liaison and implementation of all measures and conditions necessary on behalf of the Employer to ensure compliance. *The Contractor shall indemnify the Employer in respect of any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing his obligations under this Sub-Clause.* *The Contractor shall within 14 days after receiving the Letter of Acceptance besides other documents / details mentioned in Self Build Guides shall submit an Construction Environment Management Plan including Construction waste, Environmental plan checklist, Environment Data log (will be submitted monthly during the construction period) to the Employer's representative/Engineer for his approval, Dubai. The Environmental Management Plan shall comply with the requirements of the Environmental Impact assessment Report (if any) and/or the Preliminary Report (if any) and/or law, the Employer's requirements and describe in full details all the steps that the Contractor shall take to comply with the requirements of this Sub-Clause.* *The Contractor shall allow for the liaison and implementation of all measures and conditions necessary on behalf of the Employer to ensure compliance.* *The Contractor shall indemnify the Employer in respect of any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing his obligations under this Sub-Clause."*
4.19	Electricity, water and Gas	***Delete** this clause entirely and add:* *"The Contractor shall be responsible for the provision of all Power, water & Gas and other services he may require for the execution of work and site management."*

4.20	Employer's Equipment and Free-Issue of Materials	**Delete** this Sub-Clause entirely.
4.21	Progress Reports	*Delete all the word "monthly" in this Sub-Clause and insert "Weekly".* *Add under sub-paragraph (b), at the end of the sentence the following:* *" . The BIM is mandatory to be used by the Contractor for progress review by the employer. The Contractor shall provide to the Engineer/Employer's representative 1 soft copy plus 3 coloured hard copies of the photographs in the fortnightly report. The report shall describe/show the photographs taken, date, time and location from which photographs were taken.* *Apart from above a monthly progress report must also* *be submitted including the following —* • ***Executive Summary including*** *—* ➢ *Progress Summary* ➢ *Key Issues related to the third parties / Authorities (if any)* ➢ *Known interfaces with works outside of the plot* ➢ *Status of non-conformances* • ***Scheduling including —*** ➢ *Schedule Summary.* ➢ *Baseline Schedule and monthly progress updates* ➢ *Updated resource loaded schedule in P6 format.* • ***Health and Safety performance including*** *—* ➢ *Health and Safety Summary.* ➢ *Monthly statistics table.* • ***Health and Safety performance including*** ➢ *Worker Welfare Summary.* ➢ *Monthly statistics table.*

		• ***Environmental Performance including —*** ➢ *Environmental Summary.* ➢ *CEMP/CWMP audits and findings.* • ***Sustainability Performance including —*** ➢ *Sustainability Summary.* ➢ *Monthly statistics table."* ***Add*** *after sub-paragraph (h) the following sub paragraphs:* *"(i) Request for Information (RFI) schedule.* *(j) Schedule showing procurement status of Goods and Employer's Equipment/ plant / machinery that are on the critical path on the program.* *(k) Updated drawing register.* *(l) Updated table showing Plant and Materials approved by the Engineer.* *(m) The Contractor shall also submit the reports on Health & Safety of workers & Quality Assurance and Environmental compliances at site in the formats agreed upon between Employer and Contractor."*
4.23	Contractor's Operations On Site	***Add*** *the following paragraph after the second paragraph:* *"No explosives of any kind shall be used for the execution of the Works.* *No advertising on Site, on fencing, on the existing building and no hoardings should be permitted without the written permission of the Employer or the Engineer.* *The Employer reserves all rights to advertising space on any temporary works or any part of the Works.* *The Contractor shall protect the Works and unfixed Plant and Materials until taken over by the Employer."*
4.24	Fossils	***Delete*** *sub clause (b) entirely in 2nd Paragraph.*

4.25	Survey of Existing Structures to be Demolished or Altered	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall carry out a thorough survey of any existing building and structures (if any) to be demolished or altered and of the materials or equipments to be removed.* *The Contractor shall provide to the Employer's Personnel/Engineer in charge before proceeding with any demolition, alteration and removal works a survey report with photographs and drawings showing, locating, describing and detailing the works to be done."*
4.26	Reinstatement and Compensation for Damages to Existing Persons and/or Property	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall, at his own cost, reinstate all properties and site conditions whether public or private, which are disturbed and/or damaged in consequence of the construction and maintenance of the Works by the Contractor or his Subcontractors, to a condition at least equal to that existing before his first entry on them. The Contractor shall not wait for the completion of the project to re-instate but shall do so whenever it is possible or required by the Engineer.* *If the Contractor shall have failed to take responsibility and prompt action to discharge his obligations in the manner required, the Engineer shall inform the Contractor in writing, in which circumstances the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or which shall become due from the Employer to the Contractor."*
4.27	Protection of Existing Works and Services	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall acquaint himself with the position of all existing services, such as surface water drains, cables for electricity and telephone, telephone and lighting poles, water mains, and the like before commencing any work likely to affect the existing services.* *Where work is to be carried out in the vicinity of overhead power lines, the Contractor shall ensure that all persons working in such areas*

		are aware of the relatively large distance that high voltage electricity can "short" to earth where cranes, or other large masses of steel, are in vicinity of power lines. The Contractor's attention is drawn to B.S 162 which gives safe clearance for the various voltages. *The Contractor shall be held responsible for damages and losses to existing works or services, and shall indemnify the Employer against any claims in this respect (including consequential damages). The Contractor shall be responsible for the reinstatement of the services so affected.* *In all cases where such works or services are exposed, they shall be properly shored, hung up or otherwise protected. Special care must be exercised in filling and compacting the ground under mains, cable, etc... and to leave uncovered exposed water meters, stopcock boxes and similar items.* *Installation adjacent to the Works shall be kept securely in place until the work is completed and shall then be made as safe and permanent as before.* *Notwithstanding the foregoing requirements, and without reducing the Contractor's responsibility, the Contractor shall inform the Engineer immediately if any existing works or services are identified, exposed or damaged"*
4.28	Diversion of Existing Services	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall be responsible for making arrangements for the moving of or alterations to existing services such as power and telephone lines, water mains, sewers and surface water drains which are affected by the Works. The arrangements for such moving or alteration shall be subject to the agreement of the Engineer.* *The Contractor shall ensure that any services removed, altered or disconnected within or outside the building does not affect negatively in any way whatsoever the neighbourhood. Contractor shall obtain the necessary permission from authorities as required for this diversion. Any temporary diversion and the statutory fees associated therein shall be in the scope of contractor. No*

		claim in this regard will be entertained by the Employer / Engineer"
4.29	Protection of Beacons	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall not remove, damage, alter or destroy in any way plot or survey beacons. Should the Contractor consider that any beacon will be interfered with by the Works he shall notify the Engineer who, if he considers it necessary, will instruct the contractor to make arrangements for the removal and replacement of such beacons without any extra cost."*
6.	***Staff and Labour***	
6.1	Engagement of Staff and Labour	***Add*** *at after completion of para, the following:* *"The contractor shall follow all the rules and regulations as laid down by concern Dubai authorities for the Engagement of staff and labour and follow all health and safety Guidelines issued time to time by them." In case any financial liability occurred on principle employer due to default / contravention of any regulations / applicable in Dubai in relation to staff and labour, same will be recovered from the contractor."*
6.5	Working Hours	***Add*** *at line 1 after the word "rest," the words "public holidays"* *Add under sub-paragraph (b) after the word "consent" the following:* *"(Note: should the Engineer gives permission, the Contractor shall ensure that no inhabitants or businesses are disturbed.* *Permission granted by the Engineer shall in no way mean that the Engineer has accepted to pay extra cost associated with working outside the normal working days and time.* *However, if the Employer and the Employer's Personnel incur additional costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the*

		Contractor accordingly, with a copy to the Employer.)"
6.6	Facilities for Staff and Labour	***Delete** in first paragraph, line 1 and 4 the word* *"Specification" and insert "Contract".* *Add at the end of the first paragraph the following:* *"The Contractor shall provide and maintain till completion of defect liability period at his own cost, for the Employer's representative — Air Conditioned pre-engineered/porta cabins / office with all furnitures and equipments suitable for arrangement of office and meetings for accommodating atleast 15 persons suitably equipped with all the facilities such as Audio — Video arrangements for meetings to be held at site / office, telephone, fax, internet, photocopier, computer and coloured printer alongwith a operator and a office boy.* *Contractor Shall also provide stationery, consumables, regular electric & drinking water supply and staff carrying vehicle for the Engineer with driver, fuel and maintenance, survey equipments etc. as per the requirements of the project. The Contractor shall also provide an interpreter to the Employer's representative who will attend all the meetings with all the concerned authorities and minutes down the proceedings of the meetings in English and shall translate all the documents which required to be translated to English. "* ***Add** in the second paragraph, line 2 after the word "within" the words "the Site and/or".* ***Add** after the last paragraph the following paragraphs:* *"The Contractor shall arrange land (outside the Site) for temporary office, storage, accommodation and labour huts at his own cost and get the clearance of local authorities for setting up/construction of labour camp and same is deemed to be included in the rates and prices quoted by the Contractor for the works.* *The Contractor shall ensure that the area of labour huts and accommodation are kept*

		clean and sanitary conditions are maintained as laid down by the local authorities controlling the area and as per the staff welfare guidelines of the Dubai, UAE authorities. *In the event the Contractor has to shift his labour campus at any time during execution of the work on the instructions of local authorities or as per the requirement of the work progress or as may be required by the Employer/Employer 's representative, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account."*
6.8	Contractor's Superintendence	***Add*** *at the end of this Sub-Clause the following paragraphs:* *"A reasonable proportion of the Contractor 's superintending staff shall have a working knowledge of the English Language.* *The Contractor shall provide an experienced Mechanical, Electrical and Plumbing (MEP) Services Co-ordinator, holding at least a Diploma in Mechanical and Electrical Engineering field and having an experience of minimum 10 years working in Dubai or UAE.* *The MEP services co-ordinator shall be responsible for the co-ordination of the MEP works and supervision of quality and progress of the MEP works and cost.* *The MEP services co-ordinator proposed by the Contractor shall be to the consent of the Employer's Representative.* *The Contractor shall provide an experienced Project Planning, scheduling and monitoring expert holding at least a Diploma in relevant field of Engineering and Management and should Know BIM* *The Planning expert may be a person or consulting group responsible for progress monitoring and submitting reports for critical activities etc on fortnightly basis using latest software tools Primevera(P6, BIM) etc.* *The Planning expert proposed by the Contractor shall be to the consent of the Engineer. Contractor shall provide Health & Safety Engineer and Quality*

		Inspector/Engineer for the project. Both should be eligible to work in Dubai. *The Health & Safety Engineer and Quality Inspector/Engineer proposed by the Contractor shall be to the consent of the Engineer."*
6.10	Records of Contractor's Personnel and Equipment	***Delete** in line 3, the words "calendar month" and insert "calendar fortnight"*
6.12	Foreign Contractor's Personnel, Burial and Repatriation	***Add** under this new Sub-Clause the following:* *"The Contractor may import any foreign Contractor's Personnel who are necessary for the execution of the Works. The Contractor shall be fully responsible for the imported foreign Contractor's Personnel and:* - *must ensure that these personnel obtain the required residence visas and work permits or occupation permits or other necessary permits or authorizations from the relevant authorities before being engaged upon the Works. All the permits and authorizations must be valid during the period these personnel are in Dubai;* - *In case if any Payment is required to be made on account of work permit fee towards the Non-Citizen deployed in the Project to Govt. of Dubai (UAE), the eligible amount against fees shall be paid by the Contractor.* - *provide and maintain, as he may consider necessary for these personnel, facilities such as accommodation and amenities including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses, fire prevention and fire-fighting equipment, air conditioning, cookers, refrigerators, furniture and other requirements in connection with such accommodation or amenities. The Site, the Works and the neighborhoods of the Site shall not be permitted to be used as temporary camps/housing by these personnel;*

		- *shall be responsible for their return in a suitable manner to the place they were recruited or to their domicile,.* - *shall provide necessary assistance to these personnel in case of injury and/or illness;* - *shall make all necessary arrangements for the transport/return, to places authorized by law for burial or incineration, of any of these personnel or members of their families who may die in Dubai. Burial or incineration on the Site shall not be allowed."*
6.13	Epidemics	***Add*** *under this new Sub-Clause the following:* *"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 of Dubai, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.* *The Contractor shall ensure that all his workpeople working in an environment of foul sewage, in and around sewerage networks, are duly and satisfactorily vaccinated against all possible contamination."*
6.14	Records of Safety and Health	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall maintain such records and make such records concerning safety, health and welfare of persons and damage to property as per the health and Safety guidelines of Dubai, UAE authorities. All such records shall be made available to the Employer Representative."*
6.15	Reporting of Incidents & Accidents	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall report to the Employer Representative details of any incident and accident immediately after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify, the Employer Representative immediately by the quickest available means and shall make all*

		required arrangements for the treatment of the injured worker."
6.16	Supply of Water	***Add*** *under this new Sub-Clause the following:* *"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 Contractor's Personnel and Employer's Personnel and for the execution and completion of the Works."*
6.17	Alcoholic Liquor or Drugs	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by Contractor 's Personnel."*
6.18	Arms and Ammunition	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid "*
6.19	Festivals and Religious Customs	***Add*** *under this new Sub-Clause the following:* *"The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest as published yearly by the local / Dubai / UAE authority.*
6.20	Observance by Sub contractors	*Add under this new Sub-Clause the following:* *"The Contractor shall be responsible for the observance of all the provisions under this Clause 6 by any Subcontractors/Specialized agencies employed by him in the execution of the Contract."*
7.	***Plant, Materials and Workmanship***	
7.2	Samples	***Add*** *the following sub-paragraph:*

		"(c) Samples and mock ups of any materials, workmanship or building components." ***Add*** *at the end of this Sub-Clause the following:* *"The Engineer or the concerned Employer's Personnel shall retain and use the approved sample as reference when approving actual works done or goods supplied"*
7.3	Inspection	***Add*** *in the last paragraph, line 1 after the word "give" the words "a minimum of 48 hours"* ***Add*** *in the last paragraph, line 2 after the word "transport." the following:* *"Should the inspection fall within the jurisprudence of the statutory provisions of an authority other than that of the Engineer, the Contractor must notify within reasonable time this authority, with copy to the Engineer, of the date when the inspection is to be done."*
7.4	Testing	***Add*** *at the end of the first paragraph the following paragraph:* *"The Employer's Representative may request the Contractor to arrange for independent bodies to carry out tests as per the guidelines laid down by the Dubai authorities or the Contractor to carry out the tests themselves on the Plant and Materials that the Contractor intends to use and on the Works done by the Contactor, to check if they comply with the Contract. The costs associated with such tests shall be deemed to be included in the rates and prices of the Contract."* ***Delete*** *at the end of sub-paragraph (a) the words ", and" and* ***insert*** *"."* *Delete sub-paragraph (b) entirely*
7.6	Remedial Work	***Add*** *at the end of this Sub-Clause the following paragraph:* *"The Employer shall not be bound to accept any defective works. If the Employer accepts any defective works, both the lost value of the Works to the Employer and the savings in cost to the Contractor in not having to rectify the defective works shall be evaluated by the Engineer. The Engineer shall use the greater figure of the two evaluations and*

		shall proceed in accordance with Sub-Clause 3.5 of these conditions to agree or determine this matter."
7.9	Quality of Goods, and Ownership of Materials Found on Site	***Add** under this new Sub-Clause the following:* *"The Contractor shall guarantee the strength and quality of all Goods supplied by him and all workmanship and he shall not be relieved of any of his obligations with respect to the sufficiency of the Goods and Works by reason of no objection having been received from the Engineer or Employer's Personnel although the same may have been inspected by them in regular course. The Contractor shall furnish all information as to the quality, weight, constituent substances, dimensions, levels, strengths and descriptions of the Goods and Works and give the Engineer or Employer's Personnel such particulars as may be required.* *Where applicable, on receipt of any Goods supplied to the Contractor by the Employer the Contractor shall examine them immediately and if no notification to the contrary is received by the Engineer within 24 hours, they shall be deemed to have been received by the Contractor without defect or deficiency.* *All materials and items of any kind, whether obtained from demolition, removal, excavations or found on or under the Site or on or under any additional site which the Contractor shall have been allowed to occupy, shall remain the property of the Employer and shall not be used in the Works or sold or otherwise disposed of without the written authority of the Engineer.* *No excavations are to be made upon the Site or additional site beyond those shown in the drawings or described in specifications without the previous written authority of the Engineer. A refusal by the Engineer to grant an authority under this clause shall be absolutely final."*
7.10	Procurement of Goods	***Add** under this new Sub-Clause the following:* *"The Contractor shall be solely responsible for the supply of the Goods (excluding those supplied by the Employer, if any) required for*

		the execution of the works. He shall ascertain himself of the availability of such Goods at all times during the Contract. *The Contractor shall be deemed to have satisfied himself that all the Goods are procurable in time to suit his programme of works, in the dimensions, in the single lengths, in the pieces, in the quantities and to the specifications shown or stated on the drawings or in the Specification or described in the Bill of quantities or in the Contract.* *The Employer shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of shortage of Goods at any time during the Contract."*
8.	***Commencement, Delays and Suspension***	
8.1	Commencement of Works	***Delete*** *this Sub-Clause entirely and Add.* *"The Commencement date shall be as stipulated in letter of Award."*
8.2	Time For Completion	***Add*** *after the last paragraph the following:* *Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 10, within the time in the Appendix to the Tender as that within which the Works are to be commenced, or such extended time as may be allowed under Clause 8.4.* *The Contractor shall obtain BCC (Building Completion Certificate) 45 days (forty five days) prior to the Time for Completion as stipulated in the Appendix to the Tender and failure of the Contractor to obtain TOC (Taking over Certificate) within 45 days from the BCC date for whatsoever reason the Contractor is liable for Delay Damages (Liquidated Damages) as per sub clause 8.7 and the delay damages as specified for each day of delay in the Appendix to the Tender which shall be deducted from the payment certifications on a monthly basis.*
8.3	Programme	***Delete*** *in first paragraph, line 1 "28" and insert "14".*

		Add *after the last paragraph the following:* *"All the programmes shall be prepared using Microsoft Project/Primavera (P6)/BIM or such other types of software approved by the Employer 's representative.* *The programmes shall be prepared by the Contractor to show or include at least the following: -* - *planned start and planned finishing dates for each activity;* - *duration of each activity;* - *dependency (if any) between each activity;* - *critical path and critical activities;* - *actual start and finishing dates for each activity;* *The Contractor shall carry out all the works given in the scope of work within the Time for Completion of the Contract.* *The Contractor is to include the duration of these works in his program and is deemed to have allowed in his offer for any cost associated with these works including for the items set out in Technical Specifications Requirements and the Bill of Quantities.* *The Contractor shall not be entitled to any additional time and/or costs (loss and expense) to execute these works.* *The Contractor is deemed to have considered in his programme the provisions under Sub-Clauses 6.5 and 8.4 and events for which he shall not be entitled to extension of time.* *The Contractor shall be deemed to have visited the site and its surrounding environment and to have based his programme on the nature of the ground, subsoil to be excavated, the contours thereof local conditions, site conditions, climatic conditions, restrictions, limitations, working space available, means of access, risk of damage to the existing structure and adjoining properties and resources availability.* *The Contractor shall, at the end of each month, provide to the Engineer as-built*

		programmes and update his programme to show works completed and his plan to complete the remaining works within the remaining time. "
8.4	Extension of Time for Completion	***Delete** this sub-clause entirely and Add the following* *"The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent subject to the approval by the Employer.* *If the Contractor considers himself to be entitled to an extension of the Time for completion, the Contractor shall give notice to the Engineer in charge in accordance with Sub-Clause 20.1 [Contractor's Claim].* *The request of extension should be accompanied with the copy of the Hindrance Register (the format of the Hindrance Register shall be provided by the Engineer in charge) along with relevant supporting documents for the consideration of the Engineer in charge. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time subject to the amount of time extension approved by the employer "*
8.7	Delay Damages	***Add** at the end of this Sub-Clause the following paragraphs:* *"In case the required progress is not achieved to meet the following time deadlines / milestones of the completion period, the Employer may without prejudice to any other method of recovery, and without the Employer having to fulfill any judicial or extra judicial formality or to serve a "mise en demeure" deduct the amount @ 0.5% per week for Employer and AED. 2,500.00 per day for Consultant as Compensation for delay of work as damages from any monies due or to become due to the Contractor.* *Milestones have laid down and dates for the completion of various stages of work*

mentioned in table below, accordingly the work shall be carried out in following stages.

If the Contractor does not achieve the interim milestones as stated below, the amounts will withheld from the due payments calculated by multiplying the Contract sum by the percentages mentioned below against each milestones.

Withholding of this amount on failure to achieve a milestone shall be without any notice to the Contractor. Further no interest shall be payable to the contractor on such withheld amount.

Upon the achievement of any interim milestone the withheld amount shall be released in the subsequent Interim Payment Certificate.

Milestone	***Completion Period*** ***'D'- Commencement Date***	***% withheld of contract amounts***
Foundation	*D+2 months*	*0.1 %*
Ground Floor Slab	*D+4 months*	*0.1 %*
G+2 Podiums	*D+6 months*	*0.1 %*
G+2P+4	*D+9 months*	*0.1 %*
G+2P+8+R	*D+12 months*	*0.1 %*
Internal Finishing	*D+15 months*	*0.1 %*
External Finishing	*D+16 months*	*0.1 %*
DEWA Permanent Connection	*D+16 months*	*0.2 %*

		<table><tr><td>*Building Completion Certificate*</td><td>*D+17 months*</td><td>*0.1 %*</td></tr></table> *There shall be no reduction in the amount of the damages stated in the Appendix to Tender if a Taking Over Certificate is issued in respect of part or section of the works before the Taking Over Certificate of the whole of the Works comprising the Contract is issued."*
8.9	Consequences of Suspension	***Delete*** *at the end of sub-paragraph (a) the words ", and" and insert "."* ***Delete*** *sub-paragraph (b) entirely.*
8.10	Payment for Plant and Materials in Event of Suspension	***Delete*** *this Sub-Clause entirely.*
9.	***Tests on Completion***	
9.4	Failure to Pass Tests on Completion	***Delete*** *in the last Paragraph in line 4 of this sub-clause all the words "failure." And* ***Add*** *"The calculation of amount to be reduced/deducted from the Contract Price in regard to this sub- clause shall be solely calculated by the Employer 's Representative and shall be acceptable to the Contractor"*
10.	***Employer's Taking Over***	
10.1	Taking Over of the Works and Sections	***Add*** *in the first paragraph, in line 4 after the words "[Time for Completion]" the following:* *" , Sub-Clause 45 [As-Built Documents], Sub-Clause 46 [Guarantees, Warranties and Operation & Maintenance Manuals]"* ***Delete*** *all the words under sub-paragraph (a) and insert:* *"issue the Taking-Over Certificate to the Contractor if the Works or Section were completed in accordance with the Contract and were free from any defects. The Taking-Over Certificate shall state the date which the Works or Section were completed in accordance with the Contract.* *The Engineer may (but shall not be bound) issue the Taking-Over certificate if there any*

		minor outstanding works and minor defects which will not substantially affect the use of Works or Section for their intended purpose (either until or whilst these outstanding works are completed and these defects are remedied), provided in that the Contractor gives a written undertaking to the Engineer to complete such minor outstanding works and defects within such time as is instructed or required by the Engineer."
10.3	Interference with Tests on Completion	***Replace*** *"14 days" in line 1 by "30 days".* ***Delete*** *at the end of sub-paragraph (a) the words ", and"* *and insert ". "* ***Delete*** *sub-paragraph (b) entirely.*
11.	***Defects Liability***	
11.1	Completion of Outstanding Work and Remedying Defects	***Add*** *under sub-paragraph (a) in line 2 after the words "the Engineer" the words "or within the time set in any schedule attached with the Taking- Over Certificate"*
11.3	Extension of Defects Notification Period	***Add*** *in the second paragraph, line 2 after the words "[Suspension of Work]" the words "for a cause which the Contractor was not responsible".*
12.	***Measurement and Evaluation***	
12.1		*Delete this Sub-clause entirely and replace with the following* *This is a Fixed Price Single Percentage Contract and shall not be subject to re-measurement except where specifically provided for in the Contract. The Engineer shall, when he requires any Variations to be measured, give reasonable notice to the Contractor's authorized agent, who shall:* *a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and* *b) supply all particulars required by tl Engineer.*

		Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such Variations. For the purpose of measuring such Variations as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.
12.3	Evaluation	***Add*** *in the second paragraph after the first sentence the following:* *"The rates and prices in the Contract Bill of Quantities shall apply irrespective of the final quantities. All items in the Contract Bill of Quantities are fixed rate items, unless otherwise stated in the Contract Bill of Quantities.* *The evaluation will be done for the certification and release of payments due from IPCs only as this is a fixed price single percentage contract"* ***Delete*** *sub-paragraphs a(i), a(ii), a(iii) and a(iv) entirely.* ***Delete*** *the words "or" and "(b)" between subparagraphs (a) and (b). Note: The provisions under (i), (ii), (iii) are not deleted.*

		Delete *in the penultimate paragraph, line 3 the words "sub paragraph (a) and/or (b)" and insert "this amended Sub-Clause"*
13.0	***Variations and Adjustments***	
13.3	Variation Procedure	***Insert*** *in the first paragraph, line 1 after the words "prior to" the words "or after".* ***Delete*** *in the first paragraph, word "as soon as practicable" and add "within 7 days".*
13.5	Provisional Sums	***Insert*** *in the first paragraph, line 1 after the words "provisional sums" the words "and prime cost items".* ***Add*** *the following after last paragraph* *"The Provisional Sum and Prime Cost items shall be Nominated in full or partial scope or in parts either ahead or later than the scheduled dates in the baseline program by using complete float duration of the activity in the baseline program or in the updated program and as per Project requirement. Contractor to submit related quantities with required techno-commercial comparison as per Engineer's instruction, providing sufficient duration for the Engineer to review and approve prior to start of nomination process."* *The Tenderer shall note that the 'Single Percentage' price submitted by him will be adjusted for PS and PC items as well based on the Nomination.*
13.7	Adjustments for Changes in legislation	***Delete*** *all the words under this Sub-Clause and insert:* *"The Contract Price shall be adjusted for any subsequent changes in legislation or introduction of new laws / legislation. Any rise or fall (as a result of change in VAT) or any amendment to the Act thereof shall be entertained.* *The Contract Price shall not be adjusted for any rise or fall in the cost of labour, materials, fuel and any other input to the Works that are subject to the control of the Government, the National Remuneration Board, the Ministry of Commerce &*

		Industries, or any Authorities by way of Legislation and Regulations."
13.8	Adjustments for changes in cost	***Delete** all the words under this Sub-Clause and insert:* *"No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this Contract."*
13.9	variations extent and pricing	***Add** under this new Clause the following:* *"The Employer Representative shall have power* *(i) to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work,* *(ii) to omit part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Employer Representative and such alterations, omissions, additions, or substitutions shall form part of with any instructions given to him in writing signed by the Employer Representative and such alterations, omissions, additions, or substitutions shall form part of the contract as if originally provided therein and any altered, additions or substituted works which the contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the contractor on the same conditions in all*

		respects including price on which he agreed to do the main work
14.	***Contract Price and Payment***	
14.1	The Contract Price	***Add*** *The quoted price by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this Contract.* *Add sub clause (e) , (f) & (g)* *(e) "The Contractor price is to be exclusive of VAT.* *(f) If VAT is exempted by the Dubai authorities for the project then the same shall be recovered from the Contractor."* *(g) The Contractor, the Contractor's Personnel, the Subcontractors and suppliers and all their personnel shall be liable to pay all taxes in accordance with the Laws of Dubai."*
14.2	Advance Payment	***Delete*** *all the words under this Sub-Clause and insert the following:* *"The Employer shall make advance payments to the Contractor, on 10% interest rate as mentioned in Appendix to tender as loan for mobilization, if and after the Employer and/or its Personnel receive all the documents stated below:* *(a) Contractor's request for the advance payments.* *(b) Performance Security in accordance with Sub Clause 4.2.* *(c) A guarantee in amount and currency equal to the advance payment requested by the Contractor.* *This guarantee shall be in the form of a bank guarantee from a recognized Bank acceptable to the Client located and operating in Dubai. The bank providing such guarantee shall be subject to the approval of the Employer. The terms of*

		the guarantee shall be in the form as annexed to these conditions. *The Contractor shall, when delivering the original version of the guarantee to the Employer, notify the Employer Personnel and provide a copy of it to him.* *The Employer shall keep the original version of the guarantee in his custody.* *The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid to the Employer, but the guaranteed amount may be progressively reduced by the amount of advance repaid to the Employer by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid to the Employer by the date 56 days prior to the expiry date of the guarantee, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid to the Employer.* *The maximum advance payment, the number and timing of installments and the applicable currencies and proportions shall be as stated in the Appendix to Tender.* *The Employer shall issue Payment Certificates for the advance payments within 7 days after receipt of all the documents stated under (a), (b) and (c) above. The Employer shall pay the Contractor within 14 days after receipt of the Payment Certificate for the Advance,* *However, the release of payment is subject to complying with all terms and conditions of Contract.* ***Repayment of Advance payment:*** *The advance payment shall be repaid to the Employer through deductions in Payment Certificates.* *Repayment of advance payment shall commence through the Payment Certificate following the Payment Certificate in which the advance payment is certified.* *Repayment of advance payment shall be on a pro-rata percentage basis to the gross*

		value of the work certified (including unfixed Materials and Plant on Site) in such a way that the entire advance is repaid to the Employer either by the time eighty percent of the Accepted Contract Amount is executed and paid or on expiry of eighty percent of the period of Time for Completion, whichever is earlier. *If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer."*
14.3	Application for Interim Payment Certificates	***Add** at line 5 after the words "[Progress Reports]" , the following:* *The Contractor shall submit to the Engineer at the end of each month a statement in the form approved by the Engineer as per the IPC check list, showing the amounts to which the Contractor considers himself entitled up to the end of the month in respect of:* *(a) The estimated value in accordance with the Contract of the Permanent Works executed on The Site forming part of the works.* *(b) The estimated value in accordance with the Contract of any materials on Site for the permanent Work supplied by the Contractor but not yet incorporated.* *(c) The Permanent Work supported by relevant invoices & other documents. Delivery of materials to site considered too early by the Engineer will not be included until necessary.*

		Payments on account of such items in the Bill of Quantities not included under (a) or (b) above. *The Contractor shall ensure NCRs (Non-conformance reports) are closed within the period as notified by the Engineer and closure of NCRs shall be condition precedent prior to the submission of the interim payment applications.* *The Contractor shall ensure that there shall not be any pending NCRs related to any WIR (Work inspection request) raised by the Contractor, if it is found that despite pending NCRs related to WIR and the Contractor has proceeded with the works without closing the NCRs, he shall be solely responsible for proceeding with the works without closing the NCR.* *The approval of the WIR by the Engineer shall not relive the Contractor for the consequences on non-closure of the NCRs and proceeding with the subsequent works.* *The Engineer shall not accept the interim payment applications unless NCRs closure is done by the Contractor as above.* *The Contractor shall submit the variation claims if any, in the interim payment applications on a monthly basis for approved variation.* ***Correction of Certificates*** *The Engineer may make any correction or modifications or in any previous certificate, which have been issued by him and shall have power to withhold any payment certificate of the Works or any Part thereof are not being carried out to his satisfaction.*

		All payments will be made in the currency of the United Arab Emirates *The Contractor shall not be entitled to balance half of the retention monies until the issue of the Defects Liability Certificate.* *As soon as possible after the issue of the Completion Certificate for the whole for the Works the Contractor shall submit to the Engineer a statement of Final Account showing in detail in the form approved by the Engineer the value in accordance with the contract of all works executed under the Contract. The Engineer shall after examining the final account certify to the Employer to amount of payment which the Engineer shall consider due and payable in accordance with the terms of the Contract.* *Apart from above documents, the Employer's Personnel/Engineer may ask for any other document also which he deemed required for bill payment.* *The Engineer and/or his authorized representative shall thereafter record the necessary certificates for their checks/test checks.* *The Contractor shall also submit to the Engineer separately his computerized Abstract of Cost and the Statement (Bill) based on progress, duly bound, and its pages numbered along with five spare copies of the Statement (Bill).* *The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of bills /levels by the Engineer or his representative.* *It is also a term of this Contract that checking and/or test checking the progress of any item of work and/or its payment in the interim, on account of final Statement (bill) shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the Defects Notification Period. "*

14.5	Plant and Materials intended for the Works	***Delete*** *all the words under this Sub-Clause and insert:* *"Unfixed Plant and Materials shall be payable to the Contractor if all the following conditions are to the satisfaction of the Engineer:* *(i) The Contractor has applied for it in his Statement;* *(ii) The unfixed Plant and Materials are on Site (Note: outside Site shall not be paid);* *(iii) The unfixed Plant and Materials are in full accordance with the specifications in the Contract;* *(iv) The unfixed Plant and Materials are properly insured, stored and protected against loss, damage or deterioration on Site;* *(v) The unfixed Plant and Materials are to be used and incorporated in the Permanent Works within a reasonable time i.e. it has not been brought on the Site too prematurely;* *(vi) The Contractor has submitted to the Engineer as evidence such details, records, invoices, vouchers or other documents as the Engineer may require for determining the quantities and the costs of acquiring and delivering the Plant and Materials to the Site, of the unfixed Plant and Materials.* *(vii) The Contractor has submitted valid Cession of Rights as per the form prescribed in the Contract and has to submit a bank guarantee in the prescribed format by the Employer for a value approved by the Employer's Representative.* *Notwithstanding the transfer of ownership rights from the Contractor to the Employer the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor until Taking-Over by the Employer of the Works or part thereof in which such Plant and Materials are incorporated and shall make good at his own*

		cost any loss or damage that may occur to the Works or part thereof from any cause whatsoever during such period before taking over. *The amount to be certified shall be the equivalent of seventy five per cent (75%) of the Engineer 's or concerned Employer's Personnel's determination of the Cost of the unfixed Plant and Materials (including delivery cost to the Site), taking into account of the documents mentioned in this Sub-Clause and the rates and prices in the Contract. Should the actual costs be higher than the rates and prices in the Contract, the Engineer shall use the rates and prices in the Contract and deduct labour and profit.* *Unfixed Plant and Materials paid by the Employer shall become the property of the Employer and shall not be removed from the Site by the Contractor, Subcontractors or suppliers without the written consent of the Engineer."* ***Recovery of payment effected for unfixed Plant and Materials on site:*** *Any payment effected for unfixed Plant and Materials on site shall be recovered in full from the next Interim Payment Certificate and fresh advance shall be paid for the balance quantity of Plant and Materials available on site.*
14.6	Issue of Interim Payment Certificates	***Add*** *after the first paragraph, a new paragraph as follows:* *"The Engineer shall consider the actual progress of works on Site when certifying the amount for Bills. During the RERA inspection if the progress certified in the IPC is different with respect to RERA certification, the necessary revisions to the consequent IPC shall be done after adjustment of advances / any dues of contractor "*
14.7	Payment	***Add*** *in subclause (b) after the word "supporting documents:" the following* *The Engineer shall, after checking each such monthly statement, issue a Payment Certificate to the Employer with a copy to the Contractor certifying the amount of payment to the Contractor which the Engineer shall consider due*

		and payable in accordance with the Terms of Contract within 60 days (15 days for Engineer's Certification and 45 days for Employer's Payment) subject to the retention, advance deduction and other Conditions stated in Appendix to Tender/ LOA and provide that the Engineer shall not issue a payment Certificate if the amount thereof would be less than the minimum amount of payment certificates stated in the Tender after deducting retention monies and any sums which due and payable to the Employer by the Contractor in terms of the Contract. *Before issuing, any interim payment certificate, which includes any payment in respect of work done or goods, materials or services supplied by any of the Sub-Contractors/supplier of the Contractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the work done or goods, materials or services of such Sub-Contractor/supplier have been paid or discharged by the Contractor, in default whereof unless the Contractor shall* *(a) Inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments and* *(b) produce to the Engineer reasonable proof that he has s informed such Sub-Contractor/supplier in writing,* *The Engineer shall have powers to with-hold all further interim payments, till such period the Contractor provides reasonable proof that all payments, less retentions, included in previous certificates have been paid or discharged by the Contractor to his Sub-Contractors/supplier.*

		Alternatively, the Employer shall be entitled to pay to such Sub-Contractor/supplier direct, upon the Certificate of the Engineer, all payments, less retentions, provided for in the Sub-Contract, which the Contractor has failed to make to such Sub-Contractor/supplier and to deduct by way of set-off the amount so paid by the Employer from any sums due or which may become due from the Employer to the Contractor. Provided always that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor deduct from the amount thereof the amount so paid, direct as aforesaid. *The direct payments as mentioned above do not create any privy of Contract between the Employer and the Sub-Contractor/supplier and all obligations of the Contractor under the Contract will remain unchanged.* *The payment of IPCs shall be done after and subject to RERA approval (wherever required) after adjustment of advances / any dues of contractor"* ***Add** at the end of this Sub-Clause, the following:* *"No payment shall be issued until and unless the Contractor has sent to the Employer a proper invoice.* *Payments shall be effected to the Contractor in a bank account in Dubai.* *If any dispute, difference or question arises between either the Employer or the Contractor and the Authority of Value Added Tax in relation to any tax chargeable or alleged to be chargeable in connection with the Contractor or the Works, each shall render to the other such support and assistance as may be necessary to resolve the matter.* *All payments to the Contractor shall be subject to VAT liabilities applicable under the Laws of Dubai.*

		All bank charges shall be borne by Contractor. "
14.8	Delayed Payment	***Delete** this Sub-Clause entirely.*
14.9	Payment of Retention Money	***Add** after the last paragraph, the following paragraph:* *"Notwithstanding the above, the Engineer shall not certify the payment of any Retention Money unless and until the Employer receives from the Contractor all test certificates, indemnities and warranties, guarantees, as built drawings, operating and maintenance manuals and any documents the Contractor is required to submit under the Contract."*
14.13	Issue of Final Payment Certificate	**Add** in last paragraph, line 5 after the words *"he fairly determines to be due"* the words *", which shall be final and conclusive"*
14.16	Transfer of Currency	**Add** this new Sub-Clause as below: *"Any transfer of currency shall be carried out in accordance with the existing laws and regulations in force in Dubai at the time of such transfer and all fees and losses associated with transfer shall be for the Contractor's account."*
16.	***Suspension and Termination by Contractor***	
16.1	Contractor's Entitlement to Suspend Work	***Delete** in the first paragraph, lines 2 and 3 the words "Sub-Clause 2.4 [Employer's Financial Arrangements] or".* ***Delete** in the second paragraph the words "to financing charges under Sub-Clause 14.8 [Delayed Payment] and"* ***Delete** at the end of sub-paragraph (a) the words ", and" and insert "."* ***Delete** sub-paragraph (b) entirely.*
16.2	Termination by Contractor	***Delete** sub-paragraph (a), (b) & (c).* ***Delete** in the Second Last Paragraph line 1 "14"and Add "30"* **Delete** in the Second Last Paragraph line 2 completely and **insert** *"However. in the case of sub paragraph (f) or (g), the Contractor*

		may by terminate the Contract by giving 14 days notice."
17.	***Risk and Responsibility***	
17.5	Intellectual and Industrial Property Rights	***Delete*** *in the last paragraph the words "or arbitration"*
18.	***Insurance***	
18.1	General Requirements for Insurances	**Delete** in the sixth paragraph, line 2 the words *"(calculated from the Commencement Date)" .* ***Add*** *under sub-paragraph (a) after the word "affected" the words "and are being kept in force".* ***Add*** *under sub-paragraph (b) after the words "[Damage to property]" the words "and Sub-Clause 18.5 [Insurance for Design Carried Out by Contractor]"* ***Add*** *after sub-paragraph (b), the following subparagraph:* *"(c) Certificates letter from the insurer(s) confirming that the insurance(s) they are providing comply fully with the terms under sub-clauses 18.1, 18.2, 18.3 and 18.4 of the Particular Conditions and General Conditions in the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999 with Errata to the First Edition 1999, all published by FIDIC."* ***Add*** *after the last paragraph the following paragraph:* *"The Contractor shall effect and maintain all insurances required under and as per the terms of the Contract and as required by the Expo authorities for which he is responsible. Such insurances shall be contracted with a local insurance company duly registered with the UAE/Dubai Insurance Authority and acceptable to the Employer and in terms approved by the Employer (whose approval shall not be unreasonably withheld).*

		Insurance Policies should be in the joint name and first name should be Employer. *The Contractor shall insure or cause to be insured with the insurers all imported goods financed out of the proceeds of the Contract against marine and other hazards incidental to the acquisition, transportation and delivery thereof to place of use or installation and where appropriate against all usual risks pertaining to the construction of the Works. The provision of such insurance and the costs thereof shall be deemed to be included in the Contractor's prices and rates.* *All the insurance policies must include a clause forbidding their cancellation without the insurer giving prior notice to the Employer and the Engineer.* *The Minimum Insurance required are -* ➢ *Third Party liability Insurance.* ➢ *Contractor's All Risk Insurance* ➢ *(covers all risks of physical loss or damage to the Works).* ➢ *Contractor's Plant and Equipment* ➢ *Worksman Compensation and Employer's Liability Insurance.* ➢ *Marine Cargo Insurance (land, sea and air from country of origin).* ➢ *Automobile Liability (including off-road cover).* ➢ *Professional Indemnity Insurance (for any design elements carried out by the contractor).* ➢ *Other insurances required to comply with the local applicable laws.* *The contractor shall obtain the insurance till the completion of scope of work"*
18.2	Insurance for Works and Contractor's Equipment	***Add** at the end of first paragraph, after the words "Works." the following:* *"This insurance shall also cover the Works, Plant, Materials and documents of Subcontractors/nominated Subcontractors."*

		***Add** under sub-paragraph (b), line 1 after the word "Parties" the words "and Subcontractors/nominated Subcontractors."*
18.3	Insurance against Injury to Persons and Damage to Property	***Add** at the end of first paragraph, after the words "Performance Certificate." the following:* *"This insurance shall also cover the liabilities of Subcontractors/ nominated Subcontractors."* ***Add** under Sub-paragraph (b), after the word "Parties" the words "Subcontractors / nominated subcontractors".* **Add** at the end of this Sub-Clause the following paragraph: *"The insurance policy must specify that the Employer and his employees or representatives, the Engineer and his employees or representatives, the Employer's Personnel and their employees or representatives, as well as the employees of any other company on the Site are considered as third parties under the insurance policy."*
18.5	Insurance for Design Carried Out by Contractor	***Add** under this new Sub-Clause the following:* *"The works designed by the Contractor, the Contractor and/or his appointed professionals shall take out and maintain (for a period of at least 10 years after the issue of the Taking-Over Certificate) insurance cover for an amount of not less than AED 10.00 millions to cover risks associated with design."*
19.	***Force Majeure***	
19.1	Definition of Force Majeure	***Add** in Sub-Clause 19.1 (v) after the word "volcanic activity" the words "or cyclone warning class 3 (or above) or Tsunami".* ***Add** the following: "(v) acts of piracy."*
20.	***Claim, Disputes and Arbitration***	
20.2	Appointment of the Dispute Adjudication Board	***Delete** this Sub-Clause entirely.*

20.3	Failure to Agree Dispute Adjudication Board	***Delete** this Sub-Clause entirely.*
20.4	Obtaining Dispute Adjudication Board's Decision	***Delete** this Sub-Clause entirely.*
20.5	Amicable Settlement	***Delete** this Sub-Clause entirely.*
20.6	Arbitration	***Delete** this Sub-Clause entirely.*
20.7	Failure to Comply with Dispute Adjudication Board's Decision	***Delete** this Sub-Clause entirely.*
20.8	Expiry of Dispute Adjudication Board's Appointment Appendix - General Conditions of Dispute Adjudication Agreement	***Delete** this Sub-Clause entirely.* ***Delete** this appendix and annex entirely.*
20.9	Engineer's Decision	***Add** under this new Sub-Clause the following:* *If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may, in the first place, refer the dispute in writing to the Engineer for his decision, with copies to the other Party. Such reference shall state that it is given under this SubClause.* *Within 84 days after receiving such reference the Engineer shall give his decision in writing to both Parties. Such decision shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or in a decision of the Court of Dubai as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.* *If either Party is dissatisfied with the Engineer's decision, then either Party may, within 28 days after receiving the Engineer's*

		decision, give notice to the other Party (with copy to the Engineer) of its dissatisfaction. *If the Engineer fails to give his decision within the period 84 days after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party (with copy to the Engineer) of its dissatisfaction.* *In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.12[Failure to Comply with Engineer's Decision], neither Party shall be entitled to commence actions at the Court of Dubai of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.* *If the Engineer has given his decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after receipt of the Engineer's decision, then the Engineer's decision shall become final and binding upon both Parties.*
20.10	Amicable Settlement	***Add*** *under this new Sub-Clause the following:* *Where notice of dissatisfaction has been given under Sub-Clause 20.9 above, both Parties shall attempt to settle the dispute amicably before the commencement of actions at the Court of Dubai. However, unless both Parties agree otherwise, actions at the Court of Dubai may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.*
20.11	Court	***Add*** *under this new Sub-Clause the following:* *Unless settled amicably, any dispute in respect of which the Engineer's decision (if any) has not become final and binding shall be finally referred to the Court of Dubai for decision.* *Court actions may be commenced prior to or after completion of the Works. The obligations of the Parties and the Engineer*

		shall not be altered by reason of any court actions/proceedings being conducted during the progress of the Works.
20.12	Failure to Comply with Engineer's Decision	***Add** under this new Sub- Clause the following:* *In the event that:* *(a) neither Party has given notice of dissatisfaction within the period stated in Sub-Clause 20.9 [Engineer's Decision],* *(b) the Engineer's related decision (if any) has become final and binding, and* *(c) a Party fails to comply with this decision,* *then the other Party may, without prejudice to any other rights he may have, refer the failure itself to the Court of Dubai under Sub-Clause 20.11 [Court]. Sub-Clause 20.9 [Engineer's Decision] and Sub-Clause 20.10 [Amicable Settlement] shall not apply to this reference.*
Add the following new Clauses to the General Conditions:		
21.0	Dilapidation Surveys	***Add** under this new Clause the following:* *"If applicable,* *(a) The Contractor shall carry out, before starting any Works, dilapidation surveys to the property in or to which the Works are to be executed, all adjoining and surrounding properties that may be affected when the Works are executed or where there is risk of receiving claims from the owners of these properties.* *(b) The Contractor shall, before starting any works,* *(i) submit a copy of all the surveys to the owners of these properties, the Engineer and the Employer.* *(ii) endeavour to obtain the written acceptance of the Employer and the owners of the properties on the results of the survey, before starting any works."*
22.	Clearance from Authorities	***Add** under this new Clause the following:* *"The Contractor shall obtain all necessary clearances and permits from the relevant authorities (such as Dubai municipality,*

		TRAKHEES & NAKHEEL Departments, Dubai RERA, Dubai Land Department DEWA (Water), DEWA (Electricity), Etisalat,Du, SIRA, DCD etc) under whose jurisdiction the site falls for the execution and completion of the works."
23	Compliance with Statutory or Public Authorities	*Add under this new Clause the following:* *"The Contractor shall comply with all terms imposed by all the authorities such as TRAKHEES, NAKHEEL, DLD, RERA, DEWA (Electricity), DEWA (Water), the Waste Management Authority, Etisalat and any other authorities involved on this project.* *The Contractor shall pay for all fees, charges, rates or taxes as may be charged by Local Authorities (especially hoarding fees) and Statutory Authorities, to execute the Contract. Only the Statutory Fees related to permanent connection charges of building shall be reimbursed to the Contractor by NBCC.* *The Contractor shall supply to the Local Authorities and Statutory Authorities all information required by them in connection with the execution of the Contract and to serve notices and arrange for the inspection of the works or drawings by all relevant authorities."*
24	Barricading & Sign Board	***Add*** *under this new Clause the following:* *"The contractor shall erect the barricading along the periphery of the site in accordance with the requirements of Dubai Authorities and shall keep clean and maintain the same till the completion of works. The barricading erection shall be done by empaneled sub-contractors of authorities (if required by law of land / authorities).* *The Contractor shall provide and maintain one sign board in accordance with the drawings submitted by the Engineer, for the display of Project Details in line with the requirement of Dubai Authorities.* *The board is to be clearly visible to the public and be to the approval of the Engineer. The Contractor shall obtain and pay for all the necessary permits or licences from the authorities."*

25	Accommodation for Meeting	***Add*** *under this new Clause the following:* *"The Contractor shall provide for temporary and suitable accommodation on the Site or on nearest location to the site for 5 persons complete with table, chairs, light, air conditioning and power points, telephone & fax machines for the purpose of meetings organised by the Employee or the Employer's Personnel or the Contractor and maintain them throughout the construction period.*
26	Scaffolding	***Add*** *under this new Clause the following:* *"The Contractor shall use equipments that are in good working conditions, safe and suitable for the works. The design of the scaffolding system shall be checked and approved by a registered engineer appointed by the Contractor at his own cost. The Contractor shall submit the design of his registered engineer to the Employer's Personnel before starting any erection. The Contractor shall submit the design of his registered engineer to the Engineer before starting any erection.* *Scaffolding equipments must be erected and dismantled (under the close and constant supervision of a Contractor's Personnel qualified and experienced in the erection and dismantling of scaffold) by trained labour as per specialists' specifications, the registered engineer 's design and recommendations and any applicable law.* *All scaffolding erected must be checked regularly and maintained in safe conditions and must be in compliance with the design and recommendations of the Contractor 's registered engineer, any applicable laws and regulations to that effect, at all times by the qualified Contractor 's Personnel and trained labour."*
27	Lifting Equipments	***Add*** *under this new Clause the following:* *"The Contractor shall use equipments that are in good working conditions, safe and suitable for the works.* *All lifting equipments shall be checked and approved by a registered engineer appointed by the Contractor at his own cost.*

		The Contractor shall submit the approval of his registered engineer to the Engineer. *Lifting Equipments must be erected and dismantled (under the close and constant supervision of a Contractor 's Personnel qualified and experienced in the erection and dismantling of Lifting Equipments) by trained labour as per specialists' specifications, the registered engineer 's recommendations and any applicable law.* *All lifting equipments erected must be checked regularly and maintained in safe conditions and must be in compliance with the recommendations of the Contractor 's registered engineer, any applicable laws and regulations to that effect, at all times by the qualified Contractor 's Personnel and trained labour."*
28	Formwork Support System	***Add** under this new Clause the following:* *"The Contractor shall use equipments that are in good working conditions, safe and suitable for the works.* *The design of the formwork support system shall be checked and approved by a registered engineer appointed by the Contractor at his own cost.* *The Contractor shall submit the design of his registered engineer to the Engineer before starting any erection.* *Formwork support's equipments must be erected and dismantled (under the close and constant supervision of a Contractor's Personnel qualified and experienced in the erection and dismantling of formwork support system) by trained labour as per specialists' specifications, the registered engineer's design and recommendations and any applicable law.* *All formwork support system erected must be checked regularly and maintained in safe conditions and must be in compliance with the design and recommendations of the Contractor 's registered engineer, any applicable laws and regulations to that effect, at all times by the qualified Contractor's Personnel and trained labour."*

29	Protection of public and private properties	***Add*** *under this new Clause the following:* *"The Contractor shall protect, uphold and maintain all existing public and private roads, live drainage and services (water, power and telephone), streams, canals and sea, whether on or off the Site, during the execution of the Works.* *The Contractor shall, before commencing any works on the Site, ascertain from the public or statutory authorities and private owners the position and routing of existing drains and services.* *In the event of damage to same caused by the Works, the Contractor must arrange for such damage to be made good at his own expense or pay any charges or costs in connection therewith."*
30	Keeping Public and Private Roads Clean	***Add*** *under this new Clause the following:* *"The Contractor shall keep the public roads, private roads, parking and driveways used by him clear of all mud, materials, rubbish, debris and the like."*
31	Traffic Regulations	***Add*** *under this new Clause the following:* *"The Contractor shall comply with any police regulations, or requirements concerning pedestrian or vehicular traffic control, site access and egress, safety precautions and other matters during the execution and completion of the Works."*
32	Pumping and Dewatering	***Add*** *under this new Clause the following:* *"The Contractor shall provide for all necessary pumping and dewatering and for keeping all excavations, the Site and the Works free from surface water and underground water. The cost of same is deemed to be included in contract "*
33	Borrow Pits and Dump Areas	***Add*** *under this new Clause the following:* *"The Contractor shall consider the cost for all necessary dumping sites and borrow pits including any associated statutory fees required for completion of works. No extra claim on this account will be entertained by employer."*

34	Documents to be Kept on Site	***Add*** *under this new Clause the following:* *"The Contractor shall keep in a secured place on Site a copy of the documents forming part the Contract: Technical specifications, priced Bill of Quantities and drawings, for the Engineer's consultation on Site (when necessary).* *The Contractor shall maintain on site an updated register of all drawings and approvals received in a format approved by the Engineer. This register shall be updated immediately upon receipt of new drawings and approvals."*
35	Dimensions on Construction Drawings or For Construction Drawings and Instructions	***Add*** *under this new Clause the following:* *"Upon receipt of Drawings Contractor shall (before executing a work shown or described therein or instructed) immediately check all the dimensions against the dimensions of the existing structures or of any work already built and notify the Engineer of any discrepancies within 7 days after receiving the Drawings or instructions and get the corrected drawing issued by his consultant for obtaining approval of the Engineer in charge.*
36	Shop Drawings	***Add*** *under this new Clause the following:* *"The Contractor shall (sufficiently in advance, before execution of the works) submit to the Employer's Personnel to get it approved by the Employer's Consultant for approval, shop drawings for Mechanical, Electrical and Plumbing works, for specialists' works and for other works that the Employer's Consultant may require."*
37	Procurement Schedule	***Add*** *under this new Clause the following:* *"The Contractor shall prepare, update and submit to the Engineer on a fortnightly basis a detailed procurement schedule in the format required by the Engineer for the resources including nominated Subcontractors to be procured or have been procured for the execution of the Works.* *The Contractor shall include information such as:* *(a) orders that have been placed e.g. purchase orders;*

		(b) Plant and Materials that are being manufactured e.g. photographs and confirmation from supplier, organise visit of the Engineer at supplier 's workshop; *(c) Plant and Materials that are being shipped e.g. bill of lading, Notice of Arrival and* *(d) Plant and Materials that have arrived in Dubai (e.g. bill of entry)."*
38	Request for Information Schedule	***Add** under this new Clause the following:* *"The Contractor shall within 7 days after receiving the notice under Sub-Clause 8.1 submit to the Engineer a list (RFI Schedule) showing all the information, approvals, consents, instructions, nominations and Employer's supply Materials and Plant he requires and the dates he requires them, to execute and complete the Works without any delays, disruption and additional cost.* *The Contractor shall thereafter update and submit the schedule on a fortnightly basis to the Engineer.* *The Contractor shall base his RFI schedule on the latest program given to the Engineer. The RFI shall not contain any requirements that are unreasonable and premature."*
39	Meetings & Site Visits	***Add** under this new Clause the following:* *"The Contractor shall attend all meetings and site visits as required by the Engineer for the proper management of the project.* *The Contractor shall arrange for their Subcontractors to attend meetings, whenever required by the Engineer or the Employer's Personnel.* *The Contractor shall hold necessary meetings with his Subcontractors and suppliers to monitor progress, quality and co-ordinate all aspects of the project. Contractor has to attend all the meetings organized by the Dubai Authorities time to time."*
40	Description in Bill of Quantities	***Add** under this new Clause the following:* *"The descriptions in the Bill of Quantities shall be read in conjunction with the Contract Documents.*

		The descriptions may be brief but fully described when read in conjunction with the relevant requirements in other documents forming part of the Contract i.e., Technical Specifications etc. No claims whatsoever will be allowed in respect of errors or omissions in pricing due to brevity of descriptions of items in the Bill of Quantities, if fully described when read in conjunction with other documents."
41	Quantities in Bill of Quantities	*The Contract is a 'FIXED PRICE SINGLE PERCENTAGE' Contract and that the quantities contained herein are only provided to assist the Tenderer in the preparation of his tender.* Also, any item which is mentioned in the specification but not mentioned in any drawing / Bill of Quantities or vice versa , the contractor needs to consider in his bid for same and it will be considered as included in the contract price. *No subsequent claim for extra monies due to incorrect quantities or item shown on drawings or included in the specifications but not included in the Bill of Quantities or vice versa will be consider.*
42	Rates and Prices in Bill of Quantities	***Add** under this new Clause the following:* *"The Contractor's quoted price shall be fully inclusive of all costs, overhead charges and profit for the Works, and cover all the Contractor 's obligations under the Contract and all matters and things necessary for the execution, completion and remedying of the works.* *Where no rate or price or the corresponding amount of any work mentioned in the scope of work / Technical specifications /Self Build Guides is inserted against any item in the Bill of Quantities, it shall be deemed have been included in his quoted Price.* *The rates and prices shall be deemed to include for:* - *all waste, small quantities, short lengths and narrow widths;* - *preparing and keying the surfaces to ensure proper adhesion of the materials to be laid or fixed thereon, all in accordance with BS and Code of*

		Practice and/or manufacturer's/ specialists' specifications and/or best building practice; - *all incidental costs associated with labour such as (but not limited to):* a. *National Pension Scheme;* b. *National Pension Fund;* c. *Levy;* d. *Annual and Public holidays;* e. *Sick leaves;* f. *Non-productive time and other expense in connection with overtime;* g. *Incentive and bonus payments;* h. *End of year bonus;* i. *Severance allowance,-* j. *Workmen's compensation arising from termination of employment contract;* k. *Insurance (Workmen Compensation and Employer's Liability);* l. *Travelling time, expenses, fares and transport;* m. *Housing accommodation with the appropriate facilities;* n. *Taxes, duties and fees. Note: excluding those exempted in the Contract;* o. *Permits;* p. *Air tickets;* q. *Other disbursements arising from employment of labour.*
43	Ordering	***Add** under this new Clause the following:* *"The Contractor shall not (unless otherwise stated) base any of his orders on the content of the Bill of Quantities and Drawings referred in the Contract documents, unless otherwise instructed.* *Before placing any orders, the Contractor shall carry out detailed and accurate surveys on site and measure the exact dimensions*

		and quantities related to the works. The Contractor shall notify the Engineer, should there be any discrepancies between the latest information Drawings/instructions received from the Engineer or Employer's Personnel."
44	Site Records	***Add** under this new Clause the following:* *"The Contractor shall keep records in a form approved by the Engineer:* - *of the site and any existing buildings and structures at the time the Contractor took possession of the Site;* - *of all materials and equipments (arising from demolition, alteration, removal and excavation works) handed over to the Employer;* - *of the site levels; - of adverse weather conditions;* - *of the resources on the Site on a daily basis such as site management team, labour, plant and equipment, Plant and Materials.* *The Contractor shall give a copy to the Engineer when requested"*
45	As-Built Documents	***Add** under this new Clause the following:* *"The Contractor shall prepare, and keep up to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the work as executed, with cross references to relevant specifications and data sheets.* *These records shall be kept on the Site and shall be used exclusively for the purposes of this clause.* *The Contractor shall on a regular basis during the construction period send the records to the Engineer and the Employer's Personnel for their review and records.* *One copy of the final documents shall be submitted to the Engineer and the Employer's Personnel for their review and records, 21 days before the start of the Tests on Completion.* *In addition, the Contractor shall submit one copy of "as-built" drawings for Mechanical,*

		Electrical and Plumbing Works to the Engineer for his review and records, 21 days before the start of the Tests on Completion."
46	Guarantees, Warranties and Operation & Maintenance Manuals	***Add** under this new Clause the following:* *"The Contractor shall obtain and deliver to the Engineer the proper guarantees, warranties with effective date starting from the Taking Over Certificate and operation and maintenance manuals, data or instructions required under the Contract including those stated in the Bill of Quantities or provided by manufacturers, suppliers or Subcontractors.* *The Contractor shall submit the Operation and Maintenance Documents and the standard operating procedures for obtaining the approval of the Employer's Representative which shall be reviewed and commented by the Engineer.*
47	Non-liability Personnel	***Add** under this new Clause the following:* *"Neither any employee, director, agents and representatives of the Employer/ Consultant nor any of the Employer's Personnel nor any of his or their employees shall be in anyway personally bound or liable for the acts or obligations of the Employer under this Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are contained in the Contract."*
48	Regulations and Immigration Laws	***Add** under this new Clause the following:* *"The Contractor shall be deemed to have acquainted himself with all regulations in respect of import of plant and equipment, material and labour regulations regarding fiscal taxes, custom duties, registration duties, transfer of capital, etc., and all regulations regarding the importation of unskilled and skilled labour, supervisory staff and other personnel for the execution of the work and shall comply with the said regulations* *The Contractor shall also examine and ascertain the conditions of works, labour, availability of materials, the nature of the site, etc. when tendering for the work.* *No claim whatsoever by the Contractor for additional payment or extension of time will*

		be entertained by the Employer on the grounds of any misunderstanding or misapprehension in respect of any such matter or otherwise."
49	Saving Clause	***Add** under this new Clause the following:* *"If any clause, stipulation or provision contained in the Contract shall be wholly or partially repeated in the same document or contained in these conditions or in the Contract and also on the drawings, the Engineer may at his option adopt either of such clauses, stipulations or provisions."*
50	Cost for Complying with Conditions of Contract	*Add under this new Clause the following:* *"Unless otherwise stated, the Cost for complying with all the conditions in the General Conditions and Particular Conditions shall be deemed to be included in the Contractor's prices and rates, Accepted Contract Amount and Contract Price. "*
51	Checks for Structural steel works	**Add** under this new Clause the following: "The Structural Steel works including works of bolting and welding should be as per the corresponding codes such as BS/ASTM standards mentioned in Technical Specifications The Checklist for structural steel works should be diligently followed and utmost care should be taken in the said works and should be done by only trained manpower. The qualification and work experience of the Engineer responsible for the said work and the other manpower/labor to be involved in the said work should be submitted to the Employer's Representative for his approval before staring any work on site related to steel structure."
52	Specifications	***Add** under this new Clause the following:* *"The descriptions in the technical specifications shall be read as a standard but not limited (unless otherwise instructed). The descriptions may be brief but fully described when read in conjunction with the relevant requirements in other documents forming part of the Contract. No claims whatsoever will be allowed in respect of errors or omissions in specifications due to brevity of*

		descriptions of items in the technical specifications, if fully described when read in conjunction with other documents."
53	Engaging Specialized Agencies for Specialized works	***Add** under this new Clause the following:* *"The Contractor shall engage the Specialised Agencies for Specialized works as per the Annexure — H of the Particular Conditions"*
54	Mockup Flats	*The contractor shall prepare the mockup flats at the site / the place designated by the Employer for the sale & marketing purpose.* *These mockup flats shall be accessible to the potential buyers at all the times and the maintenance of same (including electricity / water, all MEP works as aplicable) shall be done by the contractor.* *The cost of same shall be considered by the contractor within his tender. Nothing extra shall be admissible for this.*
55	Maintenance during Defects Notification period	*The maintenance of all Plant, Machinery, etc., shall be done by the Contractor for the one year from the date of the Taking Over Certificate.* *The Maintenance of the Plant, Machinery, etc., shall be done in regular manner by the Contractor in coordination with the Facility Management Team.* *The Contractor shall provide training to the Employers' facility management team for services, equipment etc.* *The Contractor shall ensure preventive maintenance is done periodically by coordination with the Equipment, plant, machinery vendors during the DNP period.* *In case of breakdown of any services occurs the Contractor shall coordinate immediately with the vendors upon receipt of the message from the Facility Management team/ Engineers.*

ANNEX A - PRESCRIBED FORM FOR PERFORMANCE SECURITY

The General Manager

NBCC Overseas Real Estate LLC

Dubai, UAE

Madam/Sir

Whereas .....(the 'Contractor') whose registered office is at .....has entered into a contract with NBCC Overseas Real Estate LLC, Dubai, UAE (the 'Employer') to carry out certain works viz " ***Execution, Construction, Completion, one year Maintenance and remedying defects for Proposed G+2P+8+R (Resi. + Retail) Mixed use Building on plot No.*** **IC1-*CTYL-16_013 at Warsan 1-621, UAE*** " (the `Contract');

And Whereas the Contract requires the Contractor to obtain and submit to you a bank guarantee for the sum specified in the Contract as security for compliance with his obligations under the Contract;

And Whereas at the request of the Contractor, we, [name of Bank] ....., whose registered office is at ..... have agreed to give you such a bank guarantee.

By this guarantee, we hereby unconditionally irrevocably undertake to pay you any sum or sums not exceeding in total the amount of AED .....(the "Guaranteed Amount") upon receipt by us of 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.

We have been informed that, in accordance with the Contract, the Contractor shall be required to extend the validity period of this guarantee, if the Performance Certificate under the Contract has not been issued by the date 56 days prior to the Expiry Date of this guarantee. We hereby irrevocably undertake to pay you such Guaranteed Amount upon our receipt, within such period of 56 days, of your first demand in writing and your written statement stating that the Performance Certificate has not been issued and that this guarantee has not been extended as required.

We agree that our obligations and liabilities shall not be discharged by any allowance of time or other indulgence whatsoever on your part to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to yours and the Contractor's constitution, or by any other matters, whether with or without our knowledge or consent.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before [the date 91 days after the expected expiry of the Defects Notification Period for the Works]..... (the "Expiry Date" of this guarantee).

Payment under this guarantee shall only be made upon presentation of this original

guarantee.

This guarantee shall inure to the benefit of your successors and assigns.

The validity of this guarantee automatically expires on …… by the time of the closure of banking business to the general public.

This guarantee shall be governed and construed in accordance with the laws of Dubai.

[Both bank guarantor and Contractor are to sign this guarantee and to insert below in their own handwriting "Good for the sum of AED .....

Signature : ……

Seal : ……

Date : ……

ANNEX B - PRESCRIBED FORM FOR ADVANCE PAYMENT GUARANTEE

The General Manager

NBCC Overseas Real Estate LLC

Dubai, UAE

Madam/Sir

Whereas .....(the 'Contractor') whose registered office is at .....has entered into a contract with NBCC Overseas Real Estate LLC, Dubai, UAE (the 'Employer') to carry out certain works viz " ***Execution, Construction, Completion, one year Maintenance and remedying defects for Proposed G+2P+8+R (Resi. + Retail) Mixed use Building on plot No.*** **IC1-*CTYL-16_013 at Warsan 1-621, UAE*** " (the `Contract');

And Whereas the Contractor wishes to receive an advance payment of AED ..... from you, for which the Contract requires him to obtain and submit to you a bank guarantee for this amount.

And Whereas at the request of the Contractor, we, [name of Bank] ..... whose registered office is at ..... have agreed to give you such guarantee as primary obligator and not as surety.

By this guarantee, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of AED .....(the "Guaranteed Amount") upon receipt by us of your first demand in writing and your written statement stating:

(a) that the Contractor has not repaid you the advance payment in accordance with the Contract, and

(b) the amount of the advance payment which the Contractor has not repaid you.

We have been informed that, in accordance with the Contract, the Contractor may be required to extend the validity period of this guarantee if the advance payment has not been repaid to you by the date 56 days prior to the Expiry Date of this guarantee. We hereby irrevocably undertake to pay you the amount of the advance payment which the Contractor has not repaid you upon our receipt, within such period of 56 days, of your authenticated first demand in writing and your written statement stating that the advance payment has not been repaid to you by the Contractor, the amount which the Contractor has not repaid you and that this

guarantee has not been extended as required.

We agreed that our obligations and liabilities shall not be discharge by any allowance of time or other indulgence whatsoever on your part to the Contractor, or by any variation or suspension of Works to be executed under the contract, or by any amendment to the Contract or to yours and the Contractor's constitution, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall become effective upon the Contractor's receipt of the advance payment and such Guaranteed Amount shall be reduced by the amounts of the advance payment the Contractor repaid to you.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before [the Time for Completion] …….(the "Expiry Date" of this guarantee).

Payment under this guarantee shall only be made upon presentation of this original guarantee.

This guarantee shall inure to the benefit of your successors and assigns.

The validity of this guarantee automatically expires on ……. by the time of the closure of banking business to the general public.

This guarantee shall be governed and construed in accordance with the laws of Dubai.

[Bank guarantor is to sign this guarantee and to insert below in their own handwriting "Good for the sum of AED ……..”

Signature : ……

Seal : ……

Date : ……

ANNEX C - PRESCRIBED FORM FOR APPLICATION FOR ADVANCE IN RESPECT OF UNFIXED MATERIALS AND/OR PLANT AND CESSION OF RIGHTS

Project : ***Execution, Construction, Completion, one year Maintenance and remedying defects for Proposed G+2P+8+R (Resi. + Retail) Mixed use Building on plot No.*** **IC1-*CTYL-16_013 at Warsan 1-621, UAE***

Employer : NBCC Overseas Real Estate LLC

Contractor : ……..

I, the undersigned …… in my capacity as …… of (hereinafter referred to as the "Cedent") hereby apply for an advance in respect of unfixed Materials and/or Plant on the Site to the value of AED ……., all as per the attached detailed schedule.

I hereby cede, transfer and assign all the Cedent's right, title and interest in and to the materials and goods described in the attached List of Unfixed Materials unto and in favour of the Employer, NBCC Overseas Real Estate LLC (hereinafter referred to as the "Cessionary").

This cession shall become effective as soon as the Cedent receives payment for the materials and goods from the Cessionary or from any other person on behalf of the Cessionary.

I certify that these materials are adequately stored and protected against weather and other casualties, are covered by proper insurances, have been supplied without any suspensive condition and are the Cedent's bona fide property, ownership of which has passed to the Cedent according to Law.

(In the event of the signatory hereto not being the proprietor or in the case of a Company a director thereof a valid Resolution of the Board of Directors of the Cedent is to be attached hereto.)

Cedent:	Witness:
Name:	Name:
Signature:	Signature:
Date:	Date:
Seal:	Seal:

ANNEX D — PRESCRIBED FORM FOR INDEMNITY BY CONTRACTOR UNDERTAKING DESIGN RESPONSIBILITY

We [name and registered address of Contractor] …… hereby indemnify and hold free the Employer (including its Directors, officers, and agents) NBCC Overseas Real Estate LLC, the Engineer and the Employer's Personnel from the responsibility and liability of any claim, demands, liabilities, proceedings, costs, damages, expenses (including attorney's fees and expenses), and causes of action of any nature whatsoever arising directly or indirectly from or in any way related to the fault in the design, detailing, calculations, manufacturing and erection of the work undertaken by us and/or our subcontractors and/or our agents and/or our employees.

Moreover, the insurance company shall ensure waiver of subrogation clause is enforced if required.

Dated this ……..day of……20

Name of signatory: …….

Signature : ……

In the capacity of ……

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

Address of witness .....……

Occupation of Witness ……..

Address of Witness ……...

Seal of Company ……..

ANNEX E — PRESCRIBED FORM FOR DESIGN WARRANTY AND UNDERTAKING

(hereinafter referred to as "this Agreement')

BETWEEN AN EMPLOYER AND CONTRACTOR UNDER CONDITIONS OF CONTRACT

THIS AGREEMENT is entered into by and between:

NBCC Overseas Real Estate LLC (hereinafter referred to as "the Employer")

and

……. a company incorporated under the laws of …….Trade License number …… and having its registered office at……, duly represented for the present purpose by …….. (hereinafter referred to as "the Contractor")

1. THE BASIS

It is the basis of this agreement that:

1.1 The Contractor has been invited to submit an offer for the carrying out the design, manufacture, supply and fix ……. for ……as more fully specified and defined in the Contract hereafter referred to and which specification and definition are deemed to be incorporated herein (hereinafter referred to as "the Contract works") pursuant to the terms of the Contract entered into by the Employer and the Contractor on …….

2. THE WARRANTY AND UNDERTAKING

It is agreed between the Employer and the Contractor as follows:

2.1 This agreement shall come into force and be binding upon the Employer and the Contractor only if and when the aforementioned Contract between the Employer and the Contractor is concluded and signed, and until then it shall be of no force or effect.

2.2 As the responsibility for the design of the Contract and the selection of the materials is that of the Contractor therefore:

2.2.1 the Contractor warrants and undertakes in favour of the Employer that:

2.2.1.1 as the Contract works or any part of the Contract works has been or will be designed by him, he will exercise reasonable due and proper skill and care in such design and shall be responsible towards the Employer for the proper design thereof; and

2.2.1.2 as the materials or goods for the Contract works has been or will be selected by the Contractor, he will exercise due and proper skill and care in such selection of materials or goods; and

2.2.1.3 the Contractor is suitably qualified and competent to carry out such design work and selection of materials and goods;

2.2.1.4 the Contractor shall comply with and satisfy any performance specification or requirement in so far as such performance specification or requirement is included or referred to in the Contract; and

2.2.2 the Contractor undertakes and shall be obliged to pay and make good to the Employer all damages and losses which the Employer may suffer as a result of his non-compliance with the warranties set out in Sub-Clause 2.2.1 above.

2.3 Without limiting any other warranty and/or undertaking by the Contractor in terms of this agreement and, in addition thereto the Contractor does hereby warrant and undertake in favour of the Employer that:

2.3.1 The Contract works shall, for a period of 10 years, reckoned from the date of the issue by the Engineer under the Main Contract of a Taking-Over Certificate, be free of any defects or damages, whether patent, latent or of whatsoever nature resulting from and/or occasioned by:

2.3.1.1 defective workmanship employed in connection with such Contract works; and/or

2.3.1.2 defective materials used in connection with the Contract works, and/or

2.3.1.3 faulty and/or defective design of or in connection with the Contract works

2.3.2 The Contractor shall at his cost (without limit to the amount of such cost) and without delay in each case, replace or repair the Contract works, or any part thereof, which are found, during 10 years period referred to in 2.3.1 above to be defective and/or damaged as a result of and/or occasioned by defective workmanship, defective materials and/or defective or faulty design, as referred to in 2.3.1 above; provided, however, that the undertaking and warranty set forth in 2.3.1 and 2.3.2 above shall be subject to the following terms and conditions.

2.3.3 The Contractor's liability under the warranty and undertaking as set forth in this Clause 2.3 shall in addition to the obligation at his expense to repair or replace the defective Contract works, as set forth in 2.3.2, and be also liable for any consequential loss or damage whatever and however it might arise.

2.3.4 The Contractor shall at all times while he is liable to the Employer hereunder, be afforded adequate and reasonably access to the Contract works and any fault or defect which may have manifested itself therein.

2.3.5 The Contractor shall be entitled after consultation with the Employer and only with the prior written consent of the Employer, in rectifying the defective Contract works hereunder, to deviate from original design and/or method of repair should such deviation prove to be more suitable and effective.

2.4 Except to the event set out herein, the parties hereto expressly agree that this agreement contains the whole agreement between the parties and that there are no representations, warranties or terms hereof which are not expressly set out herein.

3. EXECUTION

3.1 This agreement is signed and executed on behalf of the Contractor by ……..

Under the authority of a resolution of the Board of Directors of the Contractor (a certified copy of which is attached).

3.2 THUS DONE AND SIGNED AT ……this

day of in the presence of the undersigned witnesses:

AS WITNESSES (on behalf of Contractor):

1 ……..

2 ……..

3.3 THUS DONE AND SIGNED AT …….

this ……..day of ……20

in the presence of the undersigned witnesses:

AS WITNESSES (on behalf of Employer):

1 …….

2 …….

ANNEX F - PRESCRIBED FORM OF RETENTION MONEY GUARANTEE

The General Manager

NBCC Overseas Real Estate LLC

Dubai, UAE

We have been INFORMED that ……(hereinafter called the "Principal") is your contractor under such Contract and wishes to receive EARLY PAYMENT OF [part of] the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank)…….hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of ……(the "guaranteed ……..amount", say. ……) upon receipt by us of your demand in writing and your written statement stating:

(a) That the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and

(b) The nature of such defect(s)

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Time of Completion) …….(the 'expiry date'), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary/employer may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 56 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 56 days, of your demand in writing and your written statement that the performance certificate has not been issued, and this guarantee has not been extended.

We agree that our obligations and liabilities shall not be discharged by any allowance of time or other indulgence whatsoever on your part to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to yours and the Contractor's constitution, or by any other matters, whether with or without our knowledge or consent.

Payment under this guarantee shall only be made upon presentation of this original guarantee.

This guarantee shall inure to the benefit of your successors and assigns.

This guarantee shall be governed by the laws of Dubai and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signature and Seal: ……..

Date: ……..

ANNEXURE – I

AFFIDAVIT

(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution)
(To be submitted in Envelope-1)

Affidavit of Mr.....S/o.....

R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s …….

   Having its Head Office/Regd. Office at ……..

2. That the information/documents/Experience certificates/Bank Guarantee(s)

   submitted by M/s……. along with the tender for ……

   (Name of work)……To NBCC Overseas Real Estate LLC are genuine and true and nothing has been concealed.

3. I shall have no objection in case NBCC verifies those from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demand so for verification.

4. I have read the clause/ guidelines regarding restrictions on procurement from a bidder of a country which shares a land border with India / unfriendly with India; I certify that M/s……..is not from such a country. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

5. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject / terminate the bid/contract,forfeit the EMD / All dues and also place under Holiday List as per NBCC policy.

   I, ..., the Proprietor / Authorised signatory of

   M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed and that no part of it is false.

   Verified at .....this.....day of .....

DEPONENT

ANNEXURE-II

ACCEPTANCE OF TENDER CONDITIONS

From: (*To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution*)

To

NBCC Overseas Real Estate LLC, Dubai,

_____
_____

Sub: Name of the work & NIT No.:

Sir,

1 This has reference to above referred tender. I/We have read/viewed all the tender terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

Yours faithfully,

(Signature of the tenderer)

Dated _____ With rubber stamp

Annexure-III

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/Partners/Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with NBCC (Attach copy of power of Attorney)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details Name of the Bank: Account Number: IBAN Code: Name & Address of the Branch:	

Care and Diligences by the Contractor -Guarantee /Warranties

1	Concrete Work	10 Years
2	Post tension Work	10 Years
3	Waterproofing Work –Sub structure	20 Years
4	Waterproofing works- Wet Areas	10 Years
5	Waterproofing works- roofing	25 Years
6	Anti-Termite	20 Years
7	GRP Lining	15 Years
8	Anti-Termite treatment	20 Years
9	Internal Paint	03 Years
10	External Paint	05 Years
11	Carpentry works-Wooden doors	02 Years
12	Carpentry works- kitchen cabinets	02 Years
13	Carpentry works-Wardrobes	02 Years
14	Hardware for Joinery-works	05 Years + Certificate of Origin
15	Stainless Steel work –Floor Drain Cleanout & Grating	20 Years
16	Garbage Chute	01 Years
17	Mixer	10 Years + Certificate of Origin
18	Pilling work	As per Regulation
19	Shoring work	01 Year
20	Lift	02 Years
21	Swimming Pool	Various Years
22	Aluminum work	10 Years
23	Glass	10 Years
24	Aluminum Accessories	10 Years
25	Aluminum Section	10 Years
26	Door Closer	05 Years
27	Silicon	10 Years
28	Rubber	15 Years
29	Powder Coating	10 Years
30	Aluminum Cladding	15 Years
31	FCU	04 Years 01 Year
32	A/C Fans	02 Years
33	Pumps –Sump Pumps	02 Years
34	Pumps – Transfer & Booster Pumps	10 Years
35	Water Tanks – GRP Paneled Type	05 Years
36	Water Heaters	05 Years
37	Surface Traffic coating in Basements	05 Years
38	Mirror	05 Years
39	Fire Cabinets doors – Stainless steel	Not Mentioned Years
40	Light Fittings	10 Years

41	Ironmongery	10 Years
42	Stainless Steel for lobby Main Door	10 Years
43	Steel Structure Works	10 Years