



Public Works Authority

Contracts & Engineering Business Affairs
(CEBA)



BAIXARDOC

GENERAL CONDITIONS OF CONTRACT

Public Works Authority
PO Box 22188
Doha
State of Qatar

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GENERAL CONDITIONS OF CONTRACT 1

DEFINITIONS AND INTERPRETATION 1

- 1. (1) Definitions 1
- (2) Singular and Plural 2
- (3) Marginal Headings or Notes 2

ENGINEER'S REPRESENTATIVE 3

- 2. Duties and Powers of Engineer's Representative 3

ASSIGNMENT AND SUBLETTING 3

- 3. Assignment 3
- 4. Sub-letting 3
- 5. Extent of Contract 4

CONTRACT DOCUMENTS 4

- 6. (1) and (2) 4
- (2) Documents Mutually Explanatory 4
- 7. (1) Custody of Drawings 4
- (2) One Copy of Drawings to be kept on Site 5
- (3) Drawings, etc., to be provided by the Contractor 5
- 8. Further Drawings and Instructions 5

GENERAL OBLIGATIONS 5

- 9. Contract Agreement 5
- 10. Performance Bond 5
- 11. Inspection of Site 6
- 12. (1) Sufficiency of Tender 7
- (2) Adverse Physical Conditions and Artificial Obstructions 7
- 13. Work to be to the Satisfaction of Engineer 7
- 14. Programme to be Furnished 8
- 15. Contractor's Superintendence 8
- 16. Contractor's Employees 8
- 17. Setting out 9
- 18. Boreholes and Exploratory Excavation 9
- 19. Watching and Lighting 10
- 20. (1) Care of Works 10
- (2) Excepted Risks 10
- 21. Insurance of Works 10



22.	(1) Damage to Persons and Property	11
	(2) Indemnity by the PWA.....	12
23.	(1) Third Party Insurance.....	12
	(2) Minimum Amount of Third Party Insurance	12
24.	(1) Accident or Injury to Workmen	13
	(2) Insurance against Accident etc. to Workmen	13
25.	(1) Remedy on Contractor's Failure to Insure	13
	(2) Notification by Contractor	13
	(3) Insurer to be Approved	14
26.	(1) Compliance with Statutes Regulations etc.	14
	(2) Giving of Notices and Payment of Fees	14
	(3) Register of Commence	14
27.	Fossils etc.	14
28.	Patents Rights and Royalties.....	15
29.	Interference with Traffic and Adjoining Properties.....	15
30.	(1) Extraordinary Traffic	15
	(2) Special Loads	15
	(3) Settlement of Extraordinary Traffic Claims	16
	(4) Waterborne Traffic.....	16
31.	Opportunities for Other Contractors.....	16
32.	Supply of Plant, Materials and Labour	16
33.	(1) Site to be kept Clear of Obstruction	17
	(2) Clearance of Site on Completion	17
	(3) Cleaning the Works	17



34.	(1) Conditions of Employment.....	17
	(2) Rates of Pay	17
	(3) Wages Books	18
	(4) Trade Unions.....	18
	(5) Compliance with Clause	18
	(6) Supply of Labour	18
	(7) Permits	18
	(8) Repatriation.....	18
	(9) Contractor to Preserve the Peace	19
	(10) Alcohol and Drugs.....	19
	(11) Arms and Ammunition	19
	(12) Religious and Other Customs	19
	(13) Health	19
	(14) Housing, Water etc.	20
	(15) Contractor's Responsibility	20
	(16) Temporary Works	20
35.	Return of Labour, etc.....	20

MATERIALS AND WORKMANSHIP 20

36.	(1) Quality of Materials and Workmanship and Tests.....	20
	(2) Costs of Samples	21
	(3) Cost of Tests.....	21

	(4) Costs of Test not provided for etc.	21
37.	Access to site.....	21
38.	(1) Examination of Work before Covering up	21
	(2) Uncovering and Making Openings.....	22
39.	(1) Removal of Improper Work and Materials	22
	(2) Default of Contractor in Compliance	22
40.	(1) Suspension of Work.....	22
	(2) Suspension Lasting more than Ninety (90) days.....	23

COMMENCEMENT TIME AND DELAYS..... 23

41.	Commencement of Works.....	23
42.	(1) Possession of Site.....	23
	(2) Wayleaves, etc.....	24
43.	Time for Completion	24
44.	Extension of Time of Completion	24
45.	No Night or Friday Work.....	25
46.	Rate of Progress	25
47.	(1) Imposition of Penalty	25
	(2) Reduction of Penalty.....	26
	(3) Consultants Fees for Delayed Completion.....	26
48.	Certificate of Completion of Works	26

MAINTENANCE AND DEFECTS..... 27

49.	(1) Definition of Period of Maintenance	27
	(2) Execution of Work of Repair, etc.	27
	(3) Cost of Execution of Work of Repair, etc.	27
	(4) Remedy on Contractor's Failure to Carry Out Work Required	28
50.	Contractor to Search	28

ALTERATIONS, ADDITIONS AND OMISSIONS..... 28

51.	(1) Variations	28
	(2) Order for Variations to be in Writing.....	28
	(3) Valuation of Variations.....	29
	(4) Power of Engineer to Fix Rates.....	29

CLAIMS 30

52.	Claims	30
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PLANT, TEMPORARY WORKS AND MATERIALS..... 30

53.	(1) Plant Definitions:.....	30
	(2) Ownership of Plant Brought to Site	31
	(3) Conditions of Hire of Certain Plant	31

(4)	Cost for Purposes of Clause 63	31
(5)	Contractor's Certificate as to Hiring Provisions	31
(6)	Hire Purchase Payments by PWA	31
(7)	Irremovability of Certain Plant.....	32
(8)	Re-vesting Removal and Failure to Remove Plant	32
(9)	Liability for Loss or Injury to Plant	32
(10)	Incorporation of Clause in Sub-Contracts.....	33
54.	Approval of Materials, etc. not implied	33

MEASUREMENT 33

55.	Quantities	33
56.	(1) Variation etc. to be Measured.....	33
	(2) Foundations	34
57.	(1) Method of Measurement	34
	(2) Daywork	34
	(3) Payment for Daywork.....	35

PROVISIONAL AND PRIME COST SUMS 35

58.	(1) Provisional Sums	35
	(2) Prime Cost Items	36
	(3) Use of Provisional and Contingency Items	36
	(4) Production Vouchers	37
	(5) Cash Disbursements	37
	(6) Assignment of Sub-Contractor's Obligations	37
59.	(1) Nominated Sub-Contractors.....	37
	(2) Payment to Nominated Sub-Contractors.....	37

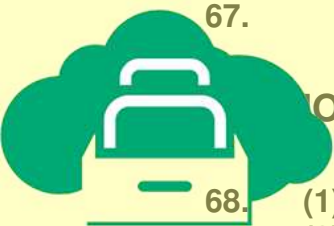
CERTIFICATES AND PAYMENTS 38

60.	(1) Monthly Statements	38
	(2) Monthly Payments	38
	(3) Payment of Retention Money	39
	(4) Time for Payment	39
	(5) Correction and Withholding of Certificates.....	39
	(6) Currency of Account	40
	(7) Retention on Sub-Contractors	40
	(8) Final Account.....	40
61.	Approval only by Maintenance Certificate.....	40
62.	(1) Maintenance Certificate	40
	(2) Cessation of PWA's Liability	41
	(3) Unfulfilled Obligations	41

REMEDIES AND POWERS..... 41

63.	(1) Forfeiture.....	41
	(2) Valuation at Date of Forfeiture	42

	(3) Payment after forfeiture	42
64.	Urgent Repairs	43
SPECIAL RISKS.....		43
65.	(1) No Liability for War, etc., Risks	43
	(2) Damage to Works etc. by Special Risks	44
	(3) Projectile Missile etc.	44
	(4) Increased Costs Arising from Special Risks.....	44
	(5) Outbreak of War.....	44
	(6) Removal of Plant on Termination.....	45
	(7) Payment if Contract Terminated	45
FRUSTRATION		46
66.	(1) Payment in the Event of Frustration	46
	(2) Termination of the Contract by the Authority	46
SETTLEMENT OF DISPUTES		46
67.	Settlement of Disputes - Litigation.....	46
	NOTICES.....	47
68.	(1) Services of Notices on the Contractor	47
	(2) Services of Notices on the PWA	47
	(3) Service of Notices on the Engineer	48
	(4) Service of Notices on the Engineer's Representative	48
DEFAULT OF EMPLOYER		48
69.	Default of the PWA.....	48
OTHER CONDITIONS.....		48
70.	Taxation, Customs Duty, Rates and Other Charges	48
71.	Constructional Plant, Temporary Works and Materials etc.....	49
72.	Details to be Confidential	50
73.	Bribery and Corruption	50
74.	Boycott of Israel.....	50
75.	Law to Apply.....	50
76.	Air and Sea Transport to and from Doha.....	51
77.	Materials and Equipment from Qatar or Other CCASG Countries.....	51



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GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

Definitions

1. 1) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :
 - a) "The Government", refers to a function of the State governance of Qatar.
 - b) "The Public Works Authority" (hereinafter called as "the PWA"), P.O. Box 22188, Doha, State of Qatar who has called for Tenders to build or construct, erect or deliver the Works and who will employ the Contractor.
 - c) "Contractor" means the person or persons, firm or company whose tender has been accepted by the PWA and includes the Contractor's personal representatives, successors and permitted assigns.
 - d) "Engineer" means the Director or Manager of the concerned Directorate / department respectively of the Public Works Authority, P.O. Box 22188, Doha, State of Qatar or other engineer appointed from time to time by the PWA and notified in writing to the Contractor to act as Engineer for the purpose of the Contract in place of the Engineer so designated.
 - e) "Engineer's Representative" means any resident engineer or resident architect or assistant of the Engineer or any Clerk of Works appointed from time to time by the PWA or the Engineer to perform the duties set forth in Clause 2 hereof whose authority shall be notified in writing to the Contractor by the Engineer.
 - f) "Works" means all the works to be executed and permanent plant and equipment to be installed in accordance with the Contract.
 - g) "Contract" means the Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, Schedules of Rates and Prices (if any), Tender and Contract Agreement.
 - h) "Contract Price" means the sum named in the Tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.



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- i) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution completion or maintenance of the Works or Temporary Works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- j) "Temporary Works" means all temporary works of every kind required in or about the execution completion or maintenance of the Works.
- k) "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- l) "Site" means the land and other places on under in or through which the Works are to be executed or carried out and any other lands or places provided by the PWA for the purposes of the Contract together with such other places as may be specifically designated in the Contract as forming part of the Site.
- m) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and approval means approval in writing including as aforesaid.
- n) "Employer" means the name as the Public Works Authority" as in sub-clause 1.1 (b) above.
- o) "Ministry of Public Works" means the previous Ministry within the PWA replaced under Emiri Decree No.3 for 1989 by the Ministry of Industry and Public Works.
- p) "Ministry of Industry and Public Works" means the previous Ministry within the PWA abolished under Emiri Order No.1 for 1992 and subsequently amalgamated with the Ministry of Municipal Affairs and Agriculture.
- q) "Contract Date" means the date upon which the Contract Agreement is signed.



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Singular and Plural

- 2) Words importing the singular only also include the plural and vice versa where the context requires.

Marginal Headings or Notes

- 3) The marginal headings or notes in these Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

ENGINEER'S REPRESENTATIVE

Duties and Powers of Engineer's Representative

2. The duties of the Engineer's Representative are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract to order any work involving delay or any extra payment by the PWA nor to make any variation or in the Works.

The Engineer may from time to time in writing delegate to the Engineer's Representative any of the powers and authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegation of power and authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the PWA as though it had been given by the Engineer. Provided always as follows :

- a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

- b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.



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ASSIGNMENT AND SUBLETTING

Assignment:

3. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or hereunder (otherwise than by a charge in favour of the Contractor's Bankers of any monies due or to become due under this Contract) without the prior written consent of the PWA.

Sub-letting

4. The Contractor shall not sub-let the whole of the Works. Except where otherwise provided by the Contract the Contractor shall not sub-let any part of the Works without the prior written consent of the Engineer (which shall not be unreasonably withheld) and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.