The General Conditions of the Contract

1. **Definitions**:

The following words and expressions shall have the meanings hereby assigned to them:

"Contract": the agreement concluded between the employer and the contractor according to the contract's form including all attachments and appendixes incorporated herein.

"The Contract Value": the total value of the contract after correction and revision that is payable for the contractor against the total and adequate execution of the contracting obligations"

"General Conditions of the contract": the conditions included in this section which must be adhered to by the employer and contractor.

"Special conditions of the contract": a group of conditions that suit with the nature and type of contracting and represent the process of contracting in a way that does not contradict with the conditions of applicable laws and considered a complementary and expressive for the general conditions of the contract.

"Employer ": the party hereinafter called the first party who contracts with the contractor to execute the works included herein and mentioned by his name in the special conditions of the contract and form of the contract.

"Contractor": is the natural person whose bid was accepted by the employer to execute the works , hereinafter called the second party or any of the authorized representatives of the contractor and his name is mentioned in the special conditions of the contract and contracting agreement

"Country of the Employer": Republic of Yemen

"Works": mean all works that must be executed, fulfilled, completed and maintained as per the contract and including permanent and temporary works.

"Engineer": means the competent person whose name is mentioned in the contract's documents or any other consulting authority appointed by the employer to supervise the execution, completion and maintenance of the works and endorse the amounts due to the contractor as per the conditions of this contract.

“Engineer's representative " : means any competent person (engineer , engineer's assistant) proposed and authorized by the engineer from time to time to assign some of his authorities and duties stipulated in these conditions .

"Construction Equipment": the equipment and machines of the contractor which brought by him temporarily to the site for execution of the works.

"Temporary works": all temporary works to be executed and removed by the contractor

"Permanent Works": means works that must be executed and maintained in accordance with the conditions of the contract.

"Specifications": mean the technical specifications and construction methods used to execute the works mentioned in the bid and any modifications or additions inserted by the engineer during the execution of the works.

"Drawings": mean the drawings required to execute the works mentioned in the contract or any modifications submitted and approved by the engineer.

"Site": means the land in which the permanent works and temporary works shall be executed according to the contract and stipulated in the special conditions of the contract.

"Modification": means a commission directed from the engineer to the contractor leads to modification or change of the works as per the conditions of the contract and law.

"Sub-contractor": means the natural person contracted with main contractor who shall meet the conditions required and who will execute a portion of the contract after a prior agreement from the employer.

"Date of work's completion": means the date agreed to complete the work by the contractor and mentioned in the special conditions of the contract.

"Cost": means the expenses that include the value of the materials, labors, workmanship, fees of the accessories and all other expense including administrative expenses inside and outside the site and profit is not inclusive.

"Approval": means the written approved agreement

"Day": means a calendar day.

2. Explanation:	2.1in the explanation of wording in the contract condition mean importing the singular number include the plural and vice versa.
	2.2 : The headings in these terms are for convenience only and shall not affect their interpretation
3. Duties and Authorities of the Engineer and Engineer's representative:	3.1 The engineer, whose name is mentioned in the special conditions of the contract, shall carry out all authorities and duties specified in the contract's documents and commissioned to him by the employer; the contractor shall comply with that and he shall respect and execute all instructions issued by the engineer in relevant to execution of any clauses of the contract and apply its texts .
	3.2 The engineer's representative is considered responsible in front of the engineer appointed by the employer and his duties are specified in controlling works , supervising their execution and to carry out tests required on the materials related

	to works . The engineer is permitted from time to time to authorize the engineer's representative (ER) for any powers and authorities assigned and any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been by the Engineer and considered binding for both the contractor and employer along with taking the following into consideration : a- any failure of the Engineer's Representative to disapprove any work, Materials, Plant or Equipment shall not prejudice the authority of the Engineer to disapprove such work, Materials, Plant, or Equipment and to give instructions for the rectification thereof. b- The contractor is entitled, in case he is not convinced by any of ER decisions, to refer the matter to the engineer who has either to approve the decision, revoke or change by other decision.
	3.3 A weekly meeting is hold between the engineer, his representative and contractor or his representative to review the schedule of progress and to evaluate the performance of the contractor within the past week and the arrangements for implementing the Works for the next week and resolve the problems and obstacles, if any. Minutes for this the meeting is set out and signed by all parties.
4. Assignment of the Contract and Sub-contracting	The Contractor shall not assign or sub-contract the whole work, prat of it, or give it to another contractor or sub-contract with third parties to implement the work all assigned work under the contract.
5. Documents of the contract and priority of weighting	5.1 The several documents forming the Contract are to be taken as mutually explanatory of one another. However, any ambiguities or discrepancies shall be explained and adjusted by the Engineer. In this case, the Engineer shall issue instructions to the Contractor .In case there is a clear conflict between the texts of one document , the text which is more consistent with the case is to be considered and then the latter text in the sequence of the document's text and if there is a conflict between texts of more than a document, The text is preferred based on the following priority unless otherwise mentioned in the special conditions of the contract : (1) Contract Agreement

	(2) Letter of Acceptance (3) Tender or communication or any documents accepted before the signing of the contract. (4) Special Conditions of Contract (5) General Conditions of Contract (6) Specifications (7) Drawings (8) Bill of Quantities (9) Detailed Action Program, minutes and communications including agreements or any documents or other appendixes.
6. Language	6.1 The governing language of this Contract is the Arabic Language which regulates all communications, payment certificates and works delivery unless otherwise stated in the special conditions of the contract.
7. The Governing Law	7.1 The applicable Yemen civil law and other applicable laws concerned and are referred to during the implementation of the contract's conditions in Yemen.
8. Documents & Drawings	8.1 The employer shall print two original copies of all documents which shall be signed and by the employer and contractor. The engineer shall supply the schools' principals a copy of unpriced quantities to enable them for following up. The contractor shall supply any addition copy on his own cost and to deliver the engineer, after the completion of execution, a full copy of final drawings as per the execution.
9. Copy of Drawings is to be Kept on Site	9.1 One copy of the Drawings and Specifications, provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized, in writing, by the Engineer.
10. Delay due to Drawings	10.1: The contractor shall submit a written request to the engineer for any detailed drawing or instructions or approvals if he sees that is required to avoid any delay of work progress and plan.
11. Delay and Cost of Drawings	11.1 If the engineer was unable to issue, within the schedule specified to execute the work , any drawing or instruction and this led to cause failure of the contractor , in this case , the engineer shall take this failure into account during the extension of the contract's period in a form that equals the period of delay only .

12. Supplementary Drawings and Instructions.	12.1 The Engineer shall have the authority to issue to the Contractor from time to time such supplementary drawings, specifications and instructions as shall be necessary for the proper and adequate execution and completion of the Works. The Contractor shall carry out and be bound by the same.
13. Permanent Works Designed by Contractor	13.1 Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Engineer, for approval: drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design.
14. Delivery of Notices	14.1 notices between the parties are not considered valid unless they are in written forms and are not valid only after appropriate delivery.
	14.2 Written notices, orders and certificates issued by the employer or the engineer to the contractor according to the contract's conditions either by mail, fax, email or by submit them to the head office of the contractor to his address mentioned in the special conditions or to deliver them to his representative at the site or by sending them to other address specified by the contract for this purpose or send them via email, SMS.
	14.3: Notices are considered appropriately delivered to the employer or the engineer if they are delivered to their addresses mentioned in the special conditions of the contract during working hours based on an official receipt or sending them by mail express or fax or email to this address.
	14.4 The engineer is entitled to deliver any notices or warnings at site to the contractor or his representative, in case the contract rejects to receive them , the rejection case is proved at the minutes and witnessed and whatever included in the notices is considered valid from its time of issue .
15. Change of Addresses	15.1 Each party is entitled to change his address and to identify an alternative address based on a prior written notice sent to the other party.
16 . Responsibilities of the Contractor	16.1 The Contractor shall, with due care and diligence, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract and to provide personnel , instruments and equipments of construction including supervision and any requirements for the execution and maintenance of works.
	16.2 The Contractor shall be liable on the continuity and adequacy of all execution operations at site as well as the methods of construction.

	16.3 The Contractor is not entitled to construct or to share construction of any defective buildings or facilities even if defect was due to the land or by permission from the employer which may lead to harmful damage or part or whole destruction. If he did that, he is considered liable before others for any consequences ; the engineer and employer will share the contractor if they both are informed with this defect and permitted it.
17. Instructions , inspection and Checking out	17.1 The Contractor shall undertake the execution of all instructions of the engineer or his representative or nay other persons nominated by the employer . The contractor is liable to allow the employer or his representative to inspect or check out the sites and to check the specifications and work quality. Any disruption for the employer in this regard shall forms a prohibited practice and may lead to contract's termination.
18. Contract Agreement	18.1 The Contractor shall, when called upon to do so, enter into and execute the Contract Agreement, in the form attached to the Tender Documents with such modification as may be agreed.
19. Performance Bond	19.1 The successful bidder shall , within three days of his receipt of a notice from the employer indicting that the contract has been awarded to him , submit a performance bond based on the conditions of the contract on the form of performance bond included in the tender's documents in the sum of 10 percent of the Contract Price.
	19.2 The duration of performance bond is determined from the date of signing the contract till (28) days after the date of initial receipt and issuance of the initial receipt free of any preservations or observations.
20. Inspection of Site	20.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, having regard to considerations of cost and time, before submitting his Tender, as to: (a) the form and nature thereof, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and

	(d) the means of access to the Site and accommodations he may require (e) Nature and conditions of the area where the contracting will be set up from the social aspect. In general, the Contractor shall be deemed to have obtained all necessary information mentioned above with regard to the risks, contingencies and all other circumstances which may influence or affect his Tender.
21. Work to be in Accordance with Contract	21.1 the Contractor shall execute and complete the Works in strict accordance with specifications , drawings and conditions included in the contract's documents and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The contractor shall receive instructions from the engineer or engineer's representative within the limits of their authorities.
22. Schedule of Execution	22.1 The contractor shall prepare a schedule for execution in which he clarifies the procedures and steps followed during the execution of works , schedules of executing its various stages in addition to all details relevant to its arraignments for machines, equipment and temporary works which the contractor intends to construct.
	22.2 The contractor shall undertake to execute the projects within the duration mentioned in the special conditions of the contract.
	22.3 The contactor shall take an approval on the schedule from the engineer and he is not entitled to modify the schedule without a prior approval from the engineer. If the engineer, at any time, finds that the progress in not consistent with the agreed schedule, then the contractor, upon request from the engineer, will prepare a modified schedule in which he will indicate the period of completing the project approved by the engineer.
	22.4 The approval of the engineer on the schedule does not release the contractor from his obligations and liabilities stipulated in the provisions of the contract
	22.5 The contractor shall inform the government and private authorities, whose facilities and public properties may be affected due to excavations and construction works, in collaboration with the organization with the details of the program and to coordinate with them and other competent authorities to ensure the adequacy of such facilities and properties. The contractor is the only responsible to handle any government or community transactions to achieve his implementation in the agreed

	period without any delay.
	22.6 The contractor , within two weeks from the signing the contract , is obliged to submit a detailed program for his plan of execution of works for approval by engineer and the program must be realistic and in consistent with the plan of items' procurement , equipment preparation and other plans . The engineer shall take a decision about the program within a week either by agreement or request for modification.
	22.7 The contractor, after being informed in writing of the engineer's approval on the submitted program , shall fully comply with the arrangements and other methods indicated in the program . The contractor is not entitled to modify the program except by a prior written consent of the engineer (approval must be withhold without any reasonable excuse) except in the emergency cases that may threaten the safety of works and persons or properties , the contractor may execute the works whenever it is necessary without taking a prior approval . The engineer is entitled, whenever he sees necessary, to ask modification of arrangements order and methods and the contractor has to adhere to this order.
	22.8 The contractor is obliged, in addition to the programs mentioned, to inform the engineer or engineer's representative from time to time with details of works that he intends to execute in the next stage when required.
23 . Executive Staff of the Contractor	23.1 The Contractor shall provide the technical and administrative staff during the execution of the Works. The contractor must be present at the site continuously or his delegate representative to supervise execution of works with full time duty and the delegate representatives has to acquire the qualifications required and adequate authorities. If the engineer sees to change the representative for the interest of the work, the contractor must respond to the request of the engineer.
	23.2 The contractor shall provide the technical and administrative staff to execute the works as per mentioned in his tender, approved by the employer and identified at the contract's documents.
	23.3 : The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein : (a) only such technical assistants as are skilled and experienced to give proper superintendence of the Works; (b) such skilled, semi-skilled and unskilled labor as is necessary for the proper and

	timely fulfilling of the Contractor's obligations under the Contract not less the number mentioned in his tender .
	23.4 The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent, or negligent in the proper performance of his duties, and such person shall not be again allowed upon the Works without the consent of the Engineer.
24. Installing of Dimensions and Empirical Borings	24.1 : During the progress , if there is any defect at site at any part of works , its measurements or straightness , the contractor shall remedy that defect on his own cost in accordance with the instructions of the engineer or engineer's representative.
	24.2 Checking out and revising dimensions and measurements by the engineer does release the contractor from his liabilities regarding remedying and the contractor shall maintain and protect all measurements signs , points of installation and wedges
	24.3 The contractor shall execute any written order from the engineer during the execution of works in relevant to conducting borings or empirical holes and this order is considered an additional work unless there is a clause or amounts included at the bill of quantities against such work.
25. Approving materials' samples , quality of materials and Tests .	25.1 The contractor, before procuring or using any execution materials, shall provide in advance samples for approval by the engineer and get a prior consent for approval. Any materials procured or installed or executed without being approved by the engineer will be considered rejected and the contractor shall remove them or change them with approved materials without claiming any addition costs for the contractor.
	25.2 All materials shall be of : a) good types as stipulated in the contract in accordance with the instructions of the engineer and to subject from time to time (as per the request of the engineer) for tests at the manufacturing site or at any site or other place as stipulated in the contract .
	25.3 The contractor shall provide all facilitations , equipment , personnel ...etc required to carry out test and measure of any work , quality , quantity or any material used ; the contractor shall also provide samples to be tested before usage

	on the form required by the engineer .
26. Safety, Security And Protection of the Environment	26.1 : The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein: (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed, or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons. (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary, or required by the Engineer, or by any duly constituted authority under the Applicable Law, for the protection of the Works, or for the safety and convenience of the public or others. (c) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise, or other causes arising as a consequence.
	26.2 The Contractor shall comply with instruction and guidelines issued by the competent authority concerning the protection of environment and to adhere to applicable laws and principles in the Republic of Yemen.
	26.3 The contractor shall restrict all professional health and safety ways and the contractor is the only responsible for any work injury, occupational disease that happen to his workers, or others that work with and the contractor is their employer and there is no any connection of his worker with the Employer of any type of work.
27. The General Services	27.1 The contractor, on his own cost, may benefit from the public services such as electricity, water, phone and internet based on its availability at the site or near to it of the public networks after obtaining an approval from the competent authorities for the purpose of works. The contractor shall furnish, on his own cost, any connections and necessary devices to use such services and he shall comply with all requirements and instructions of the public authority and in case the contractor is unable to benefit from such services, the contractor shall provide, on his own cost, the alternative arrangements that approved by the engineer to operate such services required.
28. Care of Works	28.1 The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of initial delivery when the responsibility for the said care shall pass to the Employer. After taking over sites from the contractor.

	28.2 The Contractor shall take full responsibility for the care of any outstanding Works during the period of his responsibility to maintain the permanent works until the work is completed and delivered.
29. Damage to Persons and Property	29.1 The Contractor shall assume direct liability in front of the employer or others for loss or damage to any property or death or injury to any person in consequence of the execution and completion of the Works and the remedying of any defects or due to omission therein. Also, the Contractor shall indemnify the Employer against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, subject to the following exceptions: (a) the permanent use or occupation of land by the Works, or any part thereof, (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land, (c) Act or omission resulted by the employer or his servants or other contractors working for the employer.
30. Accident or Injury to Workmen	30.1 The Employer shall not be liable for any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor. 30.2 The Employer shall not be liable for any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor other than death or injury resulting from any act or default of the Employer, his agents, or Personnel. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto without violation of any obligations stipulated in the applicable laws concerned .
31. Other Contractors	31.1 The Contractor shall, in accordance with the requirements of the Engineer, and after a prior consent from the employer shall afford all reasonable opportunities for carrying out their work to: (a) Any other contractors employed by the Employer or employer's employees. (b) Any duly constituted authorities who may be employed in the execution, on or near the Site, of any work not included in the Contract, or of any contract which the Employer may enter into in connection with or ancillary to the Works.

32. **Contractor to Keep Site Clear**	32.1 the Contractor shall keep the Site reasonably free from all unnecessary obstruction and visually unacceptable material and shall store or dispose of any Contractor's Equipment and surplus materials which are not needed for work .
	32.2 The Contractor shall, after completing the execution of the works , clear away and remove from the Site any wreckage, rubbish , garbage and no longer required items and keep the site clean and acceptable to the engineer .
33. Cost of Samples or Tests	33.1 The Contractor shall bear samples' preparation cost required by work and any cost for conducting tests of materials .
34. Cost of Samples	34.1 The Contract shall prepare all samples on his own expense.
35. Access to Site	35.1 The Engineer, or any other person delegated by the engineer, is entitled to access to site or plants where works are prepared or where manufactured materials are procured in order to execute works ; the contractor shall provide necessary facilitations and assistance required .
36. Examination of Work before Covering up	36.1 No part of the Works shall be covered up, or put out of view without the Engineer's approval, and the Contractor shall afford full opportunity for the Engineer to examine and measure any such part of the Works, which is about to be covered up and to examine foundations before any part of the Works is placed thereon . The Contractor shall give notice to the Engineer whenever any such part(s) of the Works is, or are, ready or about to be ready for examination, and the Engineer shall, attend for the purpose of examining and measuring such part of the Works or of examining such foundations and keeps contractor informed.
	36.2 The Engineer is entitled to demand the contractor to uncover any part of the works which he covered without a knowledge of the engineer and the contract bears all resulted expenses.
	36.3 A Receipt for the executed works shall be submitted for any part of the work separately as per the instructions of the supervising engineer and the contractor is not entitled to commence execution any part of the work unless the previous part has been received, approved and documented providing that the request is submitted 24 hours before the time of receipt.
37. Removal of Improper Work and Materials	The Engineer shall have authority to issue instructions in the form of a written notice from time to time, for: (a) the removal from the Site, within such time or times as may be specified in the instruction, of any Materials which, in the opinion of the Engineer, are not in

	accordance with the Contract, (b) The substitution of proper and suitable Materials (c) The removal and proper execution, notwithstanding any previous test thereof, or interim payment therefor, of any work which, in respect of Materials which are not, in the opinion of the Engineer, in accordance with the Contract.
38. Default of Contractor in Instructions	In the case of default on the part of the Contractor in carrying out the Engineer's instructions or his representative within the time specified therein, or within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same. In this case, all costs consequent thereon, or incidental thereto, shall, after due consultation with the Employer and the Contractor, be determined by the Engineer. The costs determined by the Engineer 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. The Engineer shall notify the Contractor accordingly, with a copy to the Employer.
39. Suspension of Work	39.1 The Contractor shall, based on written instructions of the Engineer, suspend the progress, or any part thereof, for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works, or such part thereof, so far as is necessary in the opinion of the Engineer . Suspension will be applied in one of the following : (a) otherwise provided for in the Contract, (b) necessary by reason of some default of, or breach of contract by the Contractor. (c) necessary by reason of climatic conditions on the Site, or (d) necessary for the proper execution of the Works, or for the safety of the Works, or any part thereof . In the cases when the engineers demands suspension of work and the contractor does not cause any default , in this case the employer shall provide an addition period for that matter.
	39.2 If the progress of the Works, or any part thereof, is suspended on the instruction of the Engineer, and a permission to resume work is not given by the Engineer within a period of 7 days from the date of suspension then, unless such suspension is within items (a), (b), (c),or (d) of Clause 39.1 the Contractor may give notice to the Engineer requiring permission, within 7 days from the receipt thereof, to proceed with the Works, and if the contractor is not given a permission within

	the period mentioned , he is entitled to consider the suspension of that part of works as a termination for him and to consider that a breach of contract by the employer if the suspension affects the whole of the work.
40. Possession of Site	40.1 The employer shall give the contractor the possession of the site or any part of it, so that the contract can commence execution of work as per the program prepared for this action or according to the reasonable proposals provided by the contractor in writing to enable him to execute works.
	40.2 If the Contractor suffers delay and/or incurs costs from failure on the part of the Employer to give possession ,Engineer shall, determine any extension of time to which the Contractor is entitled to execute works and to recommend the employer to suggest a same period instead of that period.
	40.3 The period for giving possession of site is identified with a term that not exceeding one week from the date of signing the contract, unless the possessing process of site requires a longer time as identified in the special conditions of the contract .
41. Time for Completion (time expected to complete and deliver the works)	41.1 Taking into consideration any provisions included in the contract regarding the completion of any section of works prior the whole completion, the contact shall complete the whole works within the schedule stated in the special conditions of the contract which calculated from the date of site possession to the contractor free from any obstructions or problems.
42. Extension of date for Completion the additional work (from the date expected to complete and deliver the works)	In the event of the amount or nature of extra or additional work requires an extension of execution , or if any cause of delay referred to in these Conditions or in case of an exceptionally adverse climatic conditions, , or other special circumstances which may occur, other than through a default of, or breach of contract by the Contractor, or for which he is responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or Part thereof, in this case the contractor shall provide a written notification to the engineer indicating the reasons justifying his claim within a period not exceeding 3 days from the date of occurrence of such conditions or causes . The contractor shall also provide details of any extension he is entitled for. The Engineer shall investigate the matter to decide wither the contractor deserve this extension or not and to identify the duration of extension and reporting it to the employer for approval.

43. Restrictions on Working Hours	43.1 None of the Works shall be carried on during the night, or on public holidays without a written approval of the Engineer except when work is unavoidable, or absolutely necessary for saving life or property, or assuring the safety of the Works. However, in any of these cases, the Contractor shall immediately advise the Engineer except any work, which is customarily carried out in multiple shifts.
44 . Rate of Progress	44.1 If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works, or any Section, is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. In this case , the contractor is entitled to request an approval from the engineer to give a permission to work at night or during the weekends , in these circumstances ,the engineer is not entitled to reject such request without a reasonable excuse
45. Taking Over Certificate	45.1 When the works are executed completely and passed the final test according to the contract , the contractor shall inform the engineer in writing and demand to issue a taking over certificate . The engineer , within 4 days from his receipt the contractor's demand ,shall carry out the following : a- To verify that all works have been executed as per the specifications and drawings and free of any preservations .In this case , the engineer shall inform the employer to form an investigation committee to take over the works before the termination of the specified period b. If the works were not complete, the engineer shall issue his written instructions to the contractor indicating the works that shall be completed by the contractor or any defects that must be remedied; the schedule of completion will be identified according to the nature of work. c. After the contractor executes such observations and the engineer verifies that the works become in consistent with the specifications and drawings and free of any defects , the taking over procedures will be completed . d. The contractor is entitled to receive the taking over certificate by the engineer , checking out and receipt committee without any observations , within 4 days after completing works in an acceptable form
46. Completion of	46.1 the expression “Defects Liability

Outstanding Work and Remedying Defects	Period" shall mean, whenever appears in this contract:" a ninety days period from the date of taking over for the works approved by the receiving committee free of any preservations unless a longer period is identified in the special conditions of the contract and if the receiving committee issues more than a certificate, the defect liability period is calculated for each part from the date of issuing its taking over certificate.
	46.2 until the final delivery of works to the employer, that is after the expiration of defects liability period as per the conditions of the contract, in an adequate and acceptable form to the employer, in exception to fair wear and tear , the contract shall execute all such work of amendment, reconstruction, and remedying defects, , or other faults as the Engineer may find necessary during the Defects Liability Period, or within 3 days after its expiration, as a result of an inspection made by the employer or his representative . the contractor is instructed and the inspection and receiving committee shall carry out a final receiving free of any observations or preservations .
	46.3 All work referred to in Clause 46.2 shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to: (a) the use of materials, Plant, or workmanship not in accordance with the Contract, (b) where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.
	46.4 In the case of default on the part of the Contractor in carrying out any remedial acts as per the request of the engineer , the Employer shall be entitled to employ and pay other persons to carry out the same, and the Contractor was liable to do at his own cost under the Contract. Such amounts shall be recoverable from the Contractor by the Employer, and such costs defined above may be deducted by the Employer from any monies due or to become due to the Contractor with no affecting the right of the employer to claim the contractor any indemnities or other amounts in case of insufficiency of amounts.
47. Other Obligations of Contractor	47.1 The Contractor shall , in addition to the obligations stated in the provisions of this contract , carry out the following: (a) Supervise , check, follow up and control all works' stages including parts

	executed by his sub-contractors. (b) Extract all necessary permits and approvals related to works. (c) Dispose all surplus materials, equipment and tools after the completion of the field work and after having an approval from the employer and necessary permits in case the disposal of such materials inside the Republic of Yemen. (e) To comply with rules and regulations of Environment Protection and to control pollution during the period of works' execution.
	47.2 The contractor, based on a written request from the engineer , shall inspect under a supervision of the engineer on the causes of short and defects in works during the progress of work or during the defects liability period ; the contractor shall bear the expenses of uncovering such defects and carry out remedial actions and removing its causes on his own expenses .
	47.3 The contractor shall bear the responsibility to prevent infringement and exposure at the project sites of any party or person, in particular that he had inspected the work sites before the submission of sites before the tender and to has taken in his consideration all risks, according to what has been explained in these general conditions.
48. Additional and changeable works:	48.1 the employer is entitled to amend the contract ,either by decrease or increase, at any stage of contract's execution with a rate of 20% of the contract price in accordance with the engineer's opinion for any reason ,and this requires conducting any changes in the form , type and volume of works . Then , the engineer is entitled to order the contractor to execute any of the works on condition to be of the similar contracting items provided that additional works shall not to exceed 15% from the volume of this clause and whatever exceed over that , there will be a negotiation on the rate of execution as per the prevailing rates in the market based on the nature and place of execution after getting the approval of the competent tenders' committee as per the provisions of the law .
	48.2 The contractor is not entitled to carry out any additional or changeable works unless he receives a written order from the engineer after its price is being approved by the employer as per the legal procedures .
49. Evacuation of Site	49.1 The contractor shall , as soon as he completes the Works , evacuate the Site from any construction equipment and machines , temporary works , wastes or any other surplus materials after getting the engineer's approval.

	49.2 The Employer , at any time, shall not be liable for any defect or loss occurred to equipment , temporary works or materials .
50. Bill of Quantities	50.1 The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract. , However in a lump sum contract ,the quantities are considered final and the contractor shall execute all works in accordance with the drawings whatever the actual quantities are.
51. Measurement	51.1 : The Engineer shall ascertain and determine by measurement the value of the Works in accordance with the Contract . The Engineer shall, when he requires any part or unit of the Works to be measured, give reasonable notice to the Contractor's authorized agent, and to provide all required details.
	51.2 Should the Contractor or his delegate not attend, then the measurement made by the Engineer, or approved by him, shall be taken to be correct measurement of such part of the Works.
	51.3 For works that 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 on 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 on such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree with 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, presents a written objection in which he indicates the matters that he claims incorrect in such records and drawings . In case of variance between the engineer's representative and contractor on the measurements mentioned, the matter shall be referred to the engineer and his decision considered final in this regard.
	51.4: The Works shall be measured net, notwithstanding any general or local custom
52. Procedures of Payment and Issuing of Payment Certificates	52.1 If the employer is able to disburse an advance payment, its value shall not exceed more than 10% of the contract price against a non-conditional irrevocable bank guarantee with the same amount, issued by a licensed bank by the Central Bank of Yemen according to the guarantee form attached with the tender document

	or against a payable cheque valid for the period of contract's execution. If there is a possibility to disburse an advance payment, it shall be defined in the special conditions of the contract which shall be fully recoverable before disbursement of 90% from the contract price in case the contractor delays the execution as per the schedule specified.
	52.2 The contactor shall be paid for all Works performed according to drawings, technical specification, terms ,quantities, and other defined requirements in the contract documents as follows: (a) Maximum 90% of the value of the actual performed works that are in consistent with the technical specifications and terms and according to the categories stipulated in the contract and the schedule based on Payment Certificates signed by the technical authority that supervises the execution. (b) A retention amounting to ten (10) percent of the amounts due will be disbursed as follows: 1- (50%) of the withheld amount will be disbursed after an initial receiving free from preservation and observation in accordance with the Payment Certificates signed by the committee assigned , and contractor approved by the head of the authority . 2- (50%) of the withheld money will be disbursed after the final receiving without any observations or preservations and completion of defects liability period as per the final receiving minutes signed by the committee assigned , contractor approved by the head of the authority . (c) Rubbish materials stored on site shall not be calculated within the Payment Certificate during the payment of contractor for the executed works. (d) Payment certificates are paid as per the conditions set out in the contract providing that the value of the current payment certificate is not less than 30% from the contract price mentioned in the special conditions of the contract.
53.Correction of Payment Certificate	53.1 The engineer is entitled to issue completion certificates (payment certificates) make any correction, or modification in any previous Payment Certificate, in additio entitled to suspend any completion certificate (payment certificate) if he views that r part of the Works was carried out in a satisfactory form .
	53.2 The final receiving certificate is the only approved certificate that confirms the completion of works as set out in the contract.

	53.3 The contract is not considered completed except after the receiving committee issues a defects liability certificate (final receiving) and deliver it to the employer in which it states that the works were carried out and maintained in a satisfactory form. The committee shall issue the mentioned certificate within a week from the expiration of the defects liability period or expiration of the last duration of defects liability period which is not less than a year unless a longer period was stipulated in the special conditions of the contract for the section of the various works if they are delivered on stages at the completion date of works regardless to any delivery for works, or the employer has used it in part or in whole.
	53.4 The employer shall not be liable for any obligation regarding Works execution before the contactor unless the contactor submits a written claim before issuing the final receipt certificate (defects liability certificate).
54 Default of Contractor	54.1 If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution(other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favor of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or he assigns for others without obtaining a prior consent from the employer or if the engineer submits a written report in which he certifies that the contractor: (a) Has repudiated the Contract, (b) Without reasonable excuse has failed to commence the work for a period that exceeds 5 days after receiving notice (c) Has failed, after 5 days from receiving a written warning from the engineer , to evacuate the site from materials or destruct , or to reconstruct works that rejected by the engineer. (d) Despite previous warning from the engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations (e) Despite the objection of the engineer, he assigned a part of contract's works to a subcontractor by violation. The contracting agreement is considered terminated automatically without a need to give any execute or judicial judgment. The employer is also entitled to take necessary legal actions to assign works to another contractor and the contractor will

	be responsible for all losses that cased to the employer.
55. Valuation at Date of Expulsion	55.1 The engineer shall when terminate the contract and identify the performed works by any method he views adequate to be examined in order to identify the contractor dues from the works achieved in the contract. 55.2 The employer shall not be liable to pay to the Contractor any further amount in respect of the Contract till the expiration of the Defects Liability Period (maintenance) and thereafter until the costs of execution, completion and remedying any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained by the engineer. The Contractor shall be entitled to receive only such sum, if any, as the Engineer may certify and the sum payable to him upon the completion of works after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer. The employer has the right to recover this amount from the dues of the contractor with the same authority, or by confiscating equipment and sell them on auction, or to claim variation through jurisdiction.
56. Urgent Remedial Works	56.1 If the engineer or his representative find an urgent need to carry out urgent remedial Works in order to avoid any accident, or failure, or other event occurring to, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, and if the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. In this case, the Contractor is liable incur all costs consequent thereon or incidental thereto, if the engineer sees that they form a part of contract's commitments and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or become due to the Contractor, and the Engineer or his representative shall notify the Contractor in writing accordingly when such urgent situations occurs. 56.2 The expression of “Force Majeure” means any accident out of the both parties control and was not caused by his fault or omission and cannot be predicated including, but not limited to ” wars, revolutions, epidemics, quarantine restrictions,

	earthquakes, floods or any other reason not resulted from a fault , omission or misconduct from the party who claims the force majeure. 56.3 In case that force majeure conditions occurred, the contractor shall immediately send a written notice to the employer indicating these conditions and their reasons. The contractor continues to execute his obligations as set out in the contract to maximum extent unless the employer informs him in writing otherwise, also the Contractor shall follow reasonable alternative methods for execution to avoid considering them as a force majeure. 56.4 If any of the materials on the site or next to or on the way to any destruction or damage due to force majeure Contractor shall be entitled to the following payments: a) Any of the permanent works and materials that were destroyed or damaged by what is necessary to complete work, the employer shall pay to the contractor based on the actual cost. b) Replacement or repairing the damage which happened to the work. c) The amounts that estimated by the engineer to cover any actual expenses incurred by the contractor for the execution of all the Works, provided that the expenses are not covered with previous payment or indemnified by any other source. d) Any due indemnifications to the contractor, under the previous clauses .The employer, in all cases, shall have the right to recover any of his due payment for any advance he paid to the contractor.
57. Payment in case of termination the contract (from the employer side to any reasons related to the employer)	57.1 If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition: (a) The amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed by the contractor. (b) Any additional sum payable under the provisions of the previous clause of these conditions. (c) The reasonable cost of repatriation of all the Contractor's foreign employees and

	workmen employed on or in connection with the Works at the time of such termination. 57.2 When reconciliation is conducted, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for an advance payment to serve as an incentive to start early the Works, or advances in respect of the Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of the Contract. The Engineer, after due consultation with the employer and contractor , shall estimate the payable amounts and send a notice to the contractor with a copy to the employer.
58. Settlement of Payments in case of Compulsory termination	58.1 If war was erupted or any circumstances outside the control of both Parties arise after the signing of the contract which render it impossible or unlawful for either or both Parties to fulfill his or their contractual obligations, or under the law governing the Contract, the Parties are relived from any further liabilities or obligations, then the contract shall be revoked and Parties shall be discharged from the Contract and the employer shall pay the contractor the due amounts in respect to the Works executed .
59. Penalty for Delays and Payment	59.1 1- If the Contractor fails to fulfill the Works within the time prescribed in this contract , a penalty for delay shall be calculated as follows: in the first week by 7.5% from the cost of unfulfilled clauses as follows : • In case the contractor delayed a week later after the time mentioned above, a penalty for delay shall be calculated by 1% for each day from the bill of quantity as mentioned where the total penalty shall not exceed 10% from the total contract price. The time or days delayed must not exceed 17 days at least. If the penalty or the time limit in this clause were exceeded, the contractor must pay the penalty specified and his Performance Bond shall be confiscated, and the contract shall go into liquidation immediately. 2- A penalty for delay shall not be calculated in case of Force majeure or any reasons related to the employer.

60. Settlement of Disputes	60.1 If a dispute of any kind whatsoever arises in connection with, or arising out of, the Contract , both Employer and Contractor shall attempt to settle such dispute amicably through direct negotiation as per the provisions of law. 60.2 If the Employer and Contractor fail to amicably settle the dispute after 3 days from commencement of unofficial negotiations then both Employer and Contractor shall resort to arbitration pursuant to the provisions of this contract . The decisions of Arbitration shall be binding on both Parties. **60.2.2 Notwithstanding referring dispute to Arbitration :** a. Both parties shall fulfill their obligations within the framework of this contract unless they agreed otherwise. b. Employer shall pay the contractor's dues (If any), in condition that all the Works to be executed were performed and approved without any observations by the Employer.
61. Construction Guarantee for The Project	61.1 The contractor shall guarantee any harmful defect or any complete or partial destruction to what is built like buildings or any other facilities even if this destruction is due to a defect in the land itself. A defect deemed to be harmful if it intimidates the building's firmness and safety. This warranty, of what is known as Building Safety, shall last for more than 10 years from the time work is to be submitted to its owner under the minutes of the final receiving committee free of preservations.
62. Use of Explosives	62.1 The contractor must take into account all procedures and precautions needed and he must be restricted to the engineer's instructions as well as the regulations and laws issued by the competent authority with regard to the usage transmission , storage ...etc of explosives which the contractor may need to fulfill his contractual obligations , these laws are also applied on all flammable materials and materials which are dangerous to be used , transmitted and stored . The contractor shall provide the statements needed for such actions , communicate with various and relevant authorities before conducting any explosions , and he must be restricted to the instructions given to him in this regard .The contractor

	shall notify the engineer or the engineer's representative on the preparations and procedures to be carried out by the contractor with regard to storing and transmitting explosives and explosion .Such preparations and procedures shall not relieve the Contractor from any of his obligations and liabilities under laws, regulations and instructions related to explosives .
63. Taxes and Fees	63.1 The contractor and his subcontractors shall subject to all tax laws and regulations regarding central or local taxes and fees (customs ,duties and insurance) placed on their activities , staff and equipment during the implementation period of the project, and the contractor is the only responsible of paying such legal amount to government authorities.
64. Bribery and Graft	64.1 Without any prejudice to the Employer's right to obtain the delay penalty ,according to the contract's documents, or any other rights to be fulfilled by the contractor, this contract is deemed revoked automatically without any need for notification execute or judicial judgment and the Employer may have the right to confiscate the contractor's Performance bond if it was proven that the contractor was cheating or manipulating whether he or in behalf of other person bribed or connived one of the employees , directly or indirectly . In this case the Employer shall : (a) Suspend the contractor from work (b) review all the earlier performed , imported , remaining , and unfulfilled works and identify the cost of damages caused by the contractor and the costs raised due to the suspension of work as well as the costs needed for the execution of the remaining works then calculating the total cost . (d) Calculate the total costs and damages to be deducted from the contractor's balance dues with the Employer or any other governmental authority. (e) Refer this issue to the authority relevant with the black list in order to take the legal procedures pursuant to the provisions of the black list and other relevant laws. 64.2 The contractor has to obligate to the employer’s regulations and transparency standards, conflict of interest policy or any other regulations or policies related.

65. Confidentiality	65.1 When bidders buy tender documents and contractors execute the Works , they must treat its details as private and confidential, 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 and they may not use any of the contract's documents for any other project or purposes .The contractor is not entitled to disclose any texts or other documents of the contract or any specifications, drawings or information submitted by the Employer or his representative to any person , accept to the contractor's employees during their execution of contract. Without prior consent in writing of the Employer, the contractor is not entitled to use any document or information mentioned in the contract's document only in cases related to the execution of the contract, publishing and distribution of any articles , films or pictures, addressing lectures , or preparing any information related to the Works and facilities near the Site .
66. Termination of the contract by the Employer for public interest	66.1 Before the execution of the Works (the subject of contract) , if the Employer find that the progress of this contract does not serve the public interest ,the Employer is entitled to revoke this contract , in whole or in part, during any phase of this contract and the contractor is not entitled to oppose that . Without giving any reasons, the Employer may notify the contractor in writing about the termination of this contract a week in advance. 66.2 In case the contractor received such notice, he shall terminate the Works according to the instructions of the Employer, and the contractor's dues shall be settled for the performed work and any immediate physical loss incurred by the contractor due to the termination of the contract as per law and the provisions of this contract. 66.3 If the contractor delayed the execution of the Works or in case the contractor did not comply with the specifications for the execution of the Works and he did not comply with what is stated in the Bill of Quantities , drawings and instructions of the supervisor engineer , or in case the supervisor engineer and Employer find that the contractor is not capable of completing the Works within the specified time and with the quality required then and pursuant to the content of this contract in this regard , this contract shall be deemed revoked automatically without any need for

	notification execute or judicial judgment and the Employer shall : 1- Suspend the contractor from work , 2- The supervisor engineer shall evaluate and calculate the work performed and then deduct the damages and loss arises due to the termination of this contract. 3- The Employer is entitled to deliver the work and its Site to another contractor. After the termination of the contract, the contractor is not relived from his legal liabilities toward the Works performed by him. 4- Raise claims against the contractor to pay any amount or compensation due to the termination of the contract.
67. The contract shall remain valid to the Contractor's related people	67.1 This contract and its conditions shall be remaining to the contractor's public heirs or others and the contractor's private heirs (Buyer or others).