
General Contract Conditions

EPC/PC PROJECTS

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CHAPTER (2)

GENERAL CONDITIONS OF CONTRACT

Using This Document

Some words and phrases have special meanings in the Contract. In some cases, the defined meaning is different from the meaning that the word or phrase might have in ordinary usage, or it might include conditions that don't normally apply. In order to understand the Contract, you need to take these special meanings into account.

The words and expressions listed in *Article 1* hereunder shall have the meaning assigned to them except where the context otherwise requires.

All defined words and phrases have initial capitals (except for 'day', 'month' and 'week') and are in italics in this General Conditions of Contract unless they are one of the following 11 basic terms, which appear too often for italics to be used:

- day, month, week
- Contract
- Contractor
- Consultant
- Kahramaa
- Site
- Subcontract
- Subcontractor
- Works

Article 1: Definitions

- 1.1 "*Actual Completion Date*" shall be the *Works Completion* date shown as such on the *Taking Over Certificate* issued by Kahramaa in accordance with *Article 9* of these General Condition of Contract (GCC). Each *Milestone* of Works (if any) may have its own *Actual Completion Date*.
- 1.2 "*Appendix*" followed by capital letter means the *Appendix* specified by that letter to this General Conditions of Contract (GCC).
- 1.3 "*Approve/Approved/Approval*" means approve/approved/approval in *Writing* by Kahramaa.
- 1.4 "*Article*" followed by a number means the *Article* specified by that number (and all its sub-articles) to these General Conditions of Contract (GCC).
- 1.5 "*As-Built Drawings*". The drawings as issued for construction on which the Contractor upon completion of the work has shown changes due to Contract modifications (Variations Orders), actual site conditions, and other information which Kahramaa considers to be significant.
- 1.6 "*Certificate of Operation (CO)*" means the certificate issued by Kahramaa to the Contractor after signing the *Notification of Safety Precautions Certificate (NOSP)* in which Kahramaa will accept the operation of the Works or *Milestone* under the Contractor's supervision for **thirty (30)** days reliability and performance.
- 1.7 "*Certificate of Readiness (COR)*" means the certificate issued by Kahramaa to the Contractor, in which Kahramaa certify that the Works or the *Milestone(s)* are ready for connection to *network* but Kahramaa can not provide access to network due to reasons referred solely to Kahramaa.

- 1.8 "*Completion*" means the state of the Works or a *Milestone* (as applicable) being completed except for *Defects* not known, passed all *Test on Completion* and Transfer of operational responsibility from Contractor to Kahramaa. *Completion* declared by issuing *TOC* certificate in accordance with *Article-9*.
- 1.9 "*Contract*" means the written agreement signed by Kahramaa and the Contractor, to which these General Conditions of Contract are annexed.
- 1.10 "*Contractual Completion Date*" means the date by which Contractor is required to achieve *Completion*, which is the date stated on the *Contract Agreement*. Each *Milestone* may have its specific *Contractual Completion Date*, if shown as such by the *Execution Program* in *Appendix H*.
- 1.11 "*Contract Agreement*" means legal document in the format shown in the form of *Contract agreement* prepared by Kahramaa and signed and stamped by Kahramaa and the Contractor.
- 1.12 "*Contractor*" means the *Party* to this Contract named as such in the *Contract Agreement*.
- 1.13 "*Contractor's Documents*" means all drawings, specifications, calculations and other documents and information, which the Contractor must produce to *Design* and construct the Works in accordance with the Contract; and all documents which become *Contractor's Documents* under the Contract, including *Kahramaa's Documents* checked, accepted and adopted under *Article 2*.
- 1.14 "*Contractor's Equipment*" means all machinery, apparatus, appliance or things of whatsoever nature required for the execution, *Completion* or *Warranty* of the Works or *Temporary Works*, but does not include materials or things intended to form or forming part of the Works.
- 1.15 "*Contractor's Personnel*" means all individuals whether employees of Contractor or not, directly engaged on the Work under the direct supervision of Contractor and shall include agency personnel employed by Contractor.
- 1.16 "*Contract Period*" means the time period from the *Effective Date Of Contract(EDC)* to the date of the *Final Completion Certificate* for the Works (or the *Project*).
- 1.17 "*Contract Price*" means the sum stated in the *Contract Agreement*, as payable to the Contractor for the execution, *Completion*, remedying of any defects and warranty of the Works in accordance with the Contract. Subject to the provisions of *Article 14 Contract Price* can be Adjusted to account for the value of the *Approved Variations*.
- 1.18 "*Consultant*" means any Firm, Company or person(s) assigned by Kahramaa to provide or perform any consultancy services (i.e. engineering, engineering design, design review, *Approval* of Contractor submittals, supervising Contractor's Works, or any other consultancy services...etc.) related to the Contract. In case where no such person or officer has been so appointed, Kahramaa or its duly authorized *Representative* shall be the Consultant.
- 1.19 "*day, week, month, and year*" shall mean Gregorian calendar day, week, month, and year respectively, unless otherwise specified.

- 1.20 "Defect" includes an error, omission, shrinkage, blemish in appearance or other fault in the Works or which affects the Works, which results from a failure of the Contractor to comply with the Contract.
- 1.21 "Defects List" a list of *Defects* prepared by Kahramaa and submitted to the Contractor for the purpose of making good these *Defects*.
- 1.22 "Deficiency Clearance Report" means the documents issued by Contractor and *Approved* by Kahramaa to confirm that the Contractor has cleared, renewed, or replaced the defective portion of Works, in accordance with the Contract. This Report may be issued in respect of one or more defects cleared, renewed, or replaced.
- 1.23 "Design" means the design of the Works carried out by Kahramaa or others or to be carried out by the Contractor, including the completion of any of Kahramaa's or other's *design* as required in *Appendix A* , to the extent specified in *Appendix A* and *Appendix B* subject to the provisions of *Article 3*. Designed and other derivatives of *Design* have a corresponding meaning.
- 1.24 "Dispute" all controversies, claims, disputes, differences and other similar matters arising out between Kahramaa and Contractor of or relating to this Contract.
- 1.25 "Dispute Notice" notification issued by *one Party* to the other *Party* in *Writing* with regard to an existing *Dispute*.
- 1.26 "Drawings" and "Specifications" mean the *Drawings* and *Specifications* referred to in the Contract and any modification thereof or addition thereto furnished by Kahramaa or submitted by the Contractor and *Approved* by Kahramaa in *Writing* in accordance with the Contract.
- 1.27 "Effective Date of Contract" means the date on which the Contract is deemed to have come into legal force and effect, this date shall not be later than **fourteen (14)** days from the date on which Kahramaa receives the Contractor's formal confirmation of unconditional acceptance, in *Writing*, to Kahramaa's *Letter of Award*. The *Effective Date of Contract* is shown on the *Contract Agreement*.
- 1.28 The "Engineer" means the person or officer whose service has been duly authorized and appointed in *Writing* by Kahramaa and has been notified in *Writing* to the Contractor to administer the Contract as provided therein. In case where no such person or officer has been so appointed, Kahramaa or its duly authorized *Representative* shall be the *Engineer*.
- 1.29 "Execution Program" means the detailed work program submitted by Contractor and *Approved* by Kahramaa in accordance with *Appendices D & H* and subject to *Article 9*. The *Execution Program* is the contractual work program for the Works.
- 1.30 "Erection Completion Certificate (ECC)" means the certificate prepared and issued by the Contractor upon substantial completion of erection and installation of Works and passing successfully all *Test after Installation*. This certificate may be issued in respect of an agreed *Milestone*.
- 1.31 "Final Completion Certificate (FCC)" means the certificate to be issued by Kahramaa to the Contractor to confirm the completion of the Contractor's obligations under the Contract for the Works and for the *Warranty Period*. This certificate may be issued in respect of an agreed *Milestone*.

- 1.32 "Kahramaa" means Qatar General Electricity & Water Corporation.
- 1.33 "*Kahramaa's Documents*" means the *Design* and other documents prepared by Kahramaa for the Contract and provided to the Contractor at or after the *Effective date of Contract* or included in the *Contract Documents*, and any modified or further such documents later provided by Kahramaa to the Contractor for the Contract.
- 1.34 "*Letter of Award (LOA)*" means Kahramaa's formal acceptance, in *Writing*, of the Contractor's bid including all pre-award and post-award correspondences and its intention to enter into Contract with the Contractor based on Kahramaa's Tender and the Contractor's Bid.
- 1.35 "*Letter of Confirmation (LOC)*" means the Contractor's formal confirmation of unconditional acceptance, in *Writing*, of the *Letter of Award* issued by Kahramaa.
- 1.36 "*Latent Defects*" means a defect in design, workmanship, or material which is not apparent by reasonable inspection, it is time-barred defects, and within ten years from the date of FCC.
- 1.37 "*Lump Sum*" A set amount for reimbursement, which includes all salaries, overhead, profit, and other expenses established in the Contract. Once a Lump Sum amount is agreed upon, the Works must be provided regardless of the actual cost to the Contractor. A *Lump Sum* amount cannot be changed once the Contract Agreement is signed, unless there is a change in the scope of work, whereby a modification to the Contract may be executed by issuing *Contract Variation*.
- 1.38 "*Milestone*" means an operational and distinct part or section of the Works specified as such in *Appendix A* and/or *Appendix H*.
- 1.39 "*Network*" means Electrical Network, Water Network, or Steam Network as the context requires.
- 1.40 "*Notification of Safety Precautions Certificate (NOSP)*" means the certificate prepared and issued in the name of Kahramaa by the Contractor, upon the substantial completion and successful *Tests after Installation* of the Works prior to connecting the Works to the *Network*, to confirm the readiness of Works to be connected to the *Network*. This certificate may be issued in respect of an agreed *Milestone*.
- 1.41 "*Option*" means any item(s) or part(s) of Works set out and identified as an *Option* in *Appendix A* and/or *Appendix B*. *Option* should be performed by Contractor only if requested by Kahramaa in *Writing*.
- 1.42 "*Party/Parties*" means in the singular either Kahramaa or Contractor, as appropriate, and in the plural both Kahramaa and Contractor.
- 1.43 "*Plant*" means machinery, equipment, apparatus, materials, and things of all kinds, procured, fabricated, erected, tested, loaded out, installed, completed, and guaranteed by Contractor in accordance with the Contract, which forms part of the Works.
- 1.44 "*Project*" means the whole Works required by the Contract.
- 1.45 "*Representative*" shall be that person, as notified by a *Party* to the other *Party*, who shall have the duties, rights, and obligations as set forth in *Article 15*.
- 1.46 "*Schedules*" shall mean and include schedule of technical requirements, schedule of prices, and any other schedule forming parts of the Contract Documents.

- 1.47 "*Schedule of Prices*" or "*Bills of Quantities*" is the documents, submitted by Contractor with its Bid, in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them and forming part of Contract.
- 1.48 "*Site*" means the land and other places on, under, in or through which the Works or *Temporary Works* are to be constructed in accordance with the Contract.
- 1.49 "*Subcontract*" means any Contract between Contractor and any party (other than Kahramaa or any employees of Contractor) for the performance of any part of the Works, including supply of material.
- 1.50 "*Subcontractor*" means any party (other than Contractor) to a Subcontract. Subcontractor also means any of Subcontractor's Subcontractors of any tier.
- 1.51 "*Taking Over Certificate (TOC)*" means the certificate to be issued by Kahramaa to the Contractor to confirm the satisfactory *Completion* of the Works or *Milestone* (if any) and all the *Tests on Completion*, including successful reliability and performance tests. The date of *TOC* corresponds to the *Actual Completion date* of the Works or that *Milestone*. By issuing such certificate Kahramaa shall be deemed to have accepted operational responsibility for the Works or the *Milestone* on the date so certified.
- 1.52 "*Technical Information*" mean all *Drawings*, calculations and technical information of a like nature provided by Kahramaa to the Contractor under the Contract and all *Drawings*, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and *Approved* by Kahramaa.
- 1.53 "*Temporary Works*" means all works of every kind (other than the *Contractor's Equipment*) to be constructed at Site which are not intended to be of the permanent Works to be handed over to Kahramaa on *Completion*.
- 1.54 "*Tests after Installation*" means the tests specified in the Contract, practically necessary, or otherwise agreed between Kahramaa and the Contractor to be performed after completion of the installation and before issue the *ECC*.
- 1.55 "*Tests on Completion*" means the tests specified in the Contract, practically necessary, or otherwise agreed between Kahramaa and the Contractor to be performed after connecting to the network, including successful performance and reliability tests and before issue the *Taking Over Certificate*.
- 1.56 "*Time for Completion*" means the time for completing the execution of and passing all *Tests on Completion* for the Works or any agreed *Milestone* as stated in the *Execution Program*, calculated from the *Effective Date of Contract* to the date of issuing the *Taking Over Certificate* for Works or from the date of starting the works activity to the date of issuing the *Taking Over Certificate* for a *Milestone* (if any).
- 1.57 "*Variation*" means any changes to the Works including additions, deletions, substitutions, or other alterations or revisions to and from the Works and/or any extension of time in accordance with *Article 14*.
- 1.58 "*Warranty Period*" means a period of **two (2) years** or as otherwise specified in *Appendix A*, following the date of the *Taking Over Certificate*, during which the

Contractor is responsible for making good defects and repair defects of the Works. This *Warranty Period* may be assigned in respect of an agreed *Milestone*.

- 1.59 "Works" means all works, activities, and services to be executed and all materials to be provided by Contractor to complete the works under this Contract including all *Permanent Works* and all *Temporary Works* in accordance with the Contract.
- 1.60 "Writing" means any official hand *Writing* or printed communication between the *Parties* including, letters, facsimile transmission, and cable.

Article 2: Contract Interpretation

The Contract

- 2.1 The Contract is formed by the signing deed of *Contract Agreement* by Kahramaa and the Contractor.
- 2.2 The headings as well as the cover page in this Contract are included for convenience only and shall not affect its interpretation.
- 2.3 Unless the context otherwise requires, the singular includes the plural and vice versa.
- 2.4 Unless the context otherwise requires, words purporting any gender shall include any other gender.
- 2.5 The terms and Conditions of the Contract cannot be amended or waived unless both *Parties* agree in *Writing*.
- 2.6 The governing language of the Contract shall be the English language. All notices, correspondences, information, literatures, data, manuals, mails, and other documents required under the Contract shall be in the English language.
- 2.7 Dates and time periods as per Gregorian calendar shall be followed for the purpose of the Contract.
- 2.8 No legal interpretation applies to the disadvantage of any *Party* on the basis that the *Party* provided the *Contract Documents*, or any part of them.
- 2.9 This Contract embodies the entire agreement between the *Parties* and supersedes and replaces any and all verbal or written (unless it is included in the *Contract Documents*) communications between the *Parties* in relation to the subject matter hereof. Neither *Party* shall be liable for any statement, representation, promise, inducement, nor understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of the terms and conditions of this Contract shall be valid unless agreed in *Writing* and signed by the *Parties*.

Contract Documents

- 2.10 The Contract is made up solely of the *Contract Documents*. The *Contract Documents* must be read as a whole, and anything in one such document must be read as included in all other documents, unless the context requires otherwise. The *Contract Documents* are:
- 2.10.1 *Contract Agreement*,
 - 2.10.2 *This General Conditions of Contract (GCC)*.
 - 2.10.3 *Letter of Award* and *Letter of Confirmation*

- 2.10.4 Appendices A,B,C,D,E,F,G,H,I,J and K
- 2.10.5 The accepted Contractor's Technical & Commercial Bids."
- 2.10.6 All minutes of meetings and all the correspondences exchanged between Kahramaa and the Contractor, before the date of the *Letter of Award*, and enclosed to the *Contract Documents*.
- 2.11 In the event of any conflict, discrepancy or inconsistency between any of the documents forming part of this Contract, and unless expressly provided otherwise, the following order of precedence shall prevail
1. *Contract Agreement*.
 2. General Terms and Conditions of Contract.
 3. *Letter of Award* and *Letter of Confirmation*
 4. All minutes of meetings and all the correspondences exchanged between Kahramaa and the Contractor, before the date of the *Letter of Award*, and enclosed to the *Contract Documents*.
 5. Appendix A -Scope of Works and *Specifications*.
 6. Appendix F -Tender Drawings.
 7. Appendix B - Schedule of Prices.
 8. Appendix D - Administration Instructions
 9. Appendix H - Contract Execution Plan.
 10. Appendix E - Contractor Resources.
 11. Appendix G - Materials, Equipment and Facilities Provided by Kahramaa.
 12. Appendix I- Materials, Equipment, and Facilities Provided by Contractor.
 13. Appendix J - General Safety Requirements.
 14. Appendix- K Departure from or Qualification to the Specifications
 15. Appendix C- Insurance.
 16. The accepted Contractor's technical & commercial bids.
- 2.12 The *Contract Documents* must be read as a whole, and anything in one such document must be read as included in all other such documents, unless the context requires otherwise.
- 2.13 All references to this Contract shall be deemed to include the Appendices and all documents incorporated herein, unless such reference specifically implies otherwise. Reference to *Articles* shall be to the *Articles* of the General Conditions of Contract; reference to Appendices shall be to Appendices attached to this General Conditions of Contract.

Article 3: Scope of Works

The Works

- 3.1 The scope of the Works is described in the *Contract Documents* and more specifically in *Appendix A* (Scope of Works and *Specifications*), *Appendix B* (*Schedule of Prices*) and in *Appendix F* (*Drawings*) (as applicable), and includes
- 3.1.1 all the work specifically referred to in or otherwise contemplated by the Contract;
 - 3.1.2 all items not specifically referred to or described in the Contract which nonetheless are required to complete the Works and achieve the effective and efficient use and operation of the Works;

- 3.1.3 all items referred to in one or more of the *Contract Documents* or otherwise necessary for the Works to be fit for the purposes required by the Contract but omitted from other *Contract Documents* (those omitted items are included in the scope of the Works, unless the context requires otherwise); and
- 3.1.4 all items of work reasonably inferred from the *Contract Documents* as necessary to properly execute, complete and warranty the Works.
- 3.2 The Contractor acknowledges that:
- 3.2.1 it has both experience and expertise in work of the type and scale of the Works; and
- 3.2.2 it has made full allowance in the *Contract Price* for the matters referred to in *Article 3.1*.
- 3.3 The Contractor acknowledges that *Variations* instructed by Kahramaa will cause the scope of the Works to change and may change the *Time of Completion*.
- 3.4 This Contract does not claim to include every detail for the Works. It is the Contractor's responsibility to provide and implement any additions and inclusions on a timely basis to complete the scope, comply with *Drawing* and *Specifications*, and details reasonably necessary to meet the scope of the Works and the requirement of the Contract..
- 3.5 Any omission, deficiency, discrepancy or lack of accuracy that exists in detailing the Works but which may be reasonably implied from the Contract shall be deemed to be required, and to have been provided for in the *Contract Price* and shall not be the subject of a *Variation*.
- 3.6 All installations shall be fully protected from adverse effects of ground and atmospheric conditions. Only environmental friendly, satisfactorily tried and proven system *Designs*, equipment, and materials shall be incorporated in the Works and its associated systems. The Works and *Plant Design* must provide system stability, simplicity of operation, ease of maintenance, and complete safety for personnel and *Plant* in normal condition at very good efficiency.
- 3.7 The Contractor shall not in any manner either reduce or change the requirements stipulated in the *Drawing* and in the *Specifications* for the reason of his opinion that what he provides meets the intent of the scope of Works, unless otherwise *Approved*.

Temporary Works

- 3.8 The Contractor must provide, perform, and be responsible for all types of *Temporary Works*. The Contractor must carry out, perform, provide and do everything necessary including all ancillary or other work for or in connection with the *Design* and construction of the Works.
- 3.9 Contractor shall take full responsibility for the care thereof and of all *Temporary Works*, and if damage and or loss or injury shall happen to the *Temporary Works* or to any part thereof or to any *Temporary Works* from any cause whatsoever, the Contractor shall at his own cost repair or replace by new (the decision whether repair would be acceptable or replacement by new is entirely at the discretion of Kahramaa).

Underground Works

- 3.10** For underground works or works involving excavation where the actual conditions of the ground or under the ground, whether stated or not stated in the Contract, found to be rock,

soil, solid chalk, water, running sand, slag, pipes, cables, concrete or other constructions are found, or if it should be necessary to leave in timber or provide support for existing Works the Contractor shall inform Kahramaa as soon as reasonably practicable of the steps he has taken or proposes to take to deal with such hazard.

- 3.11 Subject to *Article* 3.10, the Contractor shall have no claim for additional cost or extension of time for any additional works incurred as a result of dealing with hazards or unexpected conditions or any extra payment as a result of any alteration or variation to his work program found necessary or reduction in rate of progress caused as a result of poor ground conditions or underground obstructions.

Work Method

- 3.12 The Contractor shall use an appropriate work method approved by Kahramaa and subject to the following.
- 3.12.1 The Contractor is solely responsible for all work methods, whether specified in the Contract or not.
- 3.12.2 The Contractor warrants that it has undertaken all necessary investigation and inquiry to satisfy itself that all work methods specified in the Contract or which the Contractor otherwise proposes to use are appropriate for the purposes of the Contract.
- 3.12.3 If a particular work method is specified in the Contract, the Contractor must use it.
- 3.12.4 If a particular work method is specified in the Contract but it is not possible to use, the Contractor must use another method, after *Aproval* by Kahramaa, without entitlement to extra cost or an extension of time.
- 3.12.5 If a particular work method for which the Contractor is responsible is impractical and the Contractor, with or without the instruction of Kahramaa, uses another work method be necessity to complete the Works, the Contractor is not entitled to extra cost or an extension of time.
- 3.12.6 Kahramaa may instruct the Contractor at any time to use a particular work method, the Contractor shall follow Kahramaa instructions.
- 3.12.7 If Kahrama's instruction in accordance with *Article* 3.12.6, directly results in the Contractor incurring increased or reduced costs when compared with the costs the Contractor would have incurred, had Kahrama not given the instruction, the *Contract Price* shall be adjusted by the difference in costs and time agreed or valued under the procedures of *Article* 14.

Design

- 3.13 The Contractor has *Design*, *Design* coordination and *Design* management responsibility. The extent of *Design* by the Contractor may be as little as shop detailing, as much as the full *Design* of the Works, or it may be some requirement in between, *Article* 3 and its sub-*Articles* are applies in all cases.
- 3.14 The Contractor shall check and verify the *Design* carried out by Kahramaa or by others.
- 3.15 Extent of *Design* by the Contractor is: All necessary *Design* for or in respect of the Works not already performed by Kahramaa, as described in the *Contract Documents* including but

not limited to all *Design* development, documentation and coordination of the *Design* of the various engineering and architectural disciplines, workshop detailing and finalization of the *Design* of the Works in all respects, in accordance with the *Contract Documents*.

- 3.16 The Contractor may be required to check, adopt and be responsible for *Design* carried out by Kahramaa or by others to the extent specified in *Appendix A*. If *Appendix A* specifies that the Contractor must accept full responsibility for *Design* carried out by Kahramaa or by others, then; before submitting *Contractor's Documents* to Kahramaa, the Contractor (at its own cost) must.
- 3.16.1 check, and notify Kahramaa of details (together with appropriate supporting documents) of any fault carried out by *Kahramaa's Documents*.
 - 3.16.2 amend *Kahramaa's Documents* to correct faults so that, on *Completion*, the Works and every part will be fit for the purposes required by the Contract; and
 - 3.16.3 accept and adopt *Design* carried out by Kahramaa or by others as if the Contractor prepared them so that they (amended by the Contractor as necessary) become *Contractor's Documents* when submitted under *Articles 3.41 to 3.46*.
- 3.17 Subject to any provisions of the Contract which provides for change to *Kahramaa's documents*, Kahramaa will instruct a *Variation* if the Contractor notifies Kahramaa of a fault in *Kahramaa's Documents* and Kahramaa requires a change to the Works as a result.
- 3.18 If *Kahramaa's Documents* adopted by the Contractor contain a fault not notified to Kahramaa by the Contractor in accordance with *Article 3.16.1*
- 3.18.1 the Contractor will be responsible for, and not entitled to payment for delays or the cost of any aborted work arising out of the fault; and
 - 3.18.2 the value of any *Variation* Kahramaa instructs as a result of the fault must not include the cost of such delays or aborted work.
- 3.19 The Contractor acknowledges that Kahramaa's *Design* is incomplete and may contain fault or conflict with statutory requirements or other codes or standards which the Contractor is required to comply with under the Contract.
- 3.20 Kahramaa does not guarantee the accuracy and completeness of Kahramaa's *Design* and the Contractor should not rely on the completeness or accuracy of Kahramaa's *Design*.
- 3.21 Kahramaa relies on the Contractor to identify and remedy faults in *Kahramaa's Documents*.
- 3.22 The Contractor, in addition to any responsibility to check *Kahramaa's Documents* under *Article 3.16* (if applicable), must check the *Contract Documents* and notify Kahramaa of any ambiguities, inconsistencies or discrepancies at least **twenty one (21)** days before the Contractor proposes to use them for *Design* or construction (including procurement, manufacture or fabrication of any part of the Works) or for other Contract purposes.
- 3.23 Kahramaa must resolve any ambiguities, inconsistencies or discrepancies in the *Contract Documents* which are notified by the Contractor to Kahramaa for resolution.
- 3.24 The Contractor acknowledges that the Contractor must not change Kahramaa's *Design* in *Contract Documents* without Kahramaa's prior written *Approval*. Whenever requested by Kahramaa, the Contractor must promptly confirm in *Writing* that *Contractor's Documents* are consistent with and comply with *Drawings* and *specifications* and other relevant

Contract Documents. If Kahramaa's *Design* is required to be changed (with Kahramaa's prior *Written Approval*), a *Variation* must be dealt with under the procedures in *Article 14*.

- 3.25 The Contractor warrants that all *Design*, materials, documents and methods of working provided by the Contractor, will not infringe any intellectual property rights.
- 3.26 The Contractor must produce *Contractor's Documents* which will ensure that the Works and every part of the Works are fit for the purposes required by the Contract. This responsibility is reduced to the extent that the *Contractor's Documents* are not fit because of *Design* work by Kahramaa for which Kahramaa retains responsibility.
- 3.27 The Contractor must complete *Design* of the Works to be carried out by the Contractor, including the completion of any of Kahramaa's design work to the extent specified in the *Contract documents*, and the interaction between all these and other components of Kahramaa's *Design*, as referred to in the *Contract Documents*.
- 3.28 The Contractor must achieve Kahramaa *Approval* before considering any amendment to the *Design* to ensure compatibility between components of the Works.
- 3.29 Under no circumstances may the Contractor otherwise change Kahramaa's *Design* or *Kahramaa's Documents* without Kahramaa prior written *Approval*.
- 3.30 Any such changes to the *Design* must not adversely impact upon the required performance and fitness for purpose of the Works.
- 3.31 Amendments to the *Design*, when *Approved* by Kahramaa, will become part of the *Contractor's Documents*.
- 3.32 If Kahramaa's *Design* is required to be changed with Kahramaa's *Approval* in *Writing*, the provisions of *Article 3.17* will apply and the *Variation* is to be valued under *Article 14*.
- 3.33 The only exception to the provisions of *Article 3.17* with *Variations* is as follows: Notwithstanding *Article 3.19*, any change to the Works resulting from the Contractor's development of *Design* in respect of, and the interaction between these and other components of Kahramaa's *Design* in *Contract Documents*, is not a *Variation* and the Contractor has no entitlement, whatsoever, to an extension of time, costs or to any other adjustment of the *Contract Price*.

Innovation

- 3.34 *Articles 3.34* to *3.41* provides an incentive to the Contractor to improve its service to Kahramaa by innovation. If Kahramaa accepts the Contractor's proposal, the Contractor benefits by retaining immediate savings in its costs; Kahramaa benefits from the added value to the Works, reduced operating or maintenance costs, or similar savings. Alternatively, the parties may agree to share the savings in costs derived from an innovation.
- 3.35 The Contractor may submit in *Writing* to Kahramaa, at its own cost, a detailed proposal for changes to the Works, including *Design* or materials, which is likely to offer significant benefits (including long-term or repeated benefits) to Kahramaa.
- 3.36 If Kahramaa requires it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to Kahramaa) a report on the details, implications and benefits of the proposal. The report must be prepared by a Consultant acceptable to Kahramaa.

- 3.37 The proposal must not include anything which might adversely affect the quality of *Design* or construction or operation or maintenance of the Works. Proposed changes must be consistent with the purpose and intent of the Contract and the Works.
- 3.38 Kahramaa must consider the Contractor's proposal, but is not bound to accept any proposal or proposed changes. No claim will arise out of Kahramaa's consideration of or failure to accept any proposal or proposed changes.
- 3.39 Subject to *Article 3.37* and 3.38, if Kahramaa accepts any changes proposed by the Contractor, any actual direct saving in the cost to the Contractor resulting from the changes of the Works will be for the benefit of the Contractor.
- 3.40 Kahramaa may accept the proposed changes subject to conditions.
- 3.41 The Contractor is fully responsible to Kahramaa for the compliance of the Works and for the changes and their consequences.

Submitting Contractor's Documents

- 3.42 The Contractor must submit *Contractor's Documents* (as developed progressively and in stages, but so that each part is complete and in sufficient detail to explain what is proposed) to Kahramaa at least **two (2) months** before the date the Contractor proposes to use them for construction (including procurement, manufacture or fabrication) of any part of the Works. The Contractor must provide the number of copies of the *Contractor's Documents* specified in *Appendix A* when submitting *Contractor's Documents*.
- 3.43 To the extent specified in the Contract, the Contractor must undertake *Design* review and consider the *Design* with those persons specified in the *Contract Documents*, or those persons identified by Kahramaa. The Contractor must carry out such *Design* review and consideration with Kahramaa and those other persons, and develop the *Design* and *Contractor's Documents* using the outcomes of this review and consideration. The Contractor must then submit to Kahramaa for its consideration any necessary amendments to Kahramaa's *Design* and *specifications* proposed by the Contractor, including those arising out of the *Design* review and consideration, prior to the submitting *Contractor's Documents* by Contractor, as referred to in *Article 3.42*.
- 3.44 If Kahramaa objects to the *Contractor's Documents*, the Contractor must take the objections into account and discuss them with Kahramaa. The Contractor must correct any fault in the *Contractor's Documents*.
- 3.45 Notwithstanding the *Design* review and consideration by others under *this Article 3*, the Contractor remains fully responsible for all *Contractor's Documents*.
- 3.46 Nothing Kahramaa does or omits to do in connection with *this Article 3* makes Kahramaa liable for *Contractor's Documents*, or prevents Kahramaa from relying on or enforcing a right, under the Contract or otherwise.

Article 4: Rules, Performance, and Responsibilities

The Contractor

- 4.1 The Contractor must *Design* and construct the Works to *Completion* in accordance with the Contract, the extent of the Contractor's *Design* obligations specified in *Appendix A*.

- 4.2 The Contractor must perform and observe all its other obligations under the Contract.
- 4.3 The Contractor shall commence the Works and start mobilization on the *Effective Date of Contract*.
- 4.4 The Contractor shall execute and complete the Works and remedy any defects therein strictly in accordance with the Contract, with due care and diligence and shall provide all labor, including the supervision thereof, materials, constructional *Plant* and all other things, whether of a temporary or permanent nature required in and for such execution, *Completion* and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to Kahramaa's instructions and directions on any matter, touching or concerning the Works.
- 4.5 The Contractor shall perform the Works with due care, diligence, and efficiency and in accordance with good practices and accepted professional standards and meet the Contract requirement. The Contractor must demonstrate to Kahramaa, whenever requested, that it has met and is meeting at all times its obligations under Contract.
- 4.6 The Contractor warrants that Contractor, Contractor Personnel, and Subcontractors performance of the Works shall comply with the Contract and that they shall exercise the highest degree of care, skill, and diligence in carrying out the Works as is expected from them as experts in their fields.
- 4.7 The Contractor shall at all times perform the Works in a manner that will safeguard and protect Kahramaa's interest and take all necessary and proper steps to prevent abuse or uneconomical use of Kahramaa's facilities and resources.
- 4.8 The Contractor shall be responsible for safety during the performance of the Works and shall provide all necessary safeguards to ensure the safety and protection of the Site and of all persons and property associated with the Works.
- 4.9 The Contractor shall use effective quality control and assurance programs in performing the Works that comply with all technical codes and practices applicable to type similar to the type of Works or as may be specified by Kahramaa. Kahramaa at all times shall have the right to review and accept or reject such quality assurance programs.
- 4.10 The Contractor agrees that Contractor has inspected the Site and surrounding locations and satisfied itself as to the nature of the Works, including but not limited to the *Project* management, supervision, engineering *Design*, procurement services, fabrication, construction, installation, hook-up and commissioning, post start-up services and all other necessary services, personnel, labor, materials, *Plant* including marine craft, facilities, tools, Equipment, consumables, and supplies required for the performance of the Works, general and local conditions especially ground, climatic, sea, other water and weather conditions and all other matters which could affect progress or performance of the Works. Any failure by Contractor to take account of matters that may affect the Works shall not relieve Contractor from its obligations under the Contract.
- 4.11 All *Design* calculations, *Drawings*, *Specifications*, and all other documents relating to engineering *Design* work, construction, commissioning work, and the procurement of materials supplied by Contractor for the purposes of the Contract shall be fit for their intended purpose. Except as specifically stated to the contrary in the *Appendix A*,

- 4.12 The Contractor shall comply with the detailed requirements of the Contract *Drawings* and *Specifications*, *Approval* by Kahramaa shall not relieve the Contractor from complying with the *Specification* except the deviation applied by Contractor and *Approved* by Kahramaa. No erection, construction, or operation of Works shall be allowed with out *Approved* construction *Drawings*.
- 4.13 Any Contractor *Drawing* that has not been *Approved* by Kahramaa shall be forthwith modified to meet the requirement of the Contract and shall be resubmitted for *Approval*.
- 4.14 *Drawings*, *Specifications*, documents, and other information submitted by Kahramaa to the Contractor shall remain the property of Kahramaa. They shall not, without the consent of Kahramaa, be used, copied, or communicated to a third party by the Contractor unless it deems to be necessary for the purpose of the Contract
- 4.15 Contractor assumes total responsibility for the Works performed by Contractor and Subcontractors including Works, which is based upon data and information not contained in the Contract or any conclusions, interpretations by Contractor in applying the data, information, and requirements contained in the Contract.
- 4.16 Contractor shall notify Kahramaa forthwith of all things, which in the opinion of Contractor appear to be deficiencies, omissions, contradictions, or ambiguities in the Contract or conflict with applicable law. Within **seven (7)** days or such other period as deemed appropriate by the *Parties* of receipt of Contractor notification of such deficiencies, omissions, contradictions, or ambiguities, Kahramaa shall review these items and issue the necessary instructions before Contractor proceeds with any part of the Works affected.
- 4.17 Contractor shall notify Kahramaa immediately whenever accidents or incidents occur which might affect the interests or other operations of Kahramaa or others.
- 4.18 Contractor shall notify Kahramaa immediately of any impending or actual stoppages of work, industrial *Disputes*, or matters affecting or likely to affect the performance of the Contract.
- 4.19 Contractor shall ensure that good housekeeping is maintained continuously with due regard to tidiness and disposal of all material in a safe and sound manner and the keeping of access ways and emergency exits clear.
- 4.20 Contractor shall act as an independent Contractor with respect to the Works and neither Contractor nor its personnel or Subcontractors or their personnel shall be deemed to be agents or employees of Kahramaa in the performance of the Works.
- 4.21 Contractor shall be responsible at all times for scheduling, progress reporting and forecasting of the progress of the Works so as to achieve *Completion* of the Works by the *Contractual Completion Date* or any authorized extensions thereof and in accordance with the Execution Program.
- 4.22 Contractor shall give the Works the needed priority to complete all Works by the *Contractual Completion Date(s)*.
- 4.23 Contractor shall follow and comply with the administrative procedures contained in *Appendix D*.
- 4.24 Before the Works or any part thereof are taken over in accordance with *Article 9* hereunder, the Contractor shall supply *Approved* draft operations and maintenance manuals and as

built *Drawings* to the detailed requirements of the *Specifications*. The manuals and *Drawings* shall be in English Languages, and in such form and numbers stated in the Contract. Unless otherwise agreed, the Works or any part thereof shall not be considered completed for the purpose of taking over until such manuals and *Drawings* have been supplied to Kahramaa.

- 4.25 The Contractor shall be responsible for any errors or omissions in the Contractor's *Drawings*. *Approval* by Kahramaa of Contractor's *Drawings* shall not relieve the Contractor from any responsibility under this Contract. The Contractor shall bear any costs he may incur as a result of delay in providing Contractor's *Drawings* and other information's or as results of errors or omissions therein, for which the Contractor is responsible. The Contractor shall at his own cost carry out any alterations as may be necessitated by such error or omissions for which he is responsible and shall modify the Contractor's *Drawings* and such other information's liability under this *Article* only and shall not relieve him of his liability under *Article* 10 in case of delay in execution of Works.
- 4.26 The Contractor shall give minimum **two (2)** weeks written notice in advance to Kahramaa whenever planning or progress of the Works is likely to be delayed or disrupted unless any instruction or *Approval* is issued by Kahramaa within a reasonable time. The notice shall include details of the instruction or *Approval* required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late. Kahramaa shall give the necessary instruction or *Approval* promptly after being notified thereof as aforesaid.
- 4.27 The Contractor must comply strictly with the *Specifications* and the agreed amendments as included in the Contract documents during the performance of the Works. The Contractor shall seek Kahramaa's written *Approval* for any deviation to the *Specifications*, otherwise, the deviation shall not be accepted, and the Works shall be performed according to the *Specifications*. Each deviation shall have in advance a written *Approval* from Kahramaa.
- 4.28 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his Bid as to the nature of the ground and subsoil (including existing services or other buried installations or obstacles), the hydrological and climatic conditions, the form and nature of the Site, the quantities and nature of the Works and the materials necessary for the *Completion* of Works ,the means of access to the Site, the accommodation or storage areas he may require and in general shall be deemed to have himself obtained all necessary information as to risk contingencies and other circumstances which may influence or effect his bid.
- 4.29 No persons other than the employees of the Contractor and his subcontractors shall be allowed on the Site except with the consent Kahramaa.
- 4.30 During the Works execution period (From the *Effective Date of Contract* to the time of issuing the *Taking Over Certificate* for Works or milestone as applicable) the Contractor shall take full responsibility for the care of Works or any parts thereof. If damage and or loss or injury shall happen to the Works or to any part thereof, from any cause whatsoever. The Contractor shall at his own cost repair or replace by new (the decision whether repair or replace by new is entirely at the discretion of Kahramaa) and make good the same, so that at *Completion* the Works, all damages shall be in good order and condition and in

conformity in every respect with the requirement of the Contract and Kahramaa regulations.

- 4.31 The Contractor shall provide a suitable place for the storage of the materials at Site so that such materials are well protected in a manner *Approved* by Kahramaa. The Contractor shall be responsible for the proper fencing, lighting, guarding and watching of all the Works on the Site until issue of the *Taking Over Certificates* and for the proper provision during a like period of temporary road ways, foot way, guards and fences as far as the same may be rendered necessary by reason of the Works for the accommodation and protection of the owner and occupiers of adjacent property, the public and others. The Site including way leave are the responsibility of the Contractor and the Contractor shall provide at his own cost any additional accommodation or lay down area out side the Site required by him for purpose of the Works.
- 4.32 The Contractor shall carefully protect all reference points; demarcation lines, pegs and other objects used during the survey and shall keep them in good order.
- 4.33 The Contractor shall locate all existing mains and services whether or not shown on Kahramaa *Drawings* and shall execute the Works in such a manner that he does not damage or interfere with such mains and services. The Contractor shall accept responsibility for damage or interference to these mains and services caused by the course of executing the Works and shall carry out all necessary remedies and repairs at his own expense to the satisfaction of Kahramaa.
- 4.34 During the construction of the Works the Contractor shall abide and comply with the safety requirement included in *Appendix J*.
- 4.35 Failure by the Contractor to have done all or any of the foregoing paragraphs shall not relieve the Contractor of its obligation to perform the Contract in accordance with the terms and conditions of the Contract. The Contractor shall be responsible for checking all documents and information supplied by Kahramaa including *Drawings* and *Technical Information*. Any modification or alteration to the same, the Contractor may consider necessary and/or desirable, shall be prepared and submitted to Kahramaa for *Approval*. Thereafter such documents and information shall be deemed to have been supplied by the Contractor for the purposes of the Contract.
- 4.36 *Approved Drawings*, samples, models and documents shall be signed or otherwise identified by Kahramaa. *Approval* of such *Drawings*, samples, models and documents shall not relieve the Contractor from complying with the *Specifications* and obligations under this Contract.
- 4.37 The Contractor must ensure that at all times there is a person appointed to act with its full authority in all matters relating to the Contract as the *Contractor's Representative* and must keep Kahramaa informed in *Writing* of the name of that person, and of any change. If Kahramaa reasonably objects to the person appointed from time to time, the Contractor must replace that person.
- 4.38 The Contractor must not assign a right or benefit under the Contract without first obtaining Kahramaa's consent in *Writing*.

Kahramaa

- 4.39 Kahramaa shall pay the Contractor the *Contract Price* in accordance with and subject to the Contract. The basis of payment may be lump sum, *Schedule of Rates* or a combination of these as referred to in *Contract Agreement and Appendix B*.
- 4.40 Kahramaa shall not be liable for any inaccuracy or insufficiency in the information provided by Kahramaa to the Contractor, which affects the performance of the Works. The Contractor shall verify and endorse all *Technical Information* supplied by Kahramaa under the Contract and hence, the Contractor shall be solely responsible of the validity of such information.
- 4.41 Kahramaa shall perform and observe all its other obligations under the Contract.
- 4.42 Kahramaa may give instructions to the Contractor concerning the Works and anything connected with the Works, and the Contractor must comply at its own cost unless an entitlement to payment is specified under *Article 14*.
- 4.43 Kahramaa must ensure that there is a person appointed to act on behalf of Kahramaa in relation to the Contract as Kahramaa's *Representative* and will advise the Contractor in *Writing* of any limitations or qualifications to the powers of Kahramaa's *Representative*. Kahramaa must keep the Contractor informed in *Writing* of the name of that person and of any change. The person does not act as independent certifier, assessor or valuer. The person acts only as the agent of Kahramaa.
- 4.44 Kahramaa will advise the Contractor in *Writing* if Kahramaa's *Representative* delegates any of its powers to others.
- 4.45 Failure on the part of Kahramaa at any time to enforce or to require the strict adherence to any performance of any of the terms or conditions of the Contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of Kahramaa at any time to avail itself of such remedies as it may have had for each and every breach of such terms and conditions.

Kahramaa and the Contractor

- 4.46 The *Parties* must do all they reasonably can to co-operate in all matters relating to the Contract, but their rights and responsibilities under the Contract (or otherwise) remain unchanged unless the parties agree in *Writing* to change them.
- 4.47 Each *Party* must do all it reasonably can to avoid hindering the performance of the other under the Contract.
- 4.48 Each *Party* must do all it reasonably can to promptly inform the other of anything of which it becomes aware which is likely to affect the *Time For Completion*, cost or quality of the Works, and the parties must then investigate how to avoid or minimise any adverse effect on the Works and *Execution program* Progress.
- 4.49 *Article 4.48* does not change the rights and responsibilities of either *Party* under the Contract, unless they agree in *Writing* to change them.
- 4.50 Neither *Party* may disclose in any issue resolution proceedings (including expert determination and litigation) anything discussed or provided under *Article 4.48*.

- 4.51 The *Parties* must meet regularly (monthly, bimonthly or weekly) as it may seem necessary to evaluate and monitor performance and identify priorities for improvement of the Contract.
- 4.52 The *Parties* must decide jointly on participation in the meetings by others concerned with the Works, including Subcontractors, Suppliers, Consultants and, if appropriate, persons such as representatives of government authorities and local community representatives. Participation in meetings does not give the participants any additional rights or responsibilities.
- 4.53 Each *Party* and any others who participate in the evaluation and monitoring meetings must meet their own costs for attendance at the meetings while the Contractor shall tolerate for other costs.
- 4.54 The Contract is governed by the laws of the State of QATAR.

Article 5: Contractor's Personnel

- 5.1 Contractor warrants that it has the experience and capability including sufficient and competent supervisors and other personnel to efficiently and expeditiously perform the Works.
- 5.2 The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract.
- 5.3 Contractor further warrants that it shall continuously provide such personnel and undertake that Contractor's Personnel in supervisory positions shall not be replaced without the prior *Approval* of Kahramaa to a suitable successor. In order to ensure that continuity of the Works is maintained, any replacement shall work alongside the person who is to be replaced for a reasonable handover period, at no cost to Kahramaa. Contractor shall exert all reasonable efforts to perform the Works with its own permanent employees in preference to agency personnel.
- 5.4 Contractor warrants that all *Contractor's Personnel* have sufficient qualifications, experience, and training to perform their tasks safely, competently, and efficiently. Contractor shall also ensure that all *Contractor's Personnel* qualifications or experience levels meet or exceed any particular minimum standards or other requirements, which are specified by Kahramaa. Details of any such minimum standards for *Contractor's Personnel*, which are required by Kahramaa, are given in *Appendix E*. Contractor shall supply Kahramaa with evidence of the qualifications, training, and experience of *Contractor's Personnel*, if required to do so by Kahramaa. If so required by Kahramaa and prior to the start of the Works Contractor shall arrange for its senior supervisory Personnel to be interviewed by Kahramaa, in order to assess their suitability for their positions, ,
- 5.5 Contractor warrants that its senior supervisory Personnel shall liaise with their Kahramaa and third party peers and contacts in a co-operative manner to the satisfaction of Kahramaa.
- 5.6 Contractor shall ensure that its supervisory Personnel have a good communication skill (*speaking, Writing, and reporting*) in the English language.
- 5.7 Kahramaa may notify Contractor to remove from any location of Kahramaa or from the Works any officer, employee, or agent of either Contractor or any Subcontractor without offering any reason provided only that such right is not exercised unreasonably. The person

shall be removed forthwith at the expense of Contractor and shall not be engaged on the Works again or on any other work of Kahramaa without the prior *Approval* of Kahramaa. Unless directed by Kahramaa to the contrary, other suitably qualified persons acceptable to Kahramaa shall immediately replace persons who have been removed from the Works.

- 5.8 Unless otherwise provided in this Contract, Contractor shall, at its own cost, provide, arrange all travel, local transport, accommodation, and food for *Contractor's Personnel*.
- 5.9 Contractor shall ensure that all *Contractor's Personnel*, who have to perform their duties or tasks at Kahramaa locations, are healthy, fit, and suitable in every respect to perform the Works. Contractor shall also ensure that all *Contractor's Personnel* understand safety related notices, verbal instructions, and public address announcements.
- 5.10 Contractor shall ensure that all *Contractor's Personnel* undergo any medical examinations required by the State of Qatar or Kahramaa. Contractor shall supply Kahramaa with relevant details of medical and/or health records for *Contractor's Personnel* if required to do so by Kahramaa.
- 5.11 Contractor shall always be fully responsible for the safety, health, and welfare of *Contractor's Personnel*. In particular, Contractor shall be responsible for, and shall pay for, any and all requirements of *Contractor's Personnel* for medical, dental, and hygienic attention, treatment, examination, care, hospitalization and/or ambulances or other medical transport.
- 5.12 Contractor shall provide *Contractor's Personnel* with all necessary personal safety equipment and protective clothing.
- 5.13 Contractor shall provide Kahramaa with photocopies of passports, police clearances and any similar personal security documentation necessary to obtain Kahramaa identification cards and passes for *Contractor's Personnel*. Contractor shall ensure that *Contractor's Personnel* carry such identification cards with them at all times when they are on Kahramaa premises.
- 5.14 Contractor shall ensure that all *Contractor's Personnel* are local Qatari Law abiding, peaceful, respect customs, and local cultural traditions, and conform to a high standard of moral and ethical conduct, and while at the Site are not under the influence of any intoxicating alcohol or drugs.
- 5.15 Contractor shall maintain good industrial relations with *Contractor's Personnel* during the *Contract Period*.
- 5.16 Contractor shall ensure that all *Contractor's Personnel* have all necessary visas, sponsorship documentation, work permits, and other immigration requirements. Contractor shall be responsible for payment of any fees and/or charges for *Contractor's Personnel* visa, sponsorship, work permit, medical examination, and similar documentation.

Article 6: Materials, Equipment & Plant Provided by Contractor

- 6.1 Contractor shall provide all services, materials, equipment, appropriate tools and facilities including marine craft, consumables and all other things, whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

- 6.2 Materials and equipment or parts thereof provided by Contractor for inclusion in the *Plant* shall be new, fit for the required purpose in accordance with the Contract, of best quality, and workmanship.
- 6.3 Standardization shall be employed in the *Design*, equipment, and materials provided under this Contract. Spare parts shall be standard items insofar as possible, and when such is not possible shall be manufactured sufficiently in advance and in such quantity as to ensure continual availability for Kahramaa's operational requirements.
- 6.4 Contractor shall be responsible for all necessary certifications for all equipment and materials to be provided by Contractor. Contractor shall supply Kahramaa with copies of certificates, *Specifications*, and other evidence of the quality of equipment or materials provided by Contractor, if required by Kahramaa to do so. If required by Kahramaa, Contractor shall demonstrate the capabilities of any *Plant* or equipment prior to using it in the performance of the Works.
- 6.5 Contractor shall be responsible for the timely provision of all matters referred to in *Articles* 6.1, 6.2, and 6.3 including the timely ordering and delivery of all materials and equipment to be provided by Contractor and, where provided for elsewhere in the Contract, for the timely call off of Kahramaa supplied materials and equipment in order to ensure that performance and *Completion* of the Works is not delayed or impeded.
- 6.6 The Contractor shall provide all spare parts and special tools that Contractor and its Subcontractors deem necessary during the *Warranty Period*. The cost of such spare parts and special tools shall be deemed to be included in the *Contract Price*.
- 6.7 With the *Erection Completion Certificate*, Contractor shall establish and submit for *Approval* a detailed list of recommended spare parts and special tools that Contractor and its Subcontractors deem necessary during the first **two (2)** years, or as set in *Appendix A*, of continuous operation after expiration of *Warranty Period*, specifying; manufacturer's part numbers, specification, and quantity of each item.
- 6.8 Before issuing TOC, the Contractor shall, provide, on the best terms and conditions and at the best prices obtainable, a firm offer for the *Approved* spare parts of *Article 6.7*; this offer shall be valid up to the end of the *Warranty Period*.
- 6.9 Contractor shall submit to Kahramaa a written firm commitment issued by him or by its Subcontractors for the continuous availability of all necessary spare parts, special tools, and maintenance services for duration of **ten (10)** years after the date of *FCC* of the *Project*.
- 6.10 Contractor shall give Kahramaa the right of first refusal to purchase any surplus items provided by Contractor and not included in the *Contract Price*. Contractor shall turn over to Kahramaa or sell, at Kahramaa's option, any surplus items, including saleable scrap, that were purchased on a reimbursable basis and remit the proceeds of such sales to Kahramaa; provided, however, that the purchasers of and sales prices for such surplus items shall be subject to Kahramaa's prior *Approval*.
- 6.11 Unless *Approved* by Kahramaa, any material and equipment supplied to Site and found not compliance with the *Specifications* shall be rejected and the Contractor shall replace such material and equipment with fully compliant material and equipment without extra cost to Kahramaa or extension of the *Time for Completion*, regardless of *Approved Drawings* and performed inspection and testing during manufacture of such material or equipment.

- 6.12 The Contractor shall be responsible for the reception of all equipment and materials delivered to the Site for the purpose of the Contract. The Contractor shall not supply any equipment or material to the Site until he has provided adequate facilities at the Site for their proper Loading, unloading and Storage, pending their incorporation into the Works.
- 6.13 The Contractor shall at his own expense make all arrangements for the supply and distribution of water, fuel, communication facility, and electrical power though out the Site, Works, and office etc.
- 6.14 All samples shall be supplied by the Contractor at his own cost if the samples thereof are clearly intended by or provided for in the *Specifications*.
- 6.15 The Contractors shall provide Kahramaa with the assets breakdown and the associated costs details in accordance with the format specified by Kahramaa in *Appendix D*. The completed forms should be presented to Kahramaa not less than 30 calendar days before the proposed NOSP date.

Article 7: Materials, Equipment & Plant Provided by Kahramaa

- 7.1 Kahramaa at its own cost shall provide the items of materials, equipments, services and facilities specified in *Appendix G*. Contractor shall be responsible for, loading at Kahramaa premises ,transporting, stores, receiving at Site, , unloading, warehousing, preserving, maintaining, handling and delivery to the Site such items of materials and equipments.
- 7.2 Contractor shall visually inspect all materials and equipment and check all supporting documentation and notify Kahramaa of any discrepancy or damage to the said materials and equipment within **five (5)** working days from the receipt of materials, or such other period, as may from time to time be agreed upon by Kahramaa and Contractor. In the absence of such notification the materials and equipment shall be deemed to have been received in a complete and undamaged state and the rectification of any discrepancy or damage, which could reasonably have been discovered by Contractor, shall be for the account of Contractor.
- 7.3 Except as specifically stated to the contrary in *Appendix A*, Contractor shall carry out, at Contractor's sole cost and risk, all tests and inspections of materials and equipment supplied by Kahramaa.
- 7.4 Contractor shall maintain in a form agreed by Kahramaa adequate records for materials and equipment provided by Kahramaa and provide a monthly inventory to show the use of materials and equipment received and the balance of materials and equipment unused at all times.
- 7.5 Contractor shall be responsible for providing suitable and safe storage for materials and equipment provided by Kahramaa and shall comply with any particular storing requirements for such materials and equipment or as required by the Contract, and shall make good any loss, damage or deterioration which may occur to the materials and equipment while in the possession and under control of Contractor, and shall be responsible for any loss resulting from uneconomic use of materials provided by Kahramaa. Contractor shall give due care to storage of materials requiring special environmental considerations.
- 7.6 Upon *Completion* of the Works, Contractor shall notify Kahramaa of all unused or surplus materials or equipments provided by Kahramaa. Contractor shall return such materials or

equipment to a Kahramaa nominated storage area. Contractor shall be responsible for ensuring that all materials and equipments, which Kahramaa has instructed Contractor to return to the nominated storage area of Kahramaa, are returned in good condition with full supporting documentation.

Article 8: Quality Control, Inspection and Testing of the Works

- 8.1 The Contractor's quality control department shall review and understand all *Drawing, Specifications* and *Contract Documents* requirements. They shall also ensure that all suborders issued are in accordance with the requirements of the Contract. They shall review the manufacturing, testing, and inspection of the Contractor procedure and all Subcontractors and ensure that they are adequate for the production and inspection of materials, which shall meet the Contract requirement.
- 8.2 Upon the award of the Contract, Contractor shall establish and submit for *Approval* by Kahramaa quality control plan and inspection procedures to be implemented through out the execution of the Contract.
- 8.3 The Contractor must systematically manage its processes in accordance with the quality management systems, plans, standards and codes *Approved* by Kahramaa in accordance with *Article 8.2*.
- 8.4 The Contractor must
 - 8.4.1 submit documentation required by the Contract by the time or times specified in the Contract;
 - 8.4.2 review and update the Contractor's quality management procedures and documentation so they remain adequate at all times to manage and ensure the quality of the Works complies with the requirements of the Contract;
 - 8.4.3 control non-conforming services and/or products and undertake corrective and preventative action as and when necessary;
 - 8.4.4 establish, maintain and keep records of all activities related to the management of quality; and
 - 8.4.5 provide sufficient access to the workplace, and to information, records and other relevant documentation, resources (including personnel), and all other things necessary to allow Kahramaa to carry out reviews, surveillance and audit of the Contractor's procedures and conformance with the contractual quality management requirements.
- 8.5 The Contractor must demonstrate to Kahramaa, whenever requested, that it has met and is meeting at all times its obligations under *Article 8.3* and *8.4*.
- 8.6 Contractor shall make available for inspection by Kahramaa, at all reasonable times, all relevant documents including but not limited to *Schedules, Drawings*, reports, and recommendations. All such documents shall be made available to Kahramaa at any reasonable location specified by Kahramaa and Contractor shall provide a copy for Kahramaa records of any and all such documents specified by Kahramaa at no charge to Kahramaa. Contractor shall submit to Kahramaa for review and comment all documents specified as deliverables in *Appendix A* in sufficient time to allow Kahramaa to review and comment upon them without delaying the performance of the Works by Contractor.
- 8.7 In order to confirm that the requirements of the Contract are met, Kahramaa shall have the right, but not the obligation, at all times to inspect, witness the tests and examine all materials, supplies, machinery and equipment provided by Contractor and all works or

services or documentations related thereto performed by Contractor or any Subcontractor.

- 8.8 If Kahramaa so requires, Contractor shall inspect, test or re-test (for the repaired or replaced defective part of the Works or in case of failed tests) at its own cost and expense any materials, equipment, or supplies provided by Contractor in order to confirm that the requirements of the Contract are met. Contractor shall give Kahramaa adequate prior notification of any inspection or tests to be witnessed by Kahramaa. If any part of the Works is closed in or covered over without written agreement by Kahramaa or before the required inspection or witnessing is made by Kahramaa, then if required by Kahramaa, that part of the Works shall be opened or uncovered for inspection or witnessing of testing and re-closed or recovered by Contractor.
- 8.9 Kahramaa shall have the right to reject any part of the Works which does not comply with any requirement of the Contract, including, but not limited to, defects in *Design*, engineering, workmanship, services, materials, or performance. Upon receiving notice of rejection Contractor shall immediately commence to re-perform, repair or replace the defective part of the Works and shall carry out such inspections and tests on all other related parts of the Works as Kahramaa may require to ensure that the part(s) of the Works is in compliance with the requirements of the Contract.
- 8.10 Contractor shall be responsible for all costs and delays relating to re-performance, repair, replacement, uncovering, reinstating, testing and inspection and no deferment or extension of the *Contractual Completion Date* will be granted in these cases.
- 8.11 Neither failure on the part of Kahramaa nor failure on its assigned inspectors to inspect the Works, witness, test or to discover defects nor failure to reject Works that have been performed by Contractor or its Subcontractors, which is not in accordance with the Contract, shall relieve Contractor from any liability or obligation under this Contract.
- 8.12 Where required for the purposes of the Contract, at all reasonable times the Contractor must permit Kahramaa (including its authorised employees and agents) to have access to the Site and to the premises of the Contractor and must arrange for such access to the premises of Subcontractors, Suppliers and Consultants. This may include for the purpose of surveillance, audit, inspection, *Testing*, certification and recording of information in any form or for any other reasonable purpose required by Kahramaa in connection with the Contract.
- 8.13 The Contractor shall prepare and submit to Kahramaa a comprehensive and detailed inspection and testing program according to which inspections and testing during manufacturing phase of *Plant* will be carried out. The program has to be *Approved* prior to the commencement of the inspection and testing.
- 8.14 Facilities to inspect the Works shall at all times be afforded by the Contractor to Kahramaa *Representative*, authorities and officials.
- 8.15 The cost of making any test shall be borne by the Contractor if such test is required by the relevant standards or provided for in the *Specifications* to ascertain whether the *Design* and construction of any finished or partially finished Works is appropriate for the purposes which it was intended to fulfill.
- 8.16 Kahramaa shall be entitled at all times during manufacturing, fabrication, or preparation to inspect, and test on the Contractor's premises the material and workmanship of all

equipments and Works to be supplied under the Contract. If part of the equipment or Works is being manufactured, fabricated, or prepared on workshops or premises other than those of the Contractor, the Contractor shall obtain permission for Kahramaa to carry out such inspection, examination and testing at those workshop and premises as if the said equipment and *Plant* were being manufactured at the Contractor's premises. The inspection, examination and testing shall include but not limited to the inspection, examination and testing specified in the Contract.

- 8.17 If any item, material, or workmanship fails to comply with the requirements of this Contract in any respect whatsoever at any stage of manufacture, testing, erection, Site tests, commissioning or during *Warranty Period*, Kahramaa may reject the item or the defective component or the defective material. Kahramaa shall decide whether the Contractor shall replace or perform modifications whichever it consider necessary, and after adjustment or modification as directed by Kahramaa, the Contractor shall submit the item, materials or workmanship for further inspection and testing.
- 8.18 In the event of a defect on any item, materials or workmanship being in the opinion of Kahramaa of such a nature that the requirements of the *Specifications* cannot be fulfilled by adjustment or modification, Kahramaa shall be entitled to instruct the Contractor, in *Writing*, to remove such item or items from Site, within the time specified in the instruction, to re-execute such work in properly, as the case may be, and the substitution of the said items and materials by items and materials in accordance with the *Specifications* at the Contactor's expense.
- 8.19 In case of default on the part of the Contractor in carrying out such instruction in accordance with *Articles* 8.17 and 8.18, Kahramaa shall be entitled to employ and pay other persons to carry out the same. Kahramaa shall recover all consequent or incidental expenses thereof from any monies due or may become due to the Contractor or from any bank guarantees submitted by Contractor to Kahramaa

Article 9: Execution Program, Completion, and Acceptance

Milestones

- 9.1 In accordance with the provisions of this *Article 9* and on the same conditions as provided herein, Kahramaa may issue, *Contract Certificates* in respect of any *Milestone* (section of Works) which has been completed and has passed all *Tests on Completion* in accordance with the Contract, if:
 - 9.1.1 a separate *Time for Completion* is provided in the Contract in respect of such *Milestone*;
 - 9.1.2 such *Milestone* has been completed in accordance with the Contract.
- 9.2 Upon issuance of such Certificate(s), the Contractor shall be deemed to have undertaken to complete any outstanding work during the *Warranty Period* (defects liability period).
- 9.3 Other related Contract Certificates may be issued for Works, or *Milestone*, one *Milestone* shall comprise all works which are required to complete that *Milestone* in accordance with the Contract.

Execution Program

- 9.4 Within **fourteen (14)** days from date of the Contactor's *Letter of Confirmation*, to Kahramaa's *Letter of Award*, the Contractor shall prepare and submit for Kahramaa's *Approval* a preliminary plan showing the *Effective* and *Completion* dates of each *Milestone*. These dates will be contractually binding. Thereafter within **six (6)** weeks from *Effective Date of Contract (EDC)*, the Contractor shall prepare and submit for Kahramaa's *Approval* detailed document, (which shall be based on the Execution Plan submitted in the Contractor's bid in accordance with *Appendix H*) giving full details of the arrangements and methods which Contractor proposes to adopt for the execution of the Works and *Milestones*; planning, control of costs and scheduling that complies with the requirements of the Contract. When *Approved* this document shall become the *Execution Program* of the Contract.
- 9.5 The document shall provide a detailed plan for the complete Works or *Milestone* that comprising;
- 9.5.1 Detailed engineering, *Design*, procurement, delivery, and civil works.
 - 9.5.2 Erection and constructional works.
 - 9.5.3 Detailed execution works including start and *Contractual Completion Dates* for each *Milestone* (if any)
 - 9.5.4 Pre-commissioning and commissioning tests and start up for Works and *Milestones* (if any)
- 9.6 The Contractor is responsible for managing the progress of the Works to meet the *Contractual Completion Dates* for the Works and for *the Milestones* (if any). *Times for Completion* for the Works and *the Milestones* (if any) are given in the *Contract agreement* and more specifically by the *Execution Program*.
- 9.7 Contractor shall execute the Works strictly in accordance with the *Execution Program*. Contractor shall keep Kahramaa fully informed of the progress of the Works.
- 9.8 The Contractor must commence and complete all activities of Works including *Design*, mobilization, construction of the Works on Site, testing and commissioning, and handing over the Works and *Milestone(s)* within the periods specified in the *Execution Program*.
- 9.9 If delay in the performance of the Works arises or the performance of the Works is not in accordance with the *Execution Program*, Kahramaa shall have the right to require Contractor and Contractor shall, without additional cost to Kahramaa, take all necessary measures including, but not limited to, working overtime, employing additional personnel, and deploying additional necessary equipment and services in order to eliminate or mitigate such delay in the *Completion* of the Works.
- 9.10 Without prejudice to the obligations of Contractor or the rights and remedies of Kahramaa provided elsewhere under the Contract, Contractor shall, on the request of Kahramaa, produce a revised document for the execution of the Work showing modifications to the *Execution Program* necessary to complete the Work in accordance with the Contract and inform Kahramaa the details of such changes. After review and *Approval* by Kahramaa, the revised document for the execution of the Work shall then be the *Execution Program* of the Contract, and shall supersede all previous *Execution Programs*. There shall be only "one" *Execution Program* at any "one" time. Should the revised *Execution Program* exceed the *Contractual Completion Date* due to no fault of Kahramaa, then Kahramaa retains its right

to apply liquidated damages in accordance with *Article 10* of this General Conditions of Contract.

- 9.11 The *Execution Program* of Works is a contractual binding program of work that can be amended, changed or adjusted under *Article 14 - Variations* only.

Erection Completion Certificate

- 9.12 During erection, quality and quantity of Works and their timely erection will be checked by Kahramaa *Representative* at Site for their compliance with the *Specifications* and in respect of the *Contractual Completion Dates*.
- 9.13 The Contractor shall prepare a comprehensive and detailed program showing the order in which he intends to carry out the *Tests after Installation* for Works and all sections of Works.
- 9.14 This program *Article 9.13* shall be submitted to Kahramaa earlier than **six (6)** months before commissioning is due to began. Kahramaa will comment on it and give its *Approval* to the revised program after all the requested comments have been carried out by the Contractor.
- 9.15 As soon as the Works or *Milestone* have been substantially completed in accordance with the Contract and have passed all *Tests after Installation*, the Contractor shall issue a signed *Erection Completion Certificate*. In this certificate the Contractor shall confirm the substantial completion of the Works and the successful completion of all *Tests after Installation*.
- 9.16 Within **fourteen (14)** days from the date of receiving the *Erection Completion Certificate* by Kahramaa, Kahramaa will convene a close-out workshop , in which the Parties will inspect the Works or the *Milestone* jointly to confirm the *Completion* of Works or *Milestone* in accordance with the *Contract*. Kahramaa will issue to Contractor either;
- 9.16.1 Acknowledgement of *Erection Completion* of Works or *Milestone* or;
- 9.16.2 Written notices of nonconformity, stating in reasonable details the major defects that cause such nonconformity.
- 9.17 Contractor at its own cost shall promptly perform any and all outstanding or corrective works necessary to clear all nonconformity in *Article 9.16.2*. The forgoing procedure should be repeated until all major defects or deficiencies are cleared or corrected.
- 9.18 Unless otherwise agreed re-inspection of the corrected deficiencies in accordance with *Article 9.17* shall take place within **fourteen (14)** days after the date of remedying all major defect on a day or days Kahramaa will notify the Contractor in *Writing*.

Notification of Safety Precautions (NOSP)

- 9.19 As soon as Kahramaa acknowledge *Erection Completion* of Works or *Milestone* accordance with *Article 9.16.1* or after all major defect in accordance with *Article 9.16.2*, has been remedied and passed successfully all *Test after Installation* in accordance with the Contract, and prior to connecting the Works or *Milestone* to *Network*, the Contractor shall prepare and issue in the name of Kahramaa the *Notification of Safety Precautions Certificate (NOSP)* for Works or *Milestone*. Upon

receiving the *NOSP*, Kahramaa will inspect the Site within maximum period **fourteen (14)** days.

- 9.20 If the inspected Works or *Milestone* is found to be free from major defects, the Works or *Milestone* could be connected to the *Network* in accordance with the Contract and Kahramaa rules and regulations, Kahramaa will sign the *NOSP* within maximum period of fourteen (14) days. If within three (3) months from the date of receipt of the *NOSP* submitted by the Contractor, Kahramaa cannot sign the *NOSP* due to reasons referred solely to Kahramaa being unable to provide access to connect the works or the *Milestone* to *network*, then Kahramaa shall issue *Certificate of Readiness (COR)* for the Contractor, in which Kahramaa certify that the Works or the *Milestone(s)* are ready for connection to *network*. After issuing this certificate and based on Contractor request Kahramaa will:
- 9.20.1 Pay the Contractor the installment related to the *CO* certificate against value to value bank guarantee valid for twelve (12) months *from the date of COR*.
- 9.21 Kahramaa together with the Contractor will carry out the final inter trip and energize the Works or *Milestone* which was the subject of the signed *NOSP*.
- 9.22 Prior to testing and commissioning activities, Contractor shall deliver all spare parts, in accordance with *Article 6.6*, to Site stores. No commissioning and testing of Works or any *Milestone* shall be allowed before the delivery of the said spare parts to Site. *Test on Completion* shall not be carried out if any associated auxiliary equipment is on temporary arrangement.
- 9.23 The Contractor shall provide all labor, operators, and suitable qualified and skilled staff, documents, apparatus, instruments consumables, materials, stores, chemicals, electricity, fuel, and water, as are required to complete the Tests.
- 9.24 *Tests on Completion* for the Works and all sections of Works shall be carried out by the Contractor in accordance with the approved program of *Article 9.13* and *Article 9.14*.
- 9.25 If any section of Works fails to pass the *Tests on Completion*, tests of the said section shall be repeated only once within a reasonable time upon the same terms and conditions. All expenses to which Kahramaa may incur by the repetition of the tests shall be deducted from the *Contract Price*.
- 9.26 If the section of Works fails to pass the repeated *Tests on Completion* as stated above, rejection shall apply for the Works, the failed parts, or *Milestone* in accordance with *Article 9.43.2*.
- 9.27 Kahramaa shall have the right to take possession of and use any separate part of the Works or *Milestone* which is completed prior to the *Completion* of all Works. In such event, Kahramaa shall inspect such separate part and, if accepted by Kahramaa, Kahramaa shall issue to Contractor a *Taking Over Certificate* for that *Milestone*.
- 9.28 Kahramaa shall have the right to take possession of and use the Works or *Milestone* which is completed prior to the *Test on Completion*. In such event, Kahramaa shall inspect the Works or that *Milestone* and if accepted by Kahramaa, Kahramaa shall issue to Contractor a *Taking Over Certificate* for the Works or the *Milestone*.

Certificate of Operation

- 9.29 Subsequent to issuance of *NOSP*, and upon passing successfully all *Tests on Completion*, except **thirty (30)** days Reliability and Performance tests, Kahramaa shall issue *Certificate of Operation* in which it will accept the operation of the Works or *Milestone* under the Contractor supervision and responsibility for **thirty (30)** days (or as other wise specified in *Appendix A*) reliability and performance tests.
- 9.30 The Contractor shall be afforded reasonable access to Works or *Milestone* (until such time as a *Taking Over Certificate* is issued) for the purpose of completing the Works to meet the Contract requirements.
- 9.31 The commissioning date is the date of issuing the *Certificate of Operation* for the Works or *Milestone*.

Defects List

- 9.32 Within **thirty (30)** days from the issuance of *Certificate of Operation*, Kahramaa shall issue *Defects List* to the Contractor.
- 9.33 Kahramaa may instruct the Contractor to make good *Defects* within the time specified in the *Defects List* issued by Kahramaa.
- 9.34 If in Kahramaa's opinion that a number of defects arising during reliability and performance test exceeds acceptable limits, the Contractor shall on Kahramaa's request repeat the test on his own cost to prove satisfactory operation of the Works.
- 9.35 Definition of defects as major or minor is at the sole discretion of Kahramaa.
- 9.36 Subsequent to the issue of the *Defects List*, the Contractor shall submit a planned time program stating the date of clearance of each defect for Kahramaa's *Approval*.
- 9.37 The Contractor shall immediately take all remedies to rectify and clear the defects according to the *Approved* program.
- 9.38 If the Contractor fails to do any such remedies on the Works, Kahramaa shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by Kahramaa, and may be deducted by Kahramaa from any monies due or which may become due to the Contractor.

Taking Over Certificate

- 9.39 As soon as the Works or *Milestone* have been completed in accordance with the Contract and have passed successfully all the *Tests on Completion* including **thirty (30)** days Reliability and Performance tests, Kahramaa shall issue a Certificate, herein called *Taking Over Certificate (TOC)* in which Kahramaa certify the date on which the Works or *Milestone* have been so **completed**. Minor *Defects List* will be attached to *TOC*.
- 9.40 The issue of the Taking over Certificate is subject to the satisfactory completion of the **thirty (30)** days Reliability and Performance tests. Use of degradation (aging) curves for the performance tests shall not be accepted.
- 9.41 By issuing TOC in accordance with *Article 9.39 and Article 9.40*, Kahramaa shall be deemed to have accepted operational responsibility for the Works or the *Milestone* on

the date so certified. Upon the issuance of TOC Certificate: (i) the Works or the *Milestone* having come under the jurisdiction of Kahramaa, (ii) the Contractor shall be deemed to have undertaken to complete any outstanding work during the *Defects Liability Period*, (iii) It will be fully prohibited to access the Works or the *Milestone* unless the person in charge of work is in possession of written permission issued by Kahramaa.

9.42 Notwithstanding Article 9.39, the Contractor may apply by notice to Kahramaa for *Taking Over Certificate* not earlier than **fourteen (14)** days before the Works or *Milestone* will, in the Contractor opinion, be completed in accordance with the Contract and ready for taking over.

9.43 After the receipt of the Contractor application, Kahramaa shall proceed forthwith to determine whether the Works or *Milestone* has been completed in accordance with the Contract. Within **thirty (30)** days of receipt of the Contractor application, Kahramaa shall either;

9.43.1 Issue to Contractor a *Taking Over Certificate* in the form set forth in *Appendix D* attached with minor *Defects List* (classifying a defect as minor shall be at Kahramaa sole discretion) to Contractor stating the date on which the Works or *Milestone* were completed and ready for taking over, subject to passing successfully all *Tests on Completion* including **thirty (30)** days Reliability and Performance tests;

Or

9.43.2 Reject the application giving its reasons and specifying the works required to be done by Contractor to enable the *Taking Over Certificate* to be issued.

9.44 Subsequent to the issue of the *Defects List*, the Contractor shall submit to Kahramaa a planned time program stating the date of clearance of each defect. The issuing of *Taking Over Certificate* shall not relieve the Contractor from any of his contractual obligation mentioned herein.

9.45 Without prejudice to the Contractor's obligation to carry out the complete Works in accordance with the requirement of the Contract in all respects, Contractor warrants and guarantees to Kahramaa that, when each item listed in the *Specifications* documents is tested in accordance with the conditions stated in the *Specifications* that item be capable of achieving the performance parameters stated in the Contract.

9.46 The testing to ascertain whether the guaranteed performance has been achieved shall be carried out as soon as practicable prior to taking over of Works or *Milestone* to which the tests are related.

9.47 If for any reason any item fails to meet any guaranteed performance the Contractor shall use its best endeavors to overcome the deficiency therein and repeating the relevant tests within a time period limited to **one (1)** month.

9.48 If the guaranteed performance is still not achieved after one further test, then that item will be reduced in price by an amount equal to the performance liquidated damages (PLDs) payable by the Contractor. PLDs comprise a genuine pre-estimate of the loss and damage that Kahramaa will suffer over the life of the project if the Works or the item does not achieve the specified performance guarantees. PLDs shall be applied to

the limit and at the rate specified in Appendix A. The decision shall be final in this regard and the Contractor shall abide by.

- 9.49 The issue of *Taking Over Certificate* by Kahramaa shall not relieve Kahramaa or Contractor from any obligations or liabilities under the provisions of this Contract and Qatari law.
- 9.50 Should the Works or any *Milestone* being completed but have not been tested or fails to pass the *Test on Completion* or to operate as required or to meet any of its guarantees or if any other Works or *Milestone* called for herein found defective, Kahramaa shall have the right to operate and use the Works or that *Milestone*, until such tests passed, defects remedied and guarantees verified,. In the event that rejection is applied for Works or any *Milestone*, Kahramaa shall have the right to operate the Works or that *Milestone* until such time as the Contractor provide new Works or *Milestone* to replace the defective one or until such time that the defective Works or *Milestone* is corrected

Warranty Period:

- 9.51 Contractor guarantees that the Works shall be in compliance with all requirements set forth in the Contract and shall be free from errors, defects, and failures for the relevant *Warranty Period* which shall run until the later date of either;
- 9.51.1 The end of the *Warranty Period* specified for the Works or the particular *Milestone* as set forth in Contract.
- 9.51.2 Where no period has been specified in accordance with *Article 9.52.1* above, the end of the period of **two (2)** years from the date of *Taking Over Certificate* for Works or *Milestone* if any ; or
- 9.51.3 In the event that any part of the Works is re-performed, rectified or replaced by Contractor under the provisions of *Article 9*, until the end of the extended *Warranty Period* in accordance with *Article 9.55*.
- 9.52 In the event Kahramaa discovers any errors, defects, or failure in the Works during the *Warranty Period*, Kahramaa shall notify Contractor of such error, defect, or failure. Upon receipt of such notification from Kahramaa, Contractor shall immediately at its own cost, rectify or, at the option of Kahramaa, replace or re-perform any defective work, and carry out all associated works such as uncovering, removal, procurement, reinstallation, re-preparation and presentation of reports. If the Contractor fails to carry out such rectification, replacement or re-performance, or if Kahramaa (at its absolute discretion) find that the carrying out of such rectification, replacement or re-performance by Contractor will be prejudicial to Kahramaa's interests (whether by deferment of production or otherwise). In such circumstances Kahramaa may undertake Contractor's above-mentioned responsibilities, in which event Kahramaa shall, as soon as reasonably practicable, so notify Contractor. In such case, Kahramaa shall be entitled to recover from Contractor all costs incurred by Kahramaa in correcting such error, defects or failures.
- 9.53 The Contractor shall be responsible for making good with all possible speed and within the period specified in the defects notice any defect or damage to any portion of the Works or *Milestone* which may appear to occur during the *Warranty Period* after that portion had been taken over and which arises either.

- 9.53.1 from defective materials, workmanship and/or *Design*.
- 9.53.2 from any act or omission of the Contractor done or omitted during the said period.
- 9.54 If any such defects appear or damage occur, Kahramaa shall inform the Contractor thereof in *Writing* about the nature of the defect or damage. The Contractor shall replace or renew that part of Works or *Milestone*, the provisions of this *Article* shall apply to the Works or *Milestone* so replaced or renewed until the expiration of the *extended Warranty Period* for the replaced or renewed Works or *Milestone*. Defects are considered *cleared by Contractor* when *Deficiency Clearance Report* related to such defects is signed by Kahramaa.
- 9.55 The *Warranty Period* shall be extended by a period equal to the period during which the Works or that part of Works thereof cannot be used by reason of this defect.
- 9.56 All such outstanding works shall be carried out by the Contractor at his own expense if the necessity thereof shall be due to the use of material or workmanship not in accordance with the Contract, or to 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.
- 9.57 If any such defect or damage is not remedied within a reasonable time, at Kahramaa convenience, Kahramaa may proceed to do the work at the Contractor risk and expense.
- 9.58 Until the *Final Completion Certificate* have been issued, the Contractor shall have the right to access, at all reasonable working hours, at his own risk and expense, by himself or his duty authorized *Representatives*, whose names shall have previously been *Approved in Writing* to Kahramaa, to all parts of the Works for the purpose of inspecting the Works thereof and to take notes of the working conditions and performance of the Works.

Time for Completion

- 9.59 The Contract requires defect free *Completion*. There is no concept of “practical *Completion*” applying to the Contract. *Completion* applies to any *Milestone* as well as to the whole of the Works.
- 9.60 DELETED.
- 9.61 The Contractor shall execute and complete the Works or any *Milestone* including providing all the related Documents within the *Time for Completion* of Works or *Milestone* as the case may be, and shall remedy all defects within the *Contract Period*.
- 9.62 The Contractor undertakes to execute, complete, and test the Works or *Milestone*, including providing all the related documents, in conformity with the conditions and *Specifications* as laid down in the Contract and in a manner conforming with the established technical principles.
- 9.63 Execution and *Completion* of Works or *Milestone* subject to the Contract may be effected over stages so that they shall completed and be ready for commercial operation within the *Time for completion* as laid down and guaranteed in the Contract and in the *Execution program*.

- 9.64 *Time for Completion* shall be calculated from the *Effective Date of Contract* until the issue of *Taking Over Certificate* for Works or *Milestone* as applicable. The said duration shall include weekly holidays, official holidays, and feasts. This Period does not include the *Warranty Period*.
- 9.65 If at any item, material, or workmanship fails to comply with the requirements of this Contract in any respect whatsoever at any stage of manufacture, testing, erection, Site tests, commissioning or during *Warranty Period*, Kahramaa may reject the item or the defective component or the defective material. Kahramaa shall decide whether the Contractor shall replace or perform modifications whichever it considers necessary, and after adjustment or modification as directed by Kahramaa, the Contractor shall submit the item, materials or workmanship for further inspection and testing.
- 9.66 In the event of a defect on any item, materials or workmanship being in the opinion of Kahramaa of such a nature that the requirements of the *Specifications* cannot be fulfilled by adjustment or modification, Kahramaa shall be entitled to instruct the Contractor, in *Writing*, to remove such item or items from Site, within the time specified in the instruction, to re-execute such work in properly, as the case may be, and the substitution of the said items and materials by items and materials in accordance with the *Specifications* at the Contractor's expense.
- 9.67 In case of default on the part of the Contractor in carrying out such instruction in accordance with *Articles* 9.8 and 9.9, Kahramaa shall be entitled to employ and pay other persons to carry out the same. Kahramaa shall recover all consequent or incidental expenses thereof from any monies due or may become due to the Contractor or from any bank guarantees submitted by Contractor to Kahramaa.

Final Completion Certificate (FCC)

- 9.68 When the *Warranty Period* for the Works or *Milestone* expired and the Contractor has fulfilled all his obligations under the Contract for defects in Works or *Milestone*, the Contractor may apply for *Final Completion Certificate* for Works or that *Milestone* to be issued. When the Contractor has fulfilled all his obligations under the Contract, Kahramaa shall issue the *Final Completion Certificate* for Works or that *Milestone* which shall be dated as the end of *Warranty Period* for Works or *Milestone* as defined herein.
- 9.69 Within **thirty (30)** days from the date of expiry of the *Warranty Period*, for the Works, and when the Contractor has fulfilled all his obligation under the Contract, Kahramaa shall issue to Contractor a *Final Completion Certificate* in the form shown in *Appendix D*. By Issuing *Final Completion Certificate* for the *Project* by Kahramaa, the *Parties* shall be considered as having fulfilled all their obligations under the Contract subject only to the provisions of *Article 30* and Contractor's liability for *Latent Defects*
- 9.70 If different *Warranty Periods* apply to a part or *Milestone* then, Kahramaa at its sole discretion may issue a separate *Final Completion Certificate* in respect to any separately defined part or *Milestone* to which a specified *Warranty Period* has been set forth in *Appendix A*. Upon issuing the *Final Completion Certificate* for the latest part or *Milestone* of the Works, Kahramaa shall issue to the Contractor the *Final Completion Certificate* for the *Project*.

- 9.71 Prior to issue *Final Completion Certificate* in respect to the Works or any *Milestone* the Contractor shall submit Clearance Certificates from the concerned authorities.

Article 10: Delay in Completion

- 10.1 If the Contractor fails to achieve *Completion* by the *Contractual Completion Dates* as prescribed in the *Contract Agreement* and/ or in the *Execution Program* of the Contract, the Contractor will be liable to pay Kahramaa liquidated damages as a debt due and owing at the rate stated in *Appendix B* for every day after the *Contractual Completion Date* to and including the *Actual Completion Date*, however, if the Contract is terminated under *Article 18* or *Article 19*, before the Contractor reaches *Completion*, any applicable liquidated damages for failure to achieve *Completion* by the *Contractual Completion Date* will be applied up to the date of termination of the Contract in accordance with the *Execution Program*.
- 10.2 *Liquidated Damages* as set forth in *Article 10.1* shall be applied for delay in *Completion of Milestones*; the total price of the delayed *Milestone* will be used as a basis for calculating the amount of payable *Liquidated Damages* for the delayed *Milestone*. The maximum limit of the *Liquidated Damages* applied to each delayed *Milestone* shall be as defined in *Appendix B*.
- 10.3 The Contractor acknowledges that the rate for liquidated damages set out in *Appendix B* represents a genuine pre-estimate of loss and damage, calculated at the *Effective Date of Contract*, which Kahramaa will suffer if the Contractor fails to reach *Completion* by the *Contractual Completion Date*. The Contractor warrants that it will not challenge the rate for liquidated damages as being in the nature of a penalty.
- 10.4 The amount of liquidated damages set out in *Appendix B* shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained.
- 10.5 Kahramaa may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages and any additional fees payable by Kahramaa as set out in *Article 19* from any monies in its hands due or which may become due to the Contractor under this Contract or any other Contract. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract nor any other Contract. A failure by Kahramaa at any time to demand payment or to deduct, withhold or set-off the liquidated damages will not amount to a waiver of or otherwise affect Kahramaa's rights and entitlements
- 10.6 If the *Contractual Completion Date* is extended after the Contractor has paid or Kahramaa has deducted liquidated damages, the excess amount of liquidated damages paid by the Contractor or deducted by Kahramaa will be payable by Kahramaa to the Contractor, subject to any right of set-off which Kahramaa may have.
- 10.7 [Deleted].

Article 11: Contract Price

- 11.1 The only and complete compensation from Kahramaa to the Contractor for the fulfillment of his obligation in respect to this Contract is the *Contract Price*. The Contractor is deemed to be fully and completely compensated for the Works executed

under this Contract and all of the obligations hereunder in accordance with the terms and Conditions of the Contract.

- 11.2 The work to be executed shall be complete in all respects and allowing satisfactory, safe, and efficient usage of the completed Works. The *Contract Price* shall be deemed to be fully inclusive of all the parts necessary to achieve Completion and perform all remedy works during the *Warranty Period(s)*.
- 11.3 The Contract Price computed as set forth in *Appendix B*, shall include all costs, charges, taxes, duties, and all other expenses for performing the Works.
- 11.4 The *Contract Price*, and the rates and/or lump sums it includes, shall not be subject to escalation nor adjustment escalation (unless otherwise stated elsewhere in the Contract), for any rise or fall in the cost of labour or materials provided by the Contractor, nor for new, changed or increased taxes, duties or other imposts.
- 11.5 For reimbursable items, Contractor shall use its best efforts to obtain and shall credit for the benefit of Kahramaa all lawful discounts, rates credits, allowances and refunds which are obtainable from Subcontractors. Contractor shall document such efforts.
- 11.6 Except where it is expressly provided that Kahramaa shall carry out an obligation under the Contract at its own cost, all things required to be supplied or performed by Contractor under the Contract shall be deemed to be included in the rates and prices of *Appendix B* and consequently in the *Contract Price*.
- 11.7 Contractor shall submit to Kahramaa for *Approval*, as soon as possible, after the *Effective Date of Contract* (but before first payment falls due to him), a payment *Schedule* in an acceptable form showing all the expected amounts and dates due for all payments to the Contractor in accordance with the *Execution Program* and the terms of payment.
- 11.8 The *Contract Price* is deemed to include all anticipated costs for all delays and all *Temporary Works* arising to comply with Kahramaa's safety requirements. The *Contract Price* is also deemed to include for delays or abortive work caused by weather conditions, and for delay or disruption caused by Kahramaa's urgent operational requirements. at the time of executing the Works. No "standby" charges are payable to the Contractor for such delays. Contractor shall allow for working hours according to Qatar Labour law.
- 11.9 Unless otherwise clearly and explicitly specified in *Appendix B* the *Contract Price*, *Schedules of Prices* and all other prices under this Contract shall be in Qatari Riyals.

Article 12: Payments

Schedule of Prices

- 12.1 If the *Contract price* as specified in the *Contract agreement* and in *Appendix B* is subjected to final re-measurment and a *Schedules of Rates* are included in the Contract then:
 - 12.1.1 the *Contract Price* is the sum of the products of the quantities and the relevant rate for each item in the *Schedule* of prices, plus all lump sums (if any). Before an item is completed, the estimated quantity will be used in the calculation of due payments and the *Contract Price*. After an item is completed, the actual

quantity measured in accordance with the Contract will be used in the calculation of due payments and the *Contract Price*.

- 12.1.2 The Contractor is entitled to payment of the *Contract Price* calculated for actual quantities measured in accordance with the Contract.
 - 12.1.3 The Contractor must carry out *Optional Works* as instructed by Kahramaa.
 - 12.1.4 For the performance and *Completion* of the Works, Kahramaa shall pay or cause to pay to the Contractor the amounts provided for at the times and in the manner specified in the *Appendix B*, and in any *Approved Variation*.
- 12.2 If the *Contract price* as specified in the *Contract agreement* and in *Appendix B* is deemed to be lump sum Contract where a *Schedules of Rates* are also included in the Contract then:
- 12.2.1 the *Contract Price* is the sum of the products of the quantities and the relevant rate for each item in the *Schedule of Rates*, plus all lump sums (if any). The stated quantities will be used in the calculation of due payments and the *Contract Price*.
 - 12.2.2 The Contractor is entitled to payment of the *Contract Price* calculated in accordance with *Appendix B*.
 - 12.2.3 The Contractor must carry out *Optional Works* as instructed by Kahramaa.
 - 12.2.4 For the performance and *Completion* of the Works, Kahramaa shall pay or cause to pay to the Contractor the amounts provided for, at the times and in the manner specified in the *Appendix B*, and in any *Aproved Variation* issued.

Payments Conditions

- 12.3 Kahramaa shall not process any payment due or become due to the Contractor until the *Contract Agreement* is signed by both *Parties* and until the Contractor has fulfilled all the following conditions:
 - 12.3.1 Delivered to Kahramaa a bank guarantee (performance Bond) in accordance with *Article 13*.
 - 12.3.2 Submitted to Kahramaa *Approved Works Execution program* in accordance with *Article 9* and *Appendix D and H*.
 - 12.3.3 Submitted, to Kahramaa *Approval*, an insurance coverage in accordance with *Article 21* and *Appendix C*.
- 12.4 Contractor shall submit to Kahramaa an invoice in duplicate within **thirty (30)** days after the end of such stages as specified in and showing the amount calculated in accordance with *Appendix B*.

Retention Money

- 12.5 The amount of each invoice issued by Contractor prior to the *Actual Completion Date* shall be the net amount after deduction of the retention money of ten percent (10%) from the amount calculated in accordance with *Appendix B*. Contractor shall invoice for such retention money as follows:
 - 12.5.1 Fifty percent (50%) of the retention money (5% of the *Contract Price*) within **thirty (30)** days after clearing all defects listed in the *Defect List* attached to

TOC in accordance with *Article 9* or, at the sole discretion of Kahramaa, a proportional amount for individual *Defects Lists*, in accordance with *Article 9*, should separate *Taking Over Certificates* have been issued for *Milestones* in accordance with *Article 9* and

- 12.5.2 the remaining fifty percent (50%) of the retention money (5% of the *Contract Price*) after issuance of the *Final Completion Certificate* for the *Project* in accordance with *Article 9*, or, at the sole discretion of Kahramaa, a proportional amount, should separate *Final Completion Certificates* have been specified for *Milestones* in accordance with *Article 9*, provided that all Works has been completed, including, but not limited to, delivery of as-built *Drawings*.
- 12.5.3 The Contractor may request an early clearance of retention money against a bank guarantee subject to a discount at the rate set out by Kahramaa and agreed between both parties. *Approval* of such request is at Kahramaa's discretion.

Invoices

- 12.6 The payment under this Contract shall be made on monthly basis according to works progress, *Completion of Milestones* or both, on invoicing.
- 12.7 Unless otherwise specified in the Contract, the Contractor must make invoices based on the value completed and as specified in *Appendix B*. Subject to *Article 12.3*, invoices must be made monthly starting no earlier than the 14th day after the *Effective Date of Contract* and ending with the Final Payment account referred to in *Article 12.20*. Invoices made monthly are to include amounts for work carried out to the end of the previous month.
- 12.8 The Contractor must submit invoices in the format required and approved by Kahramaa's Finance and Sponsoring Departments.
- 12.9 Each invoice shall show separately the individual amounts under each of the headings in *Appendix B*, and shall quote the Contract reference number, title, and Kahramaa *Representative* Reference indicator. Invoices shall be forwarded to the address shown in *Appendix D* and at the same time, a copy of each such invoice shall be forwarded to Kahramaa *Representative* clearly marked 'copy'.
- 12.10 Upon **forty five (45)** days from the date of receipt by Kahramaa's Finance Department of a correctly prepared and adequately supported invoice with fulfillment of any pre condition for such payment or, in event that the **forty five (45)** day falls on a Friday, Saturday or public holiday, on the immediately succeeding working day, Kahramaa shall pay or cause to pay the amount of such invoice to the Contractor nominated bank account in Qatar. Where the amount is invoiced in a foreign currency and *Appendix B* allows for this, the amount paid by Kahramaa shall be in that foreign currency.
- 12.11 Earlier Payments: the contractor may request an early clearance and payment of correctly accepted invoices subject to a discount at the rate set out by Kahramaa and agreed between both parties, *Approval* of such request is at Kahramaa's discretion
- 12.12 If Kahramaa *Disputes* any item on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect or if the pre- conditions (if any) are

not fulfilled in any respect, Kahramaa shall withhold payment and return a copy of the invoice to the Contractor advising the Contractor of the reasons for such conduct and requesting the Contractor to re-submit a correct invoice or to issue a credit note for the unaccepted part or whole of the invoice, as applicable. Alternatively, Kahramaa may, with the written consent of Contractor, correct the invoice. Kahramaa shall be obliged to pay only the undisputed part of a disputed invoice.

- 12.13 If any other *Dispute* connected with the Contract exists between the *Parties*, Kahramaa may withhold from any money which becomes payable to the Contractor either
- 12.13.1 the equivalent of Kahramaa's estimated values of the portion of the Works which is under *Dispute* or any sum which Kahramaa believes was incorrectly paid to Contractor; or
 - 12.13.2 the amount which is the subject of the *Dispute*.
- 12.14 On settlement of any *Dispute*, Contractor shall submit an invoice for sums agreed for payment and Kahramaa shall make the appropriate payment in accordance with the provisions of *Article 12.7* above.
- 12.15 Neither the presentation, nor payment nor non-payment of an individual invoice shall constitute a settlement of a *Dispute*, an accord satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the *Parties* herein.
- 12.16 Payment by Kahramaa is not evidence that Kahramaa accepts the value, quantity or quality of work or that the Contractor has complied with the Contract or that the Contractor has any particular entitlement, and is payment on account only. Payments made by Kahramaa do not affect or prejudice any of Kahramaa's rights, powers, remedies or defences and are subject to review pursuant to the provisions of the Contract.
- 12.17 Kahramaa may deduct or withhold from any money which is due or which may become due to Contractor;
- 12.17.1 any sum which Kahramaa believes was incorrectly paid to Contractor;
 - 12.17.2 any sum, which is due to Kahramaa from Contractor whether or not related to this Contract.
- 12.18 Unless stated otherwise in the Contract, all payments to the Contractor must be made by electronic funds transfer to the Contractor's account specified in *Appendix E* of the *Contract Documents* provided by the Contractor.
- 12.19 Notwithstanding anything to the contrary in this Contract, Kahramaa shall not be liable to pay any interest on any delayed payments.

Payment on Completion and Statement of Final Account

- 12.20 The Contractor must submit an invoice on *Completion* within **ninety (90)** days from the date achieving *Completion* of the Works. The invoice on *Completion* must include any amount due but not invoiced previously, any due retention money, and any resolved disputed amount is then permitted under the Contract and agreed by Kahramaa.

- 12.21 Within **forty five (45)** days of receiving the invoice on completion (or, if the Contractor has not submitted a invoice on *Completion*, within **one hundred twenty (120)** days after achieving *Completion* of the whole of the Works), Kahramaa will give the Contractor a *Completion* payment *Schedule* stating the amount payable by one *Party* to the other *Party*.
- 12.22 Within **thirty (30)** days from the date of the *Final Completion Certificate* of the Project, the Contractor must submit Statement of Final Account Certificate, in the form *Approved* by Kahramaa, in which the Contactor must specify the following:
- 12.22.1 Original Contract Sum.
 - 12.22.2 Variations (Net Adjustment).
 - 12.22.3 Final *Contract Price*.
 - 12.22.4 Previously Paid Sum.
 - 12.22.5 Final Amount Due.
- 12.23 The issue of Statement of Final Account certificate is conclusive evidence that all necessary increases to the *Contract Price* or to any other entitlement of the Contractor have been made.
- 12.24 If *Approved* by Kahramaa, the payment of the Final amount due by Kahramaa, in accordance with *Article 12.17*, shall be deemed as fulfillment of all of its obligations under the Contract and the Contractor shall have no further claim against Kahramaa arising out of this Contract.
- 12.25 The Contractor's *Final Payment* shall not be released unless supported by mandatory clearance certificates from state authorities/departments as specified in *Appendix B*.

Article 13: Security of Works and Bank Guarantee

- 13.1 The Contractor is required to provide security to Kahramaa for the Contractor's performance under the Contract (Performance Bond), in the form of unconditional and irrevocable bank guarantee to be paid on first demand of Kahramaa, provided, or endorsed by a bank operating in Doha-Qatar on the Contractor's behalf.
- 13.2 Forms other than that specified in *Article 13.1* above for the performance security or securities issued in lieu of the required bank guarantee will not be accepted.
- 13.3 Performance Bond or Bonds issued in respect of other Contracts will not be accepted in lieu of the required bank guarantee for this Contract.
- 13.4 Within **fourteen (14)** days from the date of the Contractor's *Letter of Confirmation* to Kahramaa *Letter of Award*, the Contractor shall submit to Kahramaa a bank guarantee (performance Bond) in the form set out in *Appendix D*.
- 13.5 The amount of the bank guarantee shall be **ten percent (10%)** of the *Contract Price* unless otherwise specified in the *Appendix B*. The bank guarantee amount shall be amended to conform to the *Approved Variations*.
- 13.6 The bank guarantee shall be valid for a period of not less than **ninety (90)** days after the scheduled date of issuing the *Final Completion Certificate* of the Project (i.e. **ninety (90)** days after the expected expiration of the *Warranty Period* of the Works or the expiration of the latest *Warranty Period* of *Milestones* (if any)).

- 13.7 When *Completion* of a *Milestone* is achieved, Kahramaa may, in its absolute discretion, agree to a proportionate reduction in the level of security held, based on the proportion of the completed works of the *Milestone*.
- 13.8 The bank guarantee shall remain in force irrespective of any circumstances, which might constitute legal discharge of surety or guarantor and shall not be affected by any change in the constitution of either *Party*.
- 13.9 Kahramaa shall be entitled to demand payment under such bank guarantee at any time the Contractor fails to perform any of its obligations under this Contract. As soon as practicable, following any such demand, Kahramaa shall notify Contractor of the obligation under this Contract which Contractor failed to perform and which formed the basis for such demand.
- 13.10 Should such bank guarantee prove to be unenforceable, at any time and for any reason then Kahramaa shall be entitled to suspend all payments to Contractor until Contractor provide Kahramaa with a new and satisfactory bank guarantee.
- 13.11 Notwithstanding any provision in this Contract to the contrary, Kahramaa shall not be obliged to make any payment to Contractor until Contractor has delivered to Kahramaa such bank guarantee in accordance with all requirements of this *Article 13*.
- 13.12 Should Contractor fail to provide such satisfactory bank guarantee in accordance with this *Article 13*, the Contractor shall be in breach of the Contract and Kahramaa shall have the right at any time, without prior notification and without any liability whatsoever, to liquidate any provisional bank guarantee (Bid Bond) submitted by Contractor, suspend and/or terminate the Contract.
- 13.13 The Contractor must not prevent Kahramaa making any demand against the performance bank guarantee, or prevent the provider of performance bank guarantee complying with the guarantee or any demand by Kahramaa.
- 13.14 The rights and remedies of Kahramaa provided under this *Article 13* are without prejudice to Kahramaa's other rights or remedies under the Contract and at Qatari Law.

Article 14: Change of Works

Variations

- 14.1 Kahramaa have the right to instruct *Variations* in *Writing* at any time before *Completion*, the Contractor must comply with these instructions.
- 14.2 Unless a lower amount is specified in *Appendix B* the aggregate sum of all positive *Variations* shall not exceed 20% of the original *Contract Price* and the aggregate sum of all negative *Variations* shall not exceed 20% of the *Contract Price* specified in the *Contract Agreement*.
- 14.3 Any increase or decrease in the *Contract Price* or any modification to the *Execution Program* resulting from *Variations* shall be evaluated and determined in accordance with the Contract.
- 14.4 Unless Kahramaa considers that urgent or special circumstances exist and instructs the Contractor to proceed, the Contractor must not begin to carry out a *Variation* until:

- 14.4.1 the parties have agreed on its value and its time implications in accordance with *Article 14.6* and *14.7* and the Contractor has received an *Approved Variation*.; or
- 14.4.2 Kahramaa instructs the Contractor in *Writing* to proceed and the *Parties* shall endeavor to resolve the issue by negotiation.
- 14.5 When requested by Kahramaa; the Contractor must advise Kahramaa of its price for the proposed *Variation*, subject to *Article 14.2*, and its effect (if any) on the *Time for Completion*, or on any other matter specified, within the time specified in the request. In advising Kahramaa of its effect on the *Time for Completion*, the Contractor thereby acknowledges its responsibility to take all reasonable steps:
- 14.5.1 to carry out the work concurrently with other work whenever possible; and
- 14.5.2 to otherwise minimise the effects of the *Variation* on the *Contractual Completion Date*, including for any *Milestone*
- 14.6 Contractor's total cost estimate of each change shall be based upon Works unit rates set forth in the *Appendix B*, provided, however, if *Appendix B* does not contain work unit rates which are specifically applicable to such change then, Kahramaa shall compensate Contractor on a basis to be mutually agreed between Kahramaa and Contractor according to *Article 14.7* below. Deletion of individual items shall not entitle Contractor to reimbursement for loss, overheads, and profit or to financial compensation for executing a reduced Works scope.
- 14.7 Cost estimate for *Variation* items that are not contained in *Appendix B* shall be mutually agreed between Kahramaa and Contractor as follows;
- 14.7.1 The rate or price for the new item shall be derived from any relevant rate or prices of similar character or executed under similar conditions as any item in the Contract, or
- 14.7.2 If no rates or prices are relevant for the derivation of the new rate or price it shall be derived from the reasonable cost of executing the work, taking into account all relevant matters.
- 14.8 Kahramaa shall adjust the *Contract Price* to account for the value of the *Approved Variations*.
- 14.9 The Contractor acknowledges that the development of *Design*, including developing the requirements for and detailed scope of the Works, by the Contractor does not constitute a *Variation*.
- 14.10 Regardless of any other provision of the Contract, if the Contractor considers that a *Variation* applies but Kahramaa has not instructed a *Variation*, the Contractor must make its claim for a *Variation* within **fourteen (14)** days from the start of the event giving rise to the *Variation*, or from the time when the event should have become known to the Contractor with reasonable diligence on its part.
- 14.11 *Variations* instructed by Kahramaa must be generally consistent with or of a similar nature to the type of work included in the Works.
- 14.12 The Contractor may propose in *Writing* to Kahramaa a *Variation* for the Contractor's convenience. Kahramaa may *Approve* the *Variation* but is not obliged to do so. Kahramaa's *Approval* may be conditional. Subject to the conditions of Kahramaa's

Approval, the other relevant provisions of *Article 14* apply to any *Variation* proposed by the Contractor and *Approved* as a *Variation* by Kahramaa.

- 14.13 Any adjustment evaluated by Contractor related to a change of Works pursuant to this *Article 14* and issued by Kahramaa as an *Approved Variation* shall be deemed to take into account the full and final effects of such change upon any and all aspects of the Contract and to compensate Contractor fully thereto. Contractor hereby agrees to make no further claim for any other consequences of such change in the Works, whether directly or indirectly resulting there from.
- 14.14 Instructions, decisions, or acts of Kahramaa to achieve compliance in the Contract, to correct errors, omissions, or other failure shall not constitute a *Variation*.
- 14.15 A *Variation* shall not affect the rights and obligations of the *Parties* except as expressly provided in the relevant *Variation*. All provisions of the Contract shall govern all *Variations*.
- 14.16 Should a variation order be issued according to *Articles (14.1 to 14.15)* and/or an extension of *Time for Completion* be *Approved* in accordance with *Articles (14.17 to 14.24)* for any reason whatsoever, the Contractor shall extend and/or amend the performance bond, insurances and all items of similar nature accordingly. The Contractor shall pay all cost resulting from this extensions and/or amendments. No claim for additional payment will be allowed.

Changes to Time and Execution Program

- 14.17 If the Contractor is or will be delayed in reaching *Completion*, the Contractor will be entitled to an extension of *Time for Completion* for the number of days assessed by Kahramaa, if the Contractor satisfies Kahramaa that all the following conditions apply:
- 14.17.1 The cause of the delay was beyond the control of the Contractor (including an act, default or omission of Kahramaa, but not including a *Variation* instructed or agreed by Kahramaa or otherwise determined) and the Contractor has not contributed in any way to the delay.
- 14.17.2 The Contractor has taken all reasonable steps to avoid and minimise the delay and its effects.
- 14.17.3 The Contractor has given to Kahramaa each of the notices required under *Articles 14.10* and *14.18*.
- 14.17.4 The delay occurred to an activity or activities on a critical path of the then current *Execution Program*, and Kahramaa *Approve* such delay.
- 14.18 The Contractor must give Kahramaa notice of the delay, its cause, relevant facts, and its expected impact, as soon as practicable after the delay commenced.
- 14.19 Within **fourteen (14)** days of commencement of the delay, the Contractor must give Kahramaa notice of the extension of time claimed, stating how the Contractor has been or will be delayed in reaching *Completion*, by specific reference to an activity or activities on the then current critical path or paths of the *Execution Program* and other information sufficient for Kahramaa to assess the claim. If the delay continues for more than **fourteen (14)** days, the Contractor must give a further notice every **fourteen (14)** days thereafter, until after the delay ends, if the Contractor wishes to claim a further

extension of time, together with further information of the kind required by this *Article 14.18*.

- 14.20 An extension of time is only given for delays occurring on days on which the Contractor usually carries out work for the Contract.
- 14.21 If more than one event cause delays in reaching *Completion* and the cause of at least one of those events, but not all of them, is a cause of delay which would not entitle the Contractor to an extension of time in accordance Article 14.17, then, to the extent of the concurrency, the Contractor will not be entitled to an extension of time.
- 14.22 Kahramaa may in its absolute discretion for the benefit of Kahramaa extend the *Time for Completion* at any time and for any reason, whether or not the Contractor has *Claimed* an extension of time. The Contractor is not entitled to an extension of *Time for Completion* under this *Article 14* unless Kahramaa exercises its discretion to extend the *Time for Completion*.
- 14.23 This *Article 14* is subject to the provisions of any other *Article* in the Contract which entitles the Contractor to an extension of *Time for Completion*.
- 14.24 An extension of time according to this *Article 14* or any modification or alteration to the *Execution Programs* deliverables of the Contract shall be made only by a *Variation Approved* by Kahramaa.

Article 15: Representatives

- 15.1 Each *Party* has nominated its *Representative* for this Contract. The name and contact address of Kahramaa *Representative* is set forth in *Appendix D* and the name and contact address of Contractor *Representative* is set forth in *Appendix E*. The *Representatives* shall have the duties, rights and obligations outlined as follows:
 - 15.1.1 The *Representative* of a *Party* shall issue all information, instructions, and decisions by that *Party*. All information, instructions, and decisions from the *Representative* of a *Party* shall commit that *Party*.
 - 15.1.2 The *Representative* of a *Party* may delegate in *Writing*, any of its responsibilities to a nominated deputy or deputies. The terms of such delegation shall be subject to prior written notification to the other *Party*. Information, instructions, and decisions from such a nominated deputy shall be as if from the *Representative* of a *Party*.
 - 15.1.3 All information, instructions, and decisions by a *Party* to the other *Party* shall be effective only if such information, instructions, and decisions have been addressed to the receiving *Party's Representative* or nominated deputy as the case may be.
- 15.2 Contractor shall not change Contractor *Representative* without the prior written *Approval* of Kahramaa.
- 15.3 Kahramaa shall have the right to change its *Representative* or its *Representative's* deputies at any time at its sole discretion and shall notify Contractor accordingly.

Article 16: Assignment and Subcontracting

- 16.1 Contractor shall not assign the Contract nor any part of it nor any benefit or interest in or under it without the prior written agreement of Kahramaa, which will only be given in exceptional circumstances and shall; notwithstanding the foregoing, be in the absolute discretion of Kahramaa.
- 16.2 Contractor shall not subcontract the whole of the Works. Contractor shall not subcontract any part of the Works without the prior *Approval* of Kahramaa in *Writing*. Contractor shall ensure that the rights of Kahramaa and the requirements in the Contract regarding Subcontractors are effectively provided for in any Subcontract. In proposing a Subcontractor as provided in *Article 16.3*, Contractor shall ensure that such proposal is not detrimental to the interests of Kahramaa.
- 16.3 Where a Subcontract is provided for in the Contract or where Contractor wishes to enter into a Subcontract, then before Contractor enters into any such Subcontract, Kahramaa shall be given an adequate opportunity for review and *Approval* of the form of the Subcontract, the choice of the Subcontractor, the part of the Works which shall be covered under the Subcontract, any other details Kahramaa shall request or specify.
- 16.4 Contractor shall obtain from all Subcontractors and cause to be extended to Kahramaa the best possible prices, lawful discounts, representations, warranties and guarantees with respect to any services or supplies furnished by such Subcontractors. All representations, warranties, and guarantees shall be subject to *Approval* of Kahramaa and shall be so written as to survive all Kahramaa and Contractor inspections, tests and *Approvals*. Contractor shall be responsible for enforcing the representations, warranties, and guarantees specified herein, at no cost to Kahramaa. If a Subcontractor has undertaken towards Contractor any continuing obligation extending for a period exceeding that of the *Warranty Period* under the Contract, Contractor shall, prior to the end of the *Warranty Period*, notify Kahramaa of the continuing obligation and shall assign to Kahramaa the benefit of that obligation for its remaining duration unless otherwise directed by Kahramaa.
- 16.5 No Subcontract shall bind or purport to bind Kahramaa and each Subcontract shall provide for its immediate termination in the event of termination of all or a relevant part of the Works, or suspension in the event of suspension of all or a relevant part of the Works.
- 16.6 Contractor shall be responsible for all work, acts, omissions, and defaults of any Subcontractor as fully as if they were the work, acts, omissions, or defaults of Contractor.
- 16.7 Contractor shall not be entitled to any remuneration, commission, discounts or any other form of allowance on any Subcontracts unless provided for specifically under the provisions of the Contract except insofar as such allowance has already been identified within the Contract Price.
- 16.8 Subject to the provisions of this *Articles 16*, the Contractor is solely responsible for all Subcontractors and for their acts and omissions, and for the termination of any Subcontract and replacement of any Subcontractor. The Contractor must procure at the time of entering into each Subcontract and other Contracts, the consent in *Writing*

of all of its Subcontractors, suppliers and Consultants to the novation. Kahramaa may at any time make payments and may deduct, withhold or set-off any amounts to be paid under the novated Contracts from amounts otherwise payable to the Contractor or from any guarantees given on the Contractor's behalf.

Article 17: Force Majeure

- 17.1 A delay, partial failure or total failure of performance of either *Party* hereto shall not constitute default, suspension or termination hereunder or serve to give rise to any claim for damages if and to the extent such delay or failure is caused by any force majeure occurrence which demonstrably could not have been reasonably foreseen before the *Effective Date of Contract* and which is demonstrably beyond the reasonable control of the *Party* affected, and could not have been avoided by use of due care, provided that;
- 17.1.1 such occurrence materially and directly impairs the ability of the affected *Party* to perform
 - 17.1.2 the affected *Party* gives **seven (7)** days written notice to the other *Party* of the circumstances constituting the occurrence and of the obligation or performance which is thereby delayed or prevented, and;
 - 17.1.3 such occurrences fall within one or more of the following categories;
 - 17.1.3.1 Expropriation, confiscation, requisitioning or commandeering by or compliance with any oral or written order, directive or request of any governmental authority or person purporting to act therefore or under such authority
 - 17.1.3.2 War (whether declared or not), act of foreign enemy, hostilities, acts of terrorism, rebellion, or public disorder;
 - 17.1.3.3 Ionizing, radiation or contamination by radioactivity;
 - 17.1.3.4 Explosions, fires, floods, earthquakes, or other natural calamities;
 - 17.1.3.5 Maritime disaster.
- 17.2 If within a reasonable time after a force majeure occurrence which caused Contractor to suspend or delay performance of the Works, Contractor has failed to take such action as Contractor could lawfully initiate to remove or relieve either the force majeure occurrence or its direct or indirect effects, Kahramaa may, in its sole discretion and after written notice to Contractor, initiate such measures, including but not limited to, the hiring of third *Parties*, as are designed to remove or relieve such force majeure occurrence or its direct or indirect effects; and Kahramaa may thereafter require Contractor to resume full or partial performance of the Works. Alternatively, Kahramaa, at its sole discretion, may decide to terminate this Contract in accordance with the terms of *Article 19*.
- 17.3 The *Completion Date* of this Contract shall be extended for a period equal to the period of suspension due to the force majeure. However, additional *Time for completion* of the Works may be different from the period of suspension if certain consequences resulting from the force majeure event necessitate such difference.
- 17.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract,

Kahramaa shall have the right to terminate the Contract on the same terms and conditions as provided for in Article 19 of this General Conditions of Contract.

- 17.5 For the purpose of this *Article 17*, Kahramaa may consider the Contractor permanently unable to perform the Works in case of any suspension period of more than ninety (90) days.
- 17.6 Any force majeure delay as defined herein shall be considered an excusable delay, and neither *Party* shall be entitled to compensation, beyond the provisions of this Contract, as a result thereof.

Article 18: Suspension

- 18.1 Kahramaa may instruct the Contractor to suspend progress of the Works, *Milestone* or *Temporary Work*, and the Contractor must comply.
- 18.2 The Contractor must resume carrying out the Works, *Milestone* or *Temporary Works* when instructed to by Kahramaa.
- 18.3 KAHRAMAA will compensate Contractor for additional costs (if any) incurred during the suspension period or any extension of *Time for Completion*, or both, directly attributed to suspension unless such suspension is:
- 18.3.1 due to fault on the part of Contractor, or
 - 18.3.2 necessary for the safety of work, or
 - 18.3.3 necessary for the proper execution of the work, or
 - 18.3.4 reason of weather conditions affecting the work.
- 18.4 Subject to *Article 18.3*, and in case the need for the suspension arises solely from Kahramaa's own act or omission, then the Contractor will be entitled to:
- 18.4.1 any extension of time granted under *Article 14*; and
 - 18.4.2 (as an addition to the *Contract Price*) its reasonable, direct Site and off-Site costs of the suspension, unavoidably incurred, having taken all reasonable steps to minimise the costs.
- 18.5 The Contractor shall not be entitled to recover any cost related to suspension unless it gives notice in *Writing* of its intention to claim to Kahramaa within **fourteen (14)** days from the date of issuance of such suspension Order.
- 18.6 The suspension under *Article 18.4* may continue for a period of up to **ninety (90)** days after the starting date of suspension and during such period Kahramaa, in *Writing*, may request Contractor to resume performance of the Works. If at the end of said **ninety (90) day** period Kahramaa has not required a resumption of the Works, that portion of the Works which has been suspended shall be deemed terminated as of the date of suspension pursuant to the provisions of *Article 19* unless Kahramaa and Contractor have agreed in *Writing* to a further extension of the suspension period.
- 18.7 The Contractor has no remedies other than that presented under this *Article 18* in connection with the suspension.
- 18.8 During the suspension period, Contractor shall be responsible for safeguarding and protecting the Works and the Site.

Article 19: Termination

Termination for Contractor's Default or Insolvency

- 19.1 Kahramaa may terminate the Contractor's employment under the Contract or terminate any part of the Works as set out in this *Article 19 due to Contractor's default or Contractor's Insolvency* or pursuant to the provision of *Article 32 "Conflict of Interest and Business Ethics"*. This includes but not limited to the following cases:
- 19.1.1 The Contractor fails substantially from fulfilling its contractual obligations.
 - 19.1.2 The Contractor does not comply within a reasonable time with the notice given by Kahramaa, whereby the Contractor is requested to remedy every negligence or failure to perform its contractual obligations which seriously affects the proper execution of the Contract within the deadlines prescribed.
 - 19.1.3 The Contractor refuses or neglects to carry out *Variations* issued by Kahramaa in accordance with the provisions of the Contract.
 - 19.1.4 The Contractor assigns the Contract or subcontracts a part thereof or replaces subcontractors without the authorization of Kahramaa.
 - 19.1.5 The Contractor has been guilty of grave professional misconduct.
 - 19.1.6 The Contractor undergoes organisational modifications involving a change of its legal form or of its nature, unless such modification has been recorded in an addendum to the Contract.
 - 19.1.7 It is found that the Contractor employs or is exploiting any person or employee in violation of Qatari Labour Law.
 - 19.1.8 Any other legal disability hindering execution of the Contract.
 - 19.1.9 The Contractor becomes bankrupt, Insolvent, or is being wound up, is having its affairs administered by the Courts, enters into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning similar matters, or is in any analogous situation arising from a similar procedure provided for by the national legislation and/or regulations.
- 19.2 In the case of Contractor's default (*Articles 19.1.1 to 19.1.8*), Kahramaa will first give notice to the Contractor that it has seven (7) days after the notice is given to the Contractor to remedy the Contractor's Default.
- 19.3 If the Contractor fails to give Kahramaa before the expiry of seven (7) days period as in *Article 19.2* a written notice containing clear evidence that it has remedied a Contractor's default, or fails to propose steps reasonably acceptable by Kahramaa to remedy the Contractor's Default, Kahramaa may give the Contractor a notice terminating its employment under the Contract.
- 19.4 In the case of conflict of interest under the provision of *Article 32 "Conflict of Interest and Business Ethics"* Kahramaa may give the Contractor a written notice terminating its employment under the Contract without need for issuance of a notice of default.

- 19.5 In the case of Contractor's Insolvency (*Article 19.1.9*), Kahramaa may give the Contractor a notice terminating its employment under the Contract without need for issuance of a notice of default.
- 19.6 In the event of Kahramaa giving Contractor a written notice of termination of the Contract or all or any part of the Works such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice by Contractor).
- 19.7 If Kahramaa terminates the Contractor's employment for the Contract or all or any part of the Works under this *Articles 19.7*, it may at its sole discretion, employ others to complete the Works and all the following will then apply
- 19.7.1 The Contractor must cease performance of the Works or such part thereof as may be specified in the notice of termination.
 - 19.7.2 The Contractor must leave the Site as soon as reasonably practicable and remove all *Temporary Work* and materials it has brought onto the Site, but must leave any *Temporary Work* and materials required and notified by Kahramaa to have the Works completed.
 - 19.7.3 The Contractor must remove all *Contractor's Personnel, Contractor's Equipment*, and materials, other than that required under *Article 19.7.2*, of Contractor from the immediate area in which the Works is being performed unless otherwise instructed by Kahramaa.
 - 19.7.4 The Contractor must allow Kahramaa or its nominee full right of access to the Site to remove and/or take over the Works or the relevant part of the Works so far completed together with all materials and equipment and, to take over all relevant Contractor's and Subcontractor's materials and equipment, including marine craft.
 - 19.7.5 Within **fourteen (14)** days from the date of termination, the Contractor shall deliver to Kahramaa all originals, copies and reproductions of all *Drawings, Specifications*, requisitions, calculations, program listings, erection plans, *Schedules*, software, *Technical Information* and all other data or documents prepared by Contractor or any of its Subcontractors.
 - 19.7.6 The Contractor must assign to Kahramaa or its nominee the Contractor's rights and benefits in all its Contracts concerning the Works, warranties and unconditional undertakings, bank guarantees, insurance bonds, other security of a similar nature or purpose and retention held by the Contractor, with effect from the date of termination of its employment under the Contract.
 - 19.7.7 The Contractor must consent to a novation to Kahramaa or of all Subcontracts and its other Contracts concerning the Works, as required by Kahramaa.
 - 19.7.8 The Contractor must do everything and sign all documents necessary to give effect to this *Article 19*, and it irrevocably appoints Kahramaa as its attorney to do this in its name if it fails to do so.

- 19.7.9 If, on *Completion*, the cost to Kahramaa of completing the Works exceeds the amount that would have been paid to the Contractor to complete them, taking into account any payments made by Kahramaa to the Contractor, then the difference will be a debt due by the Contractor to Kahramaa.
- 19.7.10 Subject to the provision of *Article 19.7*, Contractor shall be entitled to payment only for that portion of the Works satisfactorily completed in accordance with the Contract. Any overpayment that has been made to Contractor shall be recoverable from Contractor.
- 19.7.11 Kahramaa may make provisional assessments of the amounts payable to Kahramaa under *Article 19.7.10* and may demand them under the guarantees.

Termination for Kahramaa's Convenience

- 19.8 Kahramaa may terminate the Contract, by giving notice with effect from the date stated in the notice, for its convenience and without the need to give reasons.
- 19.9 The Contractor must comply with any instructions of Kahramaa to stop work.
- 19.10 The Contractor must leave the Site by the date stated in the termination notice and remove all *Temporary Works* it has brought onto the Site for constructing the Works, except for those items identified in the termination notice as to be retained on the Site.
- 19.11 After termination under *Article 19.8*, subject to its rights under the Contract, including *Article 12.17*, Kahramaa will pay the Contractor;
- 19.11.1 the value completed for all works carried out as determined under to the date the termination notice takes effect, after taking into account previous payments, and any deductions and or retentions.
- 19.11.2 the cost or a breakdown cost of materials reasonably ordered by the Contractor for the Works which it is legally liable to accept, but only if on payment these unfixed materials become the property of Kahramaa, free of any claim on property.
- 19.11.3 payments shall be limited to the amount calculated in accordance with *Appendix B*.
- 19.11.4 the reasonable, direct costs of removal of the *Temporary Work* and other things from the Site incurred by the Contractor, but only if the Contractor complies with a strict duty to mitigate costs.
- 19.12 Kahramaa will return the bank guarantees, subject to its rights under the Contract.
- 19.13 The payments referred to in *Article 19.11* are full compensation for termination under this *Article 19.8*, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.
- 19.14 The Contractor must, wherever possible, include in all Subcontracts and other Contracts an equivalent provision to this *Article 19*.
- 19.15 The foregoing provisions of this *Article 19* are without prejudice to any other rights of and remedies to Kahramaa under the Contract or the Qatari law.

Termination for Kahramaa's default

- 19.16 If Kahramaa fails to pay the Contractor any amount in accordance with the Contract which is not in *Dispute*, then the Contractor may give notice requiring Kahramaa to remedy the default.
- 19.17 If Kahramaa fails to remedy the default within **ninty (90) days** of receipt of notice the Contractor may issue a notice terminating the Contract and *Articles 19.9 to 19.10* will then apply and Kahramaa will pay the Contractor the applicable amounts referred to in *Article 19.11* as its sole remedy and in full compensation for Kahramaa's breach.
- 19.18 The Contractor has no other right to terminate the Contract.

Article 20: Liabilities and Indemnities

- 20.1 Until and including the *Actual Completion Date* of the whole of the *Works*, *Contractor* shall be liable for and shall indemnify Kahramaa against any loss or damage to:
- a. the *Works* and the *Temporary Works*; and
 - b. the *Site* and anything brought onto the *Site* for the purposes of the *Contract*, from the date *Contractor* is given possession of the *Site* (or the relevant part of the *Site*) arising out of carrying out work for or in connection with the Contract or any issued *variation*.
- 20.2 After the *Actual Completion Date* of the *Works*, *Contractor* shall be liable for and shall indemnify Kahramaa against loss or damage arising directly out of the performance of the Contract or any *Variation*, making good any defects during the *Warranty Period*, and removing *Contractor's Equipment* from the *Site*.
- 20.3 *Contractor* shall indemnify, defend, and hold harmless Kahramaa and its directors, officers and employees against from all claims, damages, costs (including legal costs), expenses, and liabilities in relation to damage to property or personal injury or death arising directly out of from the performance of the *Contract*.
- 20.4 *Contractor* shall be liable for, and shall defend, indemnify and hold Kahramaa harmless from and against, all liabilities, damages, losses, expenses and claims arising out of claims for environmental loss damage or contamination arising directly from the *Design* and/or execution of the *Works* or the *Temporary Works*.
- 20.5 Intellectual property rights *Contractor* shall indemnify, defend and hold harmless Kahramaa its directors, officers and employees from all claims, damages, costs (including legal costs), expenses and liabilities arising from any claim or legal action for unauthorized disclosure or use of any intellectual property rights, trade secrets patent, copyright or trademark infringement arising from *Contractor's* performance under this *Contract* provided that if a claim or legal action for such disclosure, use and/or infringement is asserted against KAHRAMAA; (i) *Contractor* is notified by Kahramaa in *Writing* within a reasonable time of such claim or legal action; and (ii) Kahramaa shall not settle such claim or legal action without first having obtained *Contractor's* consent in *Writing*;
- i. In the event such claim or legal action against Kahramaa, *Contractor* shall, at its election and in the absence of a waiver of this indemnity by Kahramaa,

have sole charge and direction thereof in Kahramaa's behalf so long as *Contractor* diligently prosecutes defense of said suit.

- ii. In the event *Contractor* has charge of a suit brought against Kahramaa by a third party, Kahramaa shall render such assistance as *Contractor* may reasonably require in the defense of such suit and shall have the right to be represented therein by counsel of its own choice and at its own expense.
- iii. In the event Kahramaa is enjoined from *Completion* of the Works or any part thereof, or from the use, operation or enjoyment of the Works or any part thereof as a result of such claim or legal action, *Contractor* shall promptly arrange to have such injunction removed.

20.6 Except to the extent of any liquidated damages provided for in the *Contract*, and the liability under Article 10.7, neither Kahramaa nor *Contractor* shall be liable one to the other for indirect or consequential loss or damage including, but not limited to loss of revenue, profit or anticipated profit howsoever arising and whether or not due in whole or in part to the negligence of either *Party*.

20.7 The Contractor's total liability under or in connection with this contract (other than under sub-Articles (20.3, 20.4, and 20.5 and under Article 24) for losses, claims or damages in aggregate (including damages caused by breach of Contract, tort, gross negligence or statutory duty) shall not exceed the Contract Price. This *Article 20.7* shall not limit liability of the Contractor in any fraud, deliberate default, or reckless misconduct by the Contractor.

Article 21: Insurance

21.1 Before starting any work for or in connection with the Contract, the Contractor must arrange and have in place insurance (irrespective of whether it has then been invoiced by or on behalf of the insurer for the cost of the insurance premiums) for the minimum amounts specified in *Appendix C* and pay all premiums therein.

21.2 The Contractor must obtain the written *Approval* of Kahramaa for all insurers and for the terms and conditions of the policies and shall forward copies of the *Approved* policies to Kahramaa as follows;

21.2.1 the original policy of Contractor's all Risks Insurance.

21.2.2 Copies of all the other policies as detailed in *Appendix C*

21.3 The Contractor must ensure that each policy required to be effected and maintained under the Contract or under Subcontracts is in effect for the *Contract Period*.

21.4 The policies referred to in *Appendix C* must be in the name of the Contractor with Kahramaa as an additional named insured and must cover the Contractor, Kahramaa, Kahramaa's Representatives and all Subcontractors, Suppliers and Consultants employed from time to time for or in relation to the Contract and the Works for their respective rights and interests and cover their liabilities to third parties.

21.5 The policies must include a cross-liability *Article* in which the insurer agrees to waive all rights of subrogation or action against any of the persons covered and for the purpose of which the insurer accepts the term 'insured' as applying to each of the

persons covered as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result).

21.6 The Contractor must:

21.6.1 ensure that in respect of each insurance required to be effected or taken out as required by *Appendix C* by the Contractor or any Subcontractor, Supplier or Consultant, it:

21.6.1.1.1 does not do anything which prejudices any insurance;

21.6.1.1.2 if necessary, rectifies anything which might prejudice any insurance;

21.6.1.1.3 reinstates an insurance policy if it lapses;

21.6.1.1.4 does not cancel, vary or allow an insurance policy to lapse without the prior written consent of Kahramaa;

21.6.1.1.5 immediately notifies Kahramaa of any event which may result in an insurance policy lapsing or being cancelled; and

21.6.1.1.6 gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;

21.6.2 ensure that any insurance required to provide coverage to Subcontractors acknowledges that the same coverage applies to Suppliers and Consultants. Any deficiencies in the coverage or policy limits of such Subcontractor's insurance coverage shall be the responsibility of Contractor;

21.6.3 ensure that any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and

21.6.4 ensure that a notice to the insurer by one insured will be deemed to be notice by all insured parties.

21.6.5 The policies must be effected before *Effective Date of Contract* and must be maintained until the issueance of the *Final Completion Certificate* by Kahramaa.

21.7 Before the Contractor starts any work for or in connection with the Contract and whenever requested in *Writing* by Kahramaa, the Contractor must supply proof that all insurance policies required under the Contract and under Subcontracts and Consultant agreements are current.

21.8 Kahramaa need not make any payment under the Contract to the Contractor unless the Contractor has complied with and continues to comply with *Article 21.7*.

21.9 If the Contractor fails to comply with *Appendix C*, Kahramaa may effect and maintain that insurance and pay the necessary premiums. In such case Kahramaa may recover from any monies due or become due to the Contractor the cost of the premiums and Kahramaa's reasonable costs of effecting and maintaining the insurance.

21.10 The Contractor must, as soon as practicable, inform Kahramaa in *Writing* of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Contract and must ensure that Kahramaa is kept fully informed of subsequent action and developments concerning the claim. The Contractor must take such steps as are necessary or appropriate to ensure that a Subcontractor, Supplier or Consultant (as applicable) will, in respect to an event or claim of a like nature arising out of or relating to the operations or responsibilities of

the Subcontractor, Supplier or Consultant (as applicable), take in relation to Kahramaa similar action to that which the Contractor is required to take under this *Article 21.10*.

21.11 If there is a claim for significant damage or destruction under the Works policy of insurance (as determined by Kahramaa, acting reasonably):

21.11.1 all settlement amounts must be paid by the insurer directly to Kahramaa;

21.11.2 Kahramaa may decide to have the Works reinstated, or may decide not to proceed with the Works, without creating any default by Kahramaa under the Contract; and

21.11.3 the Contractor must reinstate the Works if instructed to by Kahramaa and except as otherwise provided in the Contract may only make a *Claim* for payment for reinstatement of the Works up to the amount of any insurance settlement.

21.12 The requirements for insurance to be effected and maintained do not affect or limit the Contractor's liabilities or other obligations under the Contract.

Article 22: Taxes and Government Charges

22.1 Contractor is deemed to include all taxes of every nature, custom duties, dues, levies, excise duties, fees and charges assessed against it in connection with the Works in its *Contract Price* and agrees to protect, indemnify, and hold Kahramaa harmless from any and all claims or liability for taxes, dues, fees and charges assessed or levied by the Government of the State of Qatar or any foreign government against Contractor.

22.2 Contractor shall give prompt notice to Kahramaa on all matters pertaining to non-payment, payment under protest, or claim for immunity or exemption from any taxes or duties.

22.3 Kahramaa shall have the right to withhold from any payment due to Contractor such amount of money as may be required to be withheld by the Qatari authorities.

Article 23: Confidentiality and Secrecy

23.1 As used herein, the term Confidential Information means this Contract and all information, including *Technical Information*, that Contractor, directly or indirectly, acquires from Kahramaa or from the performance of the Works or any other information concerning the technical and business activities and know-how of Kahramaa except information falling into any of the following categories:

23.1.1 Information, which, prior to the time of disclosure or acquisition hereunder, is in the public domain;

23.1.2 Information which, after disclosure or acquisition hereunder, enters the public domain, except where such entry is the result of Contractor's breach of this Contract;

23.1.3 Information, other than that obtained from third parties, which, prior to disclosure or acquisition hereunder, was already lawfully in Contractor's possession either without limitation on disclosure to others or which subsequently becomes free of such limitation;

- 23.1.4 Information obtained by Contractor from a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship with Kahramaa with respect to said information. Contractor may use and disclose such information in accordance with the terms under which it was provided by such third party.
- 23.2 Confidential Information shall not be deemed to be within the categories specified in *Articles 23.1.1 through 23.1.4* merely because such information is embraced by more general information lawfully in the public domain or in Contractor's possession. In addition, any combination of features shall not be deemed to be within the foregoing categories merely because individual features are in the public domain or in Contractor's possession but only if the combination itself and its principle of operation are lawfully in the public domain or in Contractor's possession.
- 23.3 Contractor represents that it has a policy and procedure *designed* to protect trade secret rights of its own proprietary information including notices to its employees to prevent unauthorized publication and disclosure of such information. Contractor agrees that Confidential Information shall be subject to such policy and procedure. In addition, Contractor agrees that it shall not disclose any confidential information to any third party or use Confidential Information other than on Kahramaa's behalf except as Kahramaa may otherwise authorize in *Writing*. If disclosure to a third party is so authorized, Contractor shall enter into a confidentiality agreement with said party containing the same terms and conditions with respect to use or disclosure of Confidential Information as this *Article 23* contains.
- 23.4 Contractor also agrees to safeguard all documents containing Confidential Information, which Kahramaa may supply to Contractor hereunder, and all other documents containing Confidential Information whether prepared by Contractor or another. Contractor may make copies of such documents only to the extent necessary for the performance of the Works. Contractor shall prevent access to all such documents by third parties. On *Completion* of the Works, Contractor agrees to return to Kahramaa all such documents containing Confidential Information and to destroy all copies thereof. However, should Contractor desire to retain certain documents and should it receive Kahramaa's *Approval in Writing* therefore, Contractor shall continue to treat said documents in accordance with the terms of this *Article 23*.
- 23.5 Contractor also agrees to enter into confidentiality agreements with third parties upon Kahramaa's request and to keep in force confidentiality agreements concerning third parties' proprietary information, which agreements shall permit Contractor to use such parties' proprietary information in the Works.
- 23.6 It is not Kahramaa's desire to be afforded access to confidential information of Contractor, any Subcontractor or any other third party therefore, it is agreed that any information which Contractor supplies or arranges to have supplied to Kahramaa shall not be subject to any obligation of confidence (notices on *Drawings*, proposals, graphs, tables, *Specifications* and the like to the contrary notwithstanding); and Kahramaa shall not be liable for any use or disclosure of such information and Contractor shall release, protect, indemnify, defend and hold Kahramaa harmless against any liability arising from such use or disclosure. Contractor also warrants that it will not disclose to Kahramaa any information that is subject to an obligation of secrecy or confidentiality to any third person(s).

Article 24: Inventions and Licenses

- 24.1 Contractor agrees to disclose promptly to Kahramaa all inventions which it, its personnel, or its Subcontractors may conceive or first reduce to practice wholly or in part based on or derived from Confidential Information as defined in *Article 23* or conceived or first reduced to practice during the course of the Works. All rights, title, and interest in and to such inventions shall belong to Kahramaa or its designee. Contractor agrees to execute or have executed all documents and to perform or have performed all lawful acts which Kahramaa may deem desirable or necessary to perfect its or its *Designee's* title thereto and to obtain and maintain patent coverage thereon throughout the world. Contractor may request Kahramaa to reimburse Contractor for costs and expenses incurred in connection therewith which in Kahramaa's opinion are considered reasonable.
- 24.2 Contractor further agrees to grant and hereby grants to Kahramaa an irrevocable, royalty-free, non-exclusive license, under all patents now or hereafter owned or controlled by Contractor, to the extent necessary for the manufacture, construction, operation, maintenance, repair or alteration of any *Plant*, unit or component designed or specified by Contractor under this Contract.
- 24.3 Contractor shall obtain the same rights and/or licenses with respect to inventions and/or patents as stated in *Articles 24.1* and *24.2* from any Subcontractor used by Contractor pursuant to the Works.

Article 25: Title and Liens

- 25.1 Title to, access to and inspection of, copyright in, the right to possession of and free right of use of all reports *Drawings*, *Specifications*, calculations, computer software (including computer aided *Design* models), other documents or materials and all other things created under or arising out of the Contract shall vest in Kahramaa immediately upon the *Effective Date of Contract* or creation of the *Article* or document or item as applicable.
- 25.2 "Software" shall for the purpose of this *Article 25*, mean the database and all the machine codes, binaries, object codes and/or source codes, whether in a machine or human readable form and all improvements, modifications or updates thereof, flow charts, logic diagrams, passwords and output tapes. Contractor shall upon date of *Taking Over Certificate* provide Kahramaa with a satisfactory, complete, and up to date copy of the software and all other information necessary to ensure that Kahramaa can continue to satisfactorily use the software so provided by Contractor. Kahramaa reserves the right to verify and validate any information contained in the software within the *Warranty Period*. Contractor shall, at Contractor's expense, remedy any defects or inadequacies discovered and notified by Kahramaa to Contractor during the said *Warranty Period* and such defects or inadequacies shall be remedied within **fourteen (14)** days of receipt of such notification.
- 25.3 All equipment, materials, and supplies provided by Contractor or any Subcontractor for incorporation into the *Plant* shall become the property of Kahramaa upon delivery to the Site or payment by Kahramaa whichever is the earlier. The property in any equipment, materials and supplies provided by Contractor or any Subcontractor, which are not in accordance with the Technical *Specifications* and the *Drawings*, and which are rejected by Kahramaa shall re-vest immediately in Contractor or Subcontractor as applicable. All equipment, materials and supplies so provided by Contractor or Subcontractor for which no payment has been made by Kahramaa (other than amounts properly withheld by Kahramaa)

and which are not incorporated into the *Plant* shall continue to be the property of Contractor or the Subcontractor at the *Actual Completion Date* or such earlier date as may be *Approved*.

- 25.4 The *Plant* shall be and remain the sole property of Kahramaa.
- 25.5 Contractor agrees that it will not claim any lien or charge on the Works or any property of Kahramaa in the possession of Contractor or at the Site.
- 25.6 If at any time there shall be evidence of any lien, attachment, charge or claim to which, if established, the property of Kahramaa might be subjected and which is made against Contractor, Kahramaa shall have the right to retain out of any payment to be made under the Contract an amount sufficient to indemnify Kahramaa completely against such lien, attachment, charge or claim. Should there prove to be any lien, attachment, charge or claim upon the property of Kahramaa after all payments hereunder have been made, Contractor agrees to refund to Kahramaa the costs incurred by Kahramaa in discharging any such lien, attachment, charge or claim imposed on the property of Kahramaa in consequence of the default of Contractor. Contractor shall immediately notify Kahramaa of any possible lien, attachment, charge, or claim, which may affect the Works or any part thereof.
- 25.7 Without prejudice to the provisions of this *Article 25*, Contractor shall protect, indemnify, defend, and hold harmless Kahramaa from and against all liens, attachments, charges, or claims by the Subcontractors or persons alleging to be Subcontractors in connection with or arising out of the Contract. Kahramaa shall have the right to withhold the amount of any such lien, attachment, charge or claim from any payment to Contractor under the Contract until removal of such claim by the Subcontractors or persons alleging to be Subcontractors. If such liens, attachments, charges or claims fall inside the scope of the insurance of Contractor, it shall remain the responsibility of Contractor to furnish Kahramaa with satisfactory written certification from the insurer of Contractor that any such lien, attachment, charge or claim is covered by the insurance of Contractor before Kahramaa shall release any money withheld hereunder.

Article 26: Accounting Records and Audit Rights

- 26.1 For any Works performed Contractor and its Subcontractors shall keep accurate accounts and time records showing all costs and charges incurred in accordance with internationally accepted accounting principles and practices. Kahramaa or its authorized *Representatives* or agents shall have the right to examine, during business hours, all books, records, accounts, correspondence, instructions, *Specifications*, plans, *Drawings*, receipts, and memoranda of the Contractor and its Subcontractors. In so far as they are pertinent to this Contract. Such right shall not extend to the audit of the makeup of any fixed rates, prices, or percentage charges. Contractor shall be responsible for ensuring that all of its and its Subcontractors' documentation for such reimbursable costs is preserved and made available at any time for audit, without any additional compensation therefore, up to **three (3)** years from the *Actual Completion Date*. Kahramaa shall have the right to photocopy or otherwise reproduce, at its own cost, any such books, records, accounts, correspondence, instructions, *Specifications*, plans, *Drawings*, receipts, and memoranda of the Contractor and its Subcontractors.
- 26.2 Kahramaa shall have full audit rights for all documentation in case of early termination of this Contract or any substantial portion thereof or where Contractor submits a claim,

demand or proceeding against Kahramaa arising out of or related to Kahramaa's performance of the terms and conditions of this Contract.

- 26.3 If an audit indicates errors or anomalies in Contractor's invoices, Contractor shall make appropriate invoice adjustments or promptly refund overpayments.

Article 27: Severability

- 27.1 The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain such invalid or unenforceable portion or provision.

Article 28: Laws and Regulations

- 28.1 This Contract shall be exclusively governed by and construed and enforced in accordance with the laws of the State of Qatar.
- 28.2 Contractor shall abide by and comply, and secure compliance by its Subcontractors, with all applicable laws, rules, and regulations of any governmental or regulatory body having jurisdiction over the Works.
- 28.3 Contractor shall comply and secure compliance by its Subcontractors with all Kahramaa regulations, policies, and procedures related to the Works, which include, but not limited to, safety, security, health, and environment.
- 28.4 Contractor shall ensure that *Contractor's Personnel* and Subcontractors employees are fully aware of, conversant with, and shall follow the "Contractor's Safety Rules and Regulations" and "The Permit to work System - A guide for users" and any amendments thereto as issued by Kahramaa and copies of which will be made available to Contractor on request. Contractor shall ensure that *Contractor's Personnel* attend any safety training provided or required by Kahramaa.
- 28.5 Contractor shall strictly comply and shall cause its personnel to strictly comply with all rules, guidelines, regulations, procedures, programs, and policies of Kahramaa as set forth in "**The Qatar General Electricity and Water Health, Safety & Environmental Conservation Policy**" and "Kahramaa Environmental Standard" as may be amended from time to time. Compliance with such guidelines and standards, copies of which are available to Contractor on request, shall be considered as a minimum requirement and Contractor shall establish additional precautions as circumstances may require.
- 28.6 Contractor shall nominate one of *Contractor's Personnel* to be responsible for all safety, hygiene, health and environment related matters during the performance of the Works and up to and including the *Actual Completion Date* and shall advise Kahramaa of Contractor nominee.
- 28.7 Contractor shall obtain all licenses, permits, temporary permits, and authorizations required by any applicable laws, rules, and regulations for the performance of the Works.
- 28.8 All costs for compliance with all applicable laws, rules and regulations and obtaining authorities, *Approvals*, licenses, and permits for performance of the Works shall be for the account of Contractor.

28.9 All operations necessary for the performance of the Contract shall be carried on, so far as compliance with the requirements of the Contract permits, so as not to interfere unnecessarily or improperly with the convenience of the public or the access to, use and occupation of places or properties whether in the possession of Kahramaa Contractor, Subcontractors or any other person. Contractor hereby indemnifies Kahramaa against all claims demands, proceedings, damages, costs, charges, and expenses whatever arising in relation to any of the aforesaid matters in so far as Contractor is responsible for such interference.

Article 29: Settlement of Disputes

29.1 Kahramaa and Contractor shall in good faith and using all reasonable effort in the spirit of cooperation take all steps as may be necessary or desirable to settle amicably any and all Dispute through negotiation and other constructive discussion.

29.2 If a Party considers that a Dispute exists it shall issue in Writing the other Party of the Dispute Notice. Neither Party shall have the right to raise a Dispute Notice if:

29.2.1 **ninety (90)** days have elapsed after the date of discovery of the event giving rise to the *Dispute*; or

29.2.2 the event giving rise to the *Dispute* took place after the expiry of the relevant *Warranty Period*, except in the event of *Latent Defects*.

29.3 If after **ninety (90)** days from the date of raising a *Dispute Notice*, any *Party* considers that, despite the good faith efforts of the *Parties*, the *Dispute* is not capable of being settled, then the following provisions shall apply.

29.4 If the *Dispute* involves in whole or in part (i) a technical engineering issue, then the *Parties* will in good faith attempt to appoint a suitably experienced and qualified independent engineering firm reasonably satisfactory to both of them, or (ii) a financial issue, then the *Parties* will in good faith attempt to appoint an independent financial advisor reasonably satisfactory to both of them or (iii) an insurance issue, then the *Parties* will in good faith attempt to appoint an independent insurance broker or advisor reasonably satisfactory to both of them, in each case to act as an expert in relation to such *Dispute* and to render a final and binding determination in respect thereof (save in the event of any manifest error). The *Parties* shall each ensure that any expert appointed hereunder shall agree to be bound by the provisions of this Article 29.4. The *Parties* shall share the cost of the expert.

29.5 Arbitration.

29.5.1 If the Dispute involves any type of issue not otherwise addressed in Article 29.4, or if the Parties are unable within thirty (30) days to agree upon an acceptable expert pursuant to Article 29.4, either Party may commence arbitration thirty (30) days after giving notice to the other. Nothing herein shall prevent a Party from commencing arbitration at any time (i) when the delay required for performance hereunder might materially and adversely affect such Party's interest, or (ii) when the other Party fails to fulfill its obligations under this Article 29.

29.5.2 The arbitration shall be conducted in accordance with the Arbitration Rules of the International Chamber of Commerce, or as otherwise agreed upon by the Parties (the

"Rules"), which Rules are incorporated by reference to the extent that these are not inconsistent with the terms of this Contract.

- 29.5.3 The arbitration tribunal shall consist of one (1) arbitrator who shall be appointed by agreement of the Parties or, failing agreement within 30 days of the service of the notice pursuant to Article 29.5.1, the arbitrator shall be appointed pursuant to the procedures of the International Chamber of Commerce, or as otherwise agreed to by the Parties.
- 29.5.4 In the event that the Rules require the International Chamber of Commerce to appoint an arbitrator, it shall appoint only a person with experience in the implementation and interpretation of contracts relating to the design, engineering, construction, operation and maintenance of electrical and/or potable water transmission and distribution facilities (and if the Dispute concerns a technical issue, a person who has knowledge and experience in technical matters). No arbitrator shall be a present or former employee or agent of, or consultant or counsel to, either Party or any affiliate thereof or any Governmental Authority.
- 29.5.5 The arbitration shall be conducted in Doha. The language of arbitration shall be English. All documents or evidence presented at such arbitration in a language other than English (by agreement) shall be accompanied by a certified English translation. The arbitrator shall state in writing the reasons for his/her decision. Any monetary award of the arbitration tribunal shall be denominated and payable in Qatari Riyals.
- 29.5.6 The Parties hereby waive any rights to appeal or to review of such award by any court or tribunal.
- 29.5.7 The Parties further undertake to carry out without delay the provisions of any arbitration award or decision, and each agrees that any such award or decision may be enforced by any court or tribunal having jurisdiction.
- 29.5.8 The costs of such arbitration shall be determined and allocated between the Parties by the arbitration tribunal in its award.
- 29.6 Unless otherwise agreed in writing, the Parties shall continue to perform their respective obligations under this Contract during the period of any proceeding by the Parties in accordance with this *Article 29*. Without limiting the foregoing, Contractor shall not at any time suspend performance of the Works or any of its obligations under the Contract pending resolution or settlement of a Dispute and shall proceed with all due diligence with the Works and all its other obligations in full compliance with the Contract.
- 29.7. Neither Party shall have the right to commence or maintain any legal proceedings concerning a Dispute relating to this Contract until the Dispute has been resolved in accordance with this Article 29 and then only to enforce or execute the award under such procedure.
- 29.8 Notwithstanding the provisions of Articles 29.1, 29.2 and 29.3 above, Kahramaa will solely decide on all matters which are specifically reserved in this Contract for decision by Kahramaa.

Article 30: Survival of Provisions

30.1 In order that the *Parties* hereto may fully exercise their rights and perform their obligations hereunder arising from the performances of the Works under this Contract, such provisions of this Contract which are of a continuing nature or which are required to ensure such exercise or performance shall survive the '*Completion* or termination of this Contract for any cause whatsoever.

Article 31: Public Relations

31.1 Contractor agrees that all public relations matters arising out of or in connection with the Works shall be the sole responsibility of Kahramaa. Therefore, Contractor shall obtain Kahramaa's prior written *Approval* of the text of any announcement, publication or other type of communication concerning the Works, which Contractor or its Subcontractors wish to release for publication. Contractor shall not use Kahramaa's name in any publication without the prior written *Approval* of Kahramaa.

Article 32: Conflict of Interest and Business Ethics

32.1 The term "*Conflict of Interest*" as used herein means any potential or actual circumstance where,

32.1.1 Contractor engages in duplication or overlap of services or Works, and/ or

32.1.2 Contractor and/or *Contractor's Personnel*:

- a) improperly participate or influence any Kahramaa decision, and / or
- b) actively or passively attempt to improperly influence any Kahramaa decision, and/or
- c) improperly gain, while executing the Works, access to Kahramaa's confidential information which is either unrelated to the Contract or which does not constitute Confidential Information under the Contract and/or,
- d) improperly further Contractor's or Contractor Personnel's interests or the interests of Contractor's parent company, affiliates, sister companies, joint ventures or any other company or entity which Contractor or *Contractor's Personnel* have any interest there in, and/or

32.2 Contractor represents and warrants that its entering into the Contract or its performance there under does not create nor will create any conflict of interests as to any relationship, contractual, fiduciary, or otherwise, which Contractor may have with Kahramaa or any third party.

32.3 Contractor represents and warrants that neither it nor *Contractor's Personnel* has entered into any conflict of interest.

32.4 Contractor further represents, warrants, and shall ensure that neither it nor *Contractor's Personnel* shall enter into any conflict of interest throughout the duration of the Contract.

32.5 If any conflict of interest arises any time, Contractor shall so notify Kahramaa immediately.

32.6 Contractor shall agree that *Contractor's Personnel* supplies to Kahramaa under the Works shall be subject to Kahramaa Regulations related to code of ethics and conflict of interest.

32.7 Contractor warrants that neither it nor any *Contractor's Personnel* (i) has paid or shall pay any commission, fee, rebate of more than nominal value to or for the benefit of any employee or officer of Kahramaa, (ii) has favored or shall favor employees or officers of

Kahramaa with gifts or entertainment of significant value, or (iii) shall enter into any business arrangement with any employee or officer of Kahramaa in their individual or any other capacity except as formally delegated to them by Kahramaa or (iv) has falsified any record or made any false declaration so as to obtain extra payment or to avoid any obligation under the Contract.

- 32.8 Upon occurrence of any conflict of interest or any other default of Contractor under the provisions of this *Article 32*, Kahramaa, at its sole discretion, shall determine and take appropriate action necessary in accordance with the rights and remedies available under the Contract and the Qatari law.

Article 33: Notices and Communications

- 33.1 All notices and other communications to be given under the Contract shall be in *Writing* and shall be deemed to be effectively given:
- (i) on receipt if personally delivered, or
 - (ii) on receipt if sent by prepaid registered mail with return receipt requested, or
 - (iii) on receipt if transmitted by facsimile
- 33.2 If facsimile transmittal takes place after normal business hours, notice shall be deemed given on the opening of business on the following business day to the other *Party* at its address set out in *Appendix D* or *Appendix E* (or such other address as has been properly notified to the other *Party* with **seven (7)** days prior notice).
- 33.3 Notwithstanding the provisions of *Article 33.1*, routine communication transmitted by facsimile will not require a confirmation copy sent by mail.

APPENDIXES TO GENERAL CONDITIONS OF CONTRACT

Appendix-A	Scope of Work & Specifications
Appendix-B	Schedule of Prices
Appendix- C	Insurance
Appendix- D	Administration Instructions
Appendix-E	Contractor's Resources
Appendix- F	Drawings
Appendix-G	Materials Provided by Kahramaa
Appendix-H	Contractor's Execution Plan
Appendix- I	Materials Provided by Contractor
Appendix- J	General Safety Requirements
Appendix- K	Departure from or Qualification to the Specifications