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ROYAL IRRIGATION DEPARTMENT
MINISTRY OF AGRICULTURE AND COOPERATIVE
GOVERNMENT OF THE KINGDOM OF THAILAND

DOK KRAI-MAB TA PUD WATER PIPELINE PROJECT IN THE EAST COAST AREA

CONDITIONS OF CONTRACT

AUGUST 1982

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PART I - GENERAL CONDITIONS

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DEFINITIONS AND INTERPRETATION

1. (1) In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

Employer — (a) "Employer" means the party named in Part II who will employ the Contractor and the legal successors in title to the Employer, but not, except with the consent of the Contractor, any assignee of the Employer.

Contractor — (b) "Contractor" means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor's personal representatives, successors and permitted assigns.

Site Manager — (c) "Site Manager" means the authorized representative of the Contractor whose duties set forth in sub-clause(2) of Clause 18 hereof.

Engineer — (d) "Engineer" means the Engineer designated as such in Part II, or other the Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract in place of the Engineer so designated.

Engineer's Representative — (e) "Engineer's Representative" means any resident engineer or assistant of the Engineer, or any clerk of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 5 hereof, whose authority shall be notified in writing to the Contractor by the Engineer.

Works — (f) "Works" shall include both Permanent Works and Temporary Works.

Contract — (g) "Contract" means the Conditions of Contract, Specification, Drawings, priced Bill of Quantities, Schedule of Rates and Prices, if any, Tender, Letter of Acceptance and the Contract Agreement, if completed.

Contract Price	h)	"Contract Price" means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
Constructional Plant	(i)	"Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Permanent Works.
Temporary Works	(j)	"Temporary Works" means all temporary works of every kind required in or about the execution or maintenance of the Works.
Permanent Works	(k)	"Permanent Works" means the permanent works to be executed and maintained in accordance with the Contract.
Specifications	(l)	"Specification" means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer.
Drawings	(m)	"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
Site	(n)	"Site" means the land and other places on, under, in or through which the Permanent Works or Temporary Works designed by the Engineer are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.
Country	(o)	"Country" means the country where the Works are to be executed. The country or countries where manufacture or fabricate part of installation or plant of any kind or materials which are imported for the Works is or are not included in this meaning.
Approved	(p)	"Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.

Excepted Risks

(q) "Excepted Risks" means the risk which is not foreseeable by an experienced Contractor and as defined in sub-clause(8) of Clause 63 hereof.

Singular & Plural

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

Headings & Marginal

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

Cost

(4) The word "cost" shall be deemed to include overhead costs whether on or off the Site.

CONTRACT DOCUMENTS

Language of Contract

2. (1) The language or languages in which the Contract Documents shall be drawn up or be applied for official correspondence in connection with the Contract is as stated in the Contract Agreement or elsewhere in the Contract.

Laws governing Contract

(2) The laws which shall govern the Contract are that of prevailing in the Country on the date thirty days prior to the latest date for the submission of Tenders. Subsequent legislation after the said date is subject to such adjustment as provided in Clause 70.

Documents to be mutually explanatory

(3) Except if and to the extent otherwise provided by the Contract, the provisions of the Conditions of Contract Parts I and II shall prevail over those of any other document forming part of the Contract. Subject to the foregoing, the several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon. Provided always that if, in the opinion of the Engineer, compliance with any such instructions shall involve the Contractor in any cost, which by reason of any such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Engineer shall certify and the Employer shall pay such additional sum as may be reasonable to cover such costs.

Custody of Drawings

3. (1) The Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract the Contractor shall

return to the Engineer all Drawings provided under the Contract.

One Copy of Drawings Kept at Site

(2) One copy of the Drawings, furnished to the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorised by the Engineer in writing.

Contractor's Notice to Request Further Drawings, etc.

(3) The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

Damage of Contractor due to Delay of Drawings, etc.

(4) If, by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order requested by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay and/or incurs costs then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 45 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

Engineer's Right to Supply Further Drawings, etc.

4. The Engineer shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same.

ENGINEER AND ENGINEER'S REPRESENTATIVE

Engineer's Right in General

5. (1) The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract. In the event of the Engineer being required in terms of his appointment by the Employer to obtain the specific approval of the Employer for the execution of any part of these duties, this shall be set out in Part II of these Conditions.

Responsibility of Engineer's Representative

(2) The Engineer's Representative shall be responsible to the Engineer and his duties are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his

duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works.

Written Delegation to Engineer's Representative

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

-Engineer's Right to Disapprove

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

-Reference to Engineer by Contractor

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

CONTRACTOR'S UNDERSTANDINGS AND OBLIGATIONS

Availability of Data at Tender

6. The Employer shall have made available to the Contractor with the Tender documents such data on hydrological and sub-surface conditions as shall have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works and the Tender shall be deemed to have been based on such data but the Contractor shall be responsible for his own interpretation thereof.

Inspection of Site before submitting Tender

The Contractor shall also be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks,

contingencies and all other circumstances which may influence or affect his Tender.

Correctness of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices, if any, which Tender rates and prices shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works.

Unforeseeable Conditions or Artificial Obstructions

If, however, during the execution of the Works the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions, which conditions or obstructions could, in his opinion, not have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the Engineer's Representative and if, in the opinion of the Engineer, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, then the Engineer shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost,

(a) of complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and,

(b) of any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer,

as a result of such conditions or obstructions being encountered.

Preparation of Contract Agreement

8. The Contractor shall when called upon so to do enter into and execute a Contract Agreement, to be prepared and completed at the cost of the Employer, in the form annexed with such modification as may be necessary.

Performance Bond

9. If, for the due performance of the Contract, the Tender shall contain an undertaking by the Contractor to obtain, when required, a bond or guarantee of an insurance company or bank, or other approved sureties to be jointly and severally bound with the Contractor to the Employer, in a sum not exceeding that stated in the Letter of Acceptance for such bond or guarantee, the said insurance company or bank or sureties and the terms of the said bond or guarantee shall be such as shall be approved by the Employer. The obtaining of

such bond or guarantee or the provision of such sureties and the cost of the bond or guarantee to be so entered into shall be at the expense in all respects of the Contractor, unless the Contract otherwise provides.

Assign of Contract

10. The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by a charge in favour of the Contractor's bankers of any monies due or to become due under this Contract, without the prior written consent of the Employer.

Sub-letting of Works

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

Contractor to execute and Maintain Works

12. (1) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

Contractor not Responsible to Design

(2) The Contractor shall take full responsibility for the adequacy stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Engineer.

Works to be Engineer's Satisfaction

13. Save insofar as it is legally or physically impossible, the Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions and directions only from the Engineer or, subject to the limitations referred to in Clause 5 hereof, from the Engineer's Representative.

Setting-out

14. The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instrument, appliances and labour in connection therewith.

Error at Setting-out

If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer or the Engineer's Representative, shall, at his own cost, rectify such error to the satisfaction of the Engineer or the Engineer's Representative, unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's Representative, in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting-out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

Borehole or Explanatory Excavation

15. If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 56 hereof, unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

Access to Site and Accommodation

16. The Contractor shall bear all costs and charges for and special or temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purposes of the Works.

Lights and Other Safety Measures

17. The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or the Engineer's Representative, or by any duly constituted authority, for the protection of the Works, or for the safety and convenience of the public or others.

Superintendence by Contractor

18. (1) The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract.

Site Manager

(2) Within fourteen days after the date of commencement of the Works, the Contractor shall dispatch his Site Manager whose qualification shall be approved in writing by the Engineer, which approval may at any time be withdrawn by the Engineer's judgment, and the Site Manager is to be constantly on the Works and shall give his whole time to the superintendence of the same. The Site Manager shall receive, on behalf of the Contractor, directions and instructions from the Engineer or, subject to the limitations of Clause 5 hereof, the Engineer's Representative.

Removal of Site Manager

(3) In case of withdrawal of the approval of the Site Manager by the Engineer, the Contractor shall, as soon as is practicable but not later than sixty days after receiving written notice of such withdrawal, remove the Site Manager from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Engineer.

Contractor's Employee

19. (1) The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works.

-Technical Assistant for Supervision

(a) only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

-Labour for Execution, etc.

(b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

Engineer's Right to Remove Contractor's Employee

(2) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or maintenance of the Works who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

Employment of National of Country

Employment of Alien

20. (1) The Contractor shall employ the national of the Country as far as practicable except where otherwise provided by the Contract or proposed in his Tender as substantial condition. In case the employment of alien, the Contractor shall obtain, in his own initiative, the permit required under the relative regulation.

Observation of Labour Law, etc.

(2) The Contractor shall observe the provisions of Labour Law and other relative regulations in connection with the minimum wage, sanitary arrangement in workshop, labour union, etc.

Arrangement for Transport, Housing, etc.

(3) Except insofar as it is otherwise provided in the Contract, the Contractor shall make his own arrangements for the transport, housing, feeding and payment thereof for his own employees during the period of Contract.

Supply of Water

(4) The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

Alcoholic Liquor or Drugs

(5) The Contractor shall not, otherwise than in accordance with the Statues, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

Arm or Ammunition

(6) The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

Festival and other Customs

(7) The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

Event of Epidemic

(8) In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Prevent of Disorder at Site and Neighborhood

(9) The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

Observance by Sub-Contractors

(10) The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

Use of Materials Available in Country

21. (1) The Contractor shall, except where otherwise provided by the Contract or proposed in his Tender, use the materials which are available or produced or fabricated in

the Country as far as practicable, at the execution of the Works.

Materials Subject to Test

(2) All materials shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at such other places as may be specified in the Contract or instructed by the Engineer, or at all or any of such places.

Preparation of Sample, etc. for Test

(3) The Contractor shall make, prepare and supply all such sample of materials as requested by the Engineer, and provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing in such quantity and quality as instructed by the Engineer.

Cost of Sample

(4) All samples shall be supplied at the Contractor's own cost if the supply thereof is clearly intended by or provided for in the Contract, or the quality of materials proposed or supplied by the Contractor is, in the opinion of the Engineer, not in accordance with the provision of the Contract, but if not or proven vice-versa, then at the cost of the Employer.

Cost of Test

(5) The cost of making any test on the materials proposed or supplied by the Contractor shall be borne by him if such test is clearly intended by or provided for in the Contract and particularized in the Contract in sufficient detail to enable the Contractor to price or allow for such cost in his Tender, or proven the disgrace of the Contractor of choice of such materials, but if not or proven vice-versa, then at the cost of the Employer.

Storage of Materials

(6) The Contractor shall provide store or depot at the Site for storaging the materials by his own initiative and by such manner as ensuring the safety of such materials from any damage.

Removal of Improper Materials

(7) The Engineer shall have right to order in writing from time to time the removal from the Site, within such time or times as may be specified in the order, of any materials which, in the opinion of the Engineer as result of tests therefor, are not in accordance with the Contract, and the Contractor shall substitute such improper materials by proper and suitable materials without causing any cost or claim of any kind to the Employer.

Construction Plant, etc. to be provided by Contractor

22. (1) All Construction Plant and Temporary Works shall be provided by the Contractor's own initiative except as may be expressly provided in the Contract. The Contractor shall

submit all details of his Construction Plant and Temporary Works prior to bring on to the Site or to execute at the Site for the Engineer's approval, but such approval shall not relieve the Contractor from his responsibility.

Reinforcement of Construction Plant, etc.

(2) The Engineer shall, prior to commencement of the Works during the progress of the Works, have power to order in writing for substitution or reinforce, in number or capacity or type, or re-design such Construction Plant or Temporary Works which, in the opinion of the Engineer, are not sufficient or suitable for the execution of Works.

Right to access to Works

23. (1) The Engineer and any person authorized by him shall at all times have access to the Works and to all workshops and places where Work is being prepared or from where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

Test on Workmanship

(2) The Engineer shall during the progress of the Works have power to order tests of any kind as intended by or provided for in the Contract or instructed for ensuring the Workmanship of the Contractor. The samples of such tests and such assistance, instruments, machines, labour and materials for testing shall be made or prepared or provided by the Contractor, and the test shall be done in such place and in such manner as instructed by the Engineer. All costs for sampling and testing shall be borne by the Contractor if the test shows the Workmanship not to be in accordance with provisions of the Contract or the Engineer's instructions, but otherwise by the Employer.

Removal of Improper Works

(3) The Contractor shall demolish or remove the part or whole of any Work, notwithstanding any previous tests on the materials incorporated in the work or on the workmanship thereof or interim payment therefor, which is not, in the opinion of the Engineer, in accordance with the Contract within such period as may be stated in the Engineer's instruction.

Not cover up Works prior to Inspection

(4) No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.

Notice for Readiness of Foundation, etc.

The Contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the

Engineer's Representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

Uncovering Works for Engineer's Examination

(5) The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer.

Cost of Uncovering

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause (4) of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all costs shall be borne by the Contractor.

Cost of Sample & Test paid by Employer

24. In case of default on the part of the Contractor in carrying out such order as stated in Clauses 21 and 23 hereof, the Employer 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 the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor.

Report on Man-power, etc.

25. The Contractor shall deliver to the Engineer's Representative a return in detail showing the engagement of his supervisory staff, numbers of the several classes of labour from time to time employed by him on the Site, quantity of materials brought on to the Site and remained at the Site on the date of reporting, and such information respecting Construction Plant in the interval of monthly or otherwise instructed by the Engineer's Representative.

Exlusive Use of Construction Plant, etc.

26. (1) All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent, in writing, of the Engineer, which shall not be unreasonably withheld.

Removal of Construction Plant, etc. at Completion

(2) Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

Employer not liable to Damage

(3) The Employer shall not at any time be liable for the loss or damage to any of the said Constructional Plant, Temporary Works, or materials.

Employer's Assistance for Re-export of Construction Plant

(4) In respect of any Constructional Plant which the Contractor shall have imported for the purposes of the Works, the Employer will assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such Constructional Plant by the Contractor upon the removal thereof as aforesaid.

Employer's Assistance for Custom clearance

(5) The Employer will assist the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works. But such assistance is not deemed as the Employer's obligation to the Contractor, and any delay therefrom shall not cause any claim from the Contractor.

Patent Right, etc.

27. The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Constructional Plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Payment of Royality, etc.

Except where otherwise specified, the Contractor shall pay all tonnage and other royalities, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.

ot interfere Public onvenience

28. All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.

event Damage to ghway, etc.

29. (1) The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use

vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

Notice on Extra-ordinary Traffic

(2) Should it be found necessary for the Contractor to move one or more loads of Constructional Plant, machinery or pre-constructed units or parts of units of work over part of a highway or bridge, the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such highway or bridge give notice to the Engineer or Engineer's Representative of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge.

Counter-Notice by Engineer

Unless within fourteen days of the receipt of such notice the Engineer shall by counter-notice direct that such protection or strengthening is unnecessary, then the Contractor will carry out such proposals or any modification thereof that the Engineer shall require and, unless there is an item or are items in the Bill of Quantities for pricing by the Contractor of the necessary works for the protection or strengthening aforesaid, the costs thereof shall be paid by the Employer to the Contractor.

Claim on Damage to Highway, etc.

(3) If during the execution of the Works or at any time thereafter the Contractor shall receive any claim arising out of the execution of the Works in respect of damage or injury to highways or bridges he shall immediately report the same to the Engineer and thereafter the Employer shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided always that if and so far as any such claims or part thereof shall in the opinion of the Engineer be due to any failure on the part of the Contractor to observe and perform his obligations under sub-clauses (1) and (2) of this Clause, then the amount certified by the Engineer to be due to such failure shall be paid by the Contractor to the Employer.

Water-borne Transport

(4) Where the nature of the Works is such as to require the use by the Contractor of water-borne transport the foregoing provisions of this Clause shall be construed as though "highway" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

Care of Works

30. From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works pursuant to Clause 65 hereof the Contractor shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a Certificate of Completion in respect of any part of the Permanent Works the Contractor shall cease to be liable for the care of that part of the Permanent Works from the date stated in the Certificate of Completion in respect of that part and the responsibility for the care of that part shall pass to the Employer.

Care of outstanding Works

Provided further that the Contractor shall take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Period of Maintenance until such outstanding work is completed.

Repair of Damaged Works

In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the Excepted Risks, while the Contractor shall be responsible for the care thereof the Contractor shall, at his own cost, repair and make good the same, so that at completion the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions.

Damage to Works for Excepted Risks

In the event of any such damage, loss or injury happening from any of the Excepted Risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provisions of Clause 63 hereof, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or complying with his obligations under Clauses 67 or 68 hereof.

Insurance against Damage to Works

31. Without limiting his obligations and responsibilities under Clause 30 hereof, the Contractor shall insure in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the Excepted Risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clause 30 hereof and are also covered during the Period of Maintenance for loss or damage arising from a cause, occurring prior to the commencement of the Period of Maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 67 and 68 hereof:-

-to Value of Works

(a) The Works for the time being executed to the

estimated current contract value thereof, together with the materials for incorporation in the Works at their replacement value.

-to Construction Plant, etc.

(b) The Constructional Plant and other things brought on to the Site by the Contractor to the replacement value of such Constructional Plant and other things.

Type of Insurance subject to Approval

Such insurance shall be effected with an insurer and in terms as may be specified in Part II in Clause 31, or approved by the Employer, which approval shall not be reasonably withheld, and the Contractor shall, whenever required, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

Indemnify Employer from claim, etc. due to Damage, etc.

32. (1) The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:-

-except Land

(a) The permanent use or occupation of land by the Works or any part thereof.

-except Right of Employer

(b) The right of the Employer to execute the Works or any part thereof on, over, under, in or through any land.

-except Unavoidable Result

(c) Injuries or damage to persons or property which are the unavoidable result of the execution or maintenance of the Works in accordance with the Contract.

-except Act of Employer

(d) Injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the damage or injury.

Indemnify Contractor against claims, etc.

(2) The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this Clause.

Insurance for Third Party, etc.

33. (1) Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities under Clause 32 hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer, or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying out of the Contract, otherwise than due to the matters referred to in the proviso to Clause 32 (1) hereof.

Insurance subject to Approval

(2) Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount stated in the Appendix to the Tender. The Contractor shall, whenever required, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

Provision to indemnify Employer against claims, etc.

(3) The terms shall include a provision whereby, in the event of any claim in respect of which against the Employer, the insurer will indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

Accident or Injury to Workman

34. (1) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents, or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

nsurance for Contractor's Employee

(2) The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against

the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer or the Engineer's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

Premium paid by Employer

35. If the Contractor shall fail to effect and keep in force the insurances referred to in Clauses 31, 33 and 34 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

Payment of Fees due to Statute, etc.

36. (1) The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

Indemnify Employer against Penalty, etc. due to Breach of Statute, etc.

(2) The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as due aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

Repayment of Fees

(3) The Employer will repay to the Contractor all such sums as the Engineer shall certify to have been properly payable and paid by the Contractor in respect of such fees, except insofar as it is otherwise provided in the Contract.

Opportunity to other Contractors

37. The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

Payment to Reasonable Sum

If, however, the Contractor shall, on the written request of the Engineer or the Engineer's Representative, make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the Site, or provide any other service of whatsoever nature for any such, the Employer shall pay to the Contractor in respect of such use or service such sum or sums as shall, in the opinion of the Engineer, be reasonable.

Fossils, etc. discovered on Site

38. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint the Engineer's Representative of such discovery and carry out, at the expense of the Employer, the Engineer's Representative's orders as to the disposal of the same.

Keep Site Clean

39. (1) During the progress of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

Make Site to be clean at Completion

(2) On the completion of the Works the Contractor shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

NOMINATED SUB-CONTRACTORS

Definition of Nominated Sub-Contractors

40. (1) All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials or services for which Provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to sub-let any work shall, in the execution of such work or the supply of such goods, materials or services, be deemed to be sub-contractors employed by the Contractor and are referred to in this Contract as "nominated Sub-Contractors".

Employment of Nominated Sub-Contractors

(2) The Contractor shall not be required by the Employer or the Engineer or be deemed to be under any obligation to employ any nominated Sub-Contractor against whom the Contractor may raise reasonable objection, or who shall decline to enter into a sub-contract with the Contractor containing provisions:-

-Indemnify Contractor from claim, etc.

(a) that in respect of the work, goods, materials or services the subject of the sub-contract, the nominated Sub-Contractor will undertake towards the Employer by the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and

-Indemnify Contractor from Damage to Construction Plant, etc.

(b) that the nominated Sub-Contractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Sub-Contractor, his agents, workmen and servants and from and against any misuse by him or them of any Constructional Plant or Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

Expressly statement for Design, etc.

(3) If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any equipment or plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Sub-Contract. The nominated Sub-Contract shall specify that the nominated Sub-Contractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities.

Cost of Works to be Nominated Sub-Contract

(4) For all work executed or goods, materials, or services supplied by any nominated Sub-Contractor, there shall be included in the Contract Price:-

-Actual Price to be paid

(a) the actual price paid or due to be paid by the Contractor, on the direction of the Engineer, and in accordance with the Sub-Contract;

-Labour Supply by Contractor

(b) the sum, if any, entered in the Bill of Quantities for labour supplied by the Contractor in connection therewith, or if ordered by the Engineer pursuant

to Clause 55(2)(b) hereof, as may be determined in accordance with Clause 57 hereof;

-Other changes and profit

(c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Contractor against that item, or where no such provision has been made, at the rate inserted by the Contractor in the Appendix to the Tender and repeated where provision for such is made in a special item provided in the Bill of Quantities for such purpose.

Payment to Nominated Sub-Contractors

(5) Before issuing, under Clause 51 hereof, any nated certificate, which includes any payment in respect of work done or goods, materials or services supplied by any nominated Sub-Contractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the work or goods, materials or services of such nominated Sub-Contractor have been paid or discharged by the Contractor, in default whereof unless the Contractor shall:

-Reasonable Cause for withholding

(a) inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments and,

-Reasonable Proof by Contractor

(b) produce to the Engineer reasonable proof that he has so informed such nominated Sub-Contractor in writing,

Direct Payment to Nominated Sub-Contractor by Employer

the Employer shall be entitled to pay to such nominated Sub-Contractor direct, upon the certificate of the Engineer, all payments, less retentions, provided for in the Sub-Contract, which the Contractor has failed to make to such nominated Sub-Contractor and to deduct by way of set-off the amount so paid by the Employer from any sums due or which may become due from the Employer to the Contractor.

Deduction of Sum Paid directly to Nominated Sub-Contractors

Provided always that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

Obligation exceeding Period of Maintenance

(6) In the event of a nominated Sub-Contractor, as hereinbefore defined, having undertaken towards the

Contractor in respect of the work executed, or the goods, materials or services supplied by such nominated Sub-Contractor, any continuing obligation extending for a period exceeding that of the Period of Maintenance under the Contract, the Contractor shall at any time, after the expiration of the Period of Maintenance, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

COMMENCEMENT TIME AND DELAYS

Commencement of Works

41. The Contractor shall commence the Works on Site within the period named in the Appendix to the Tender after the receipt by him of a written order to this effect from the Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer, or be wholly beyond the Contractor's control.

Possession of Site for Works

42. Save insofar as the Contract may prescribe, the required extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 43 hereof, if any, and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the Engineer, make and will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due despatch in accordance with the said programme or proposals, as the case may be.

Delay of Works due to failure to Possess Site

If the Contractor suffers delay or incurs cost from failure on the part of the Employer to give possession in accordance with the terms of this Clause, the Engineer shall grant an extension of time for the completion of the Works and certify such sum as, in his opinion, shall be fair to cover the cost incurred, which sum shall be paid by the Employer.

Programme of Works

43. (1) The Contractor shall submit to the Engineer for his approval a programme showing the order of procedure in which he proposes to carry out the Works within twenty-eight days

after the date of commencement of the Works or within such period otherwise provided for in the Contract. In case the submission of programme is requested in the Tender for which the Contract has been awarded, the Contractor shall revise and complete the said programme in such manner as instructed by the Engineer. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a detailed description of the arrangement and method which the Contractor proposes to adopt for the execution of the Works.

Revision on Programme of Works at Delay of Progress

(2) If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the approved programme referred to in sub-clause (1) of this Clause, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the Works within the time for completion as defined in Clause 44 hereof.

Reinforcement of Capacity of Works

(3) The Engineer shall during the progress of the Works have power to order, if the rate of progress of the Works or any section is at any time, in the opinion of the Engineer, too slow to ensure the completion by the prescribed time or extended time for completion, the Contractor for reinforcement of his capacity for execution of the Works or any section thereof. The Contractor shall provide such Constructional Plant and person or persons as requested in the written order of the Engineer within such time as may be stated in the said order without claiming any additional payment to the Employer.

Permission for Night Work, etc. to recover Delay

(4) The Contractor may take such steps to seek the Engineer's permission to do any work at night or on the holidays to recover the delay in the rate of progress of the Works or any section thereof. Provided that the Contractor shall not be entitled to any additional payment for taking such step.

Approval not Relieve Contractor's Duties

(5) The submission to and approval by the Engineer of such programme or the furnishing of such particulars or the taking such steps shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

Time of Completion of Works

44. Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 65 hereof, within the time stated in the Contract calculated from the last day of the period named in the Appendix to the Tender as that within which the Works are to be commenced, or such extended time as may be allowed under Clause 45 hereof.

Extension of Time for Completion

45. Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the Works, the Engineer shall determine the amount of such extension and shall notify the Employer and the Contractor accordingly.

Notice for requesting Extension

Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within twenty-eight days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer's Representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

Liquidated Damage for Delay

46. (1) If the Contractor shall fail to achieve completion of the Works within the time prescribed by Clause 44 hereof, then the Contractor shall pay to the Employer the sum stated in Part II in Clause 46 as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed by Clause 44 hereof and the date of certified completion of the Works. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in his hands, due or which may become due to the Contractor. 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.

Value of Certified Part of Works not subject to Liquidated Damage

(2) If, before the completion of the whole of the Works any part or section of the Works has been certified by the Engineer as completed, pursuant to Clause 65 hereof, and occupied or used by the Employer, the liquidated damages for delay shall, for any period of delay after such certificate and in the absence of alternative provisions in the Contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the Works.

Work at Night or Holiday

47. (1) Subject to any provision to the contrary in the Contract, none of the Permanent Works shall, save as hereinafter provided, be carried on during the night or on locally recognised days of rest, without the permission in writing of the Engineer's Representative, except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which

case the Contractor shall immediately advise the Engineer's Representative. Provided always that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

Lighting, etc. for Night Work, etc.

(2) Whenever the Contractor intends to carry out any part of the Works during the night or on the holidays, the Contractor shall submit his plan of lighting and any other arrangements for the Engineer's approval.

MEASUREMENT AND PAYMENT

Quantities set out in Bill of Quantities

48. The quantities set out in the Bill of Quantities are the estimated quantities of the work, but they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract.

Measurement to determine value of Work

49. The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the Contract. He shall, when he requires any part or parts of the Works to be measured, give notice to the Site Manager, who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making such measurement, and shall furnish all particulars required by either of them.

Failure to Attend at Measurement

Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work.

Record & Drawing for Measurement

For the purpose of measuring such permanent work as is to be measured by records and drawings, the Engineer's Representative shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall, within fourteen days, attend to examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct.

Notice to claim correctness of Record & Drawing

If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Engineer's Representative, for decision by the Engineer, notice in writing of the respects

in which such records and drawings are claimed by him to be incorrect.

Works measured Net

50. The Works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract.

Payment in Monthly against Engineer's Certificates

51. (1) Unless otherwise provided, payment shall be made at monthly intervals against the payment certificates provided by the Engineer. The Employer will pay or issue the order of payment to his financial agent within thirty days after receiving such payment certificate.

Deduction from Payments

(2) The Employer shall have power to deduct proper amount which will be as set in Part II in Clause 51 at the payment to the Contractor.

Payment in Foreign Currency

52. (1) If the execution of the Works shall necessitate the importation of materials, plant or equipment from a country other than that in which the Works are being executed, or if the Works or any part thereof are to be executed by labour imported from any other such country, or if any other circumstances shall render it necessary or desirable, a proportion of the payments to be made under the Contract shall be made in the appropriate foreign currencies. The Contractor shall propose such proportion of payments in foreign currencies in his Tender except where otherwise specifically provided for in the Contract.

Exchange Rate not Subject to Variation

(2) Where the Contract provides for payment in whole or in part to be made to the Contractor in foreign currency or currencies, such payment shall not be subject to variations in the rate or rates of exchange between such specified foreign currency or currencies and the currency of the Country.

Rate of Exchange Applicable in Payment

(3) Where the Employer shall have required the Tender to be expressed in a single currency but with payment to be made in more than one currency and the Contractor has stated the proportions or amounts of other currency or currencies in which he requires payment to be made in his Tender, the rate or rates of exchange applicable for calculating the payment of such proportions or amounts shall be those prevailing, as determined by the Central Bank of the Country, on the date thirty days prior to the latest date for the submission of tenders for the Works, as shall have been notified to the Contractor by the Employer prior to the submission of tenders or, if not notified by the Employer, declared by the Contractor in his Tender with proper evidence.

Payment of Provisional Sum in Foreign Currency

(4) Where the Contract provides for payment in more than one currency, the proportions or amounts to be paid in foreign currencies in respect of Provisional Sum items shall be determined in acccordance with the principles set forth in sub-clauses (2) and (3) of this Clause as and when these sums are utilized in whole or in part in accordance with the provisions of Clauses 40 and 55 hereof.

Currency Restrictriction after Tendering

(5) If, after the date thirty days prior to the latest date for submission of tenders for the Works the Government or authorized agency of the Government of the Country imposes currency restrictions and/or transfer of currency restrictions in relation to the currency or currencies in which the Contract Price is to be paid, the Employer shall reimburse any loss or damage to the Contractor arising therefrom, without prejudice to the right of the Contractor to exercise any other rights or remedies to which he is entitled in such event.

Adjustment to Contract Price

53. Adjustments to the Contract Price shall be made in respect of rise or fall in the costs of labour and/or materials or any other matters affecting the cost of the execution of the Works, only in such case that the conditions are specifically set out in Part II in Clause 53.

Final Certificate of Payment

54. (1) Within ninety days after the date of issuance of the Certificate of Completion, the Engineer shall provide the Final Certificate of Payment based on the definitive measurement.

Definitive Measurement

(2) The definitive measurement shall be carried out with the As-built drawings which shall be provided by the Contractor and be submitted by him for the Engineer's approval. The Contractor shall supply equipment and labour with his own cost if the Engineer orders to do so for checking the As-built drawings.

Settlement of Payment

(3) The settlement of payment will be done by the Employer within sixty days after the submission of Final Certificate of Payment which shall include the valuation due to any variation, due payment to claims of the Contractor which have been agreed by the parties concerned, liquidated damage due to delay, addition or deduction of cost of repair or test and any other subject of payment.

Approval of Works by Maintenance Certificate

(4) The settlement of payment with the Final Certificate of Payment shall not relieve the Contractor from his obligation or liability provided in the Contract. No certificate other than the Maintenance Certificate referred to in Clause 69 hereof shall be deemed to constitute approval of the Works.

PROVISIONAL SUM

Definition of Provisional Sum

55. (1) "Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of work or the supply of goods, materials, or services, or for contingencies, which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Engineer. The Contract Price shall include only such amounts in respect of the work, supply or services to which such Provisional Sums relate as the Engineer shall approve or determine in accordance with this Clause.

Order in respect of Provisional Sum

(2) In respect of every Provisional Sum the Engineer shall have power to order:-

-Works to be executed by Nominated Sub-Contractor

(a) Work to be executed, including goods, materials or services to be supplied by the Contractor. The Contract Price shall include the value of such work executed or such goods, materials or services supplied determined in accordance with Clause 57 hereof.

-Works to be executed by Nominated Sub-Contractor

(b) Work to be executed or goods, materials or services to be supplied by a nominated Sub-Contractor as defined in Clause 40 hereof. The sum to be paid to the Contractor therefor shall be determined and paid in accordance with Clause 40(4) hereof.

-Goods, etc. to be purchased by Contractor

(c) Goods and materials to be purchased by the Contractor. The sum to be paid to the Contractor therefor shall be determined and paid in accordance with Clause 40(4) hereof.

Invoice, etc. for Provisional Sum

(3) The Contractor shall, when required by the Engineer, produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums.

ALTERATIONS, ADDITIONS AND OMISSIONS

Engineer's Right for Variation

56. (1) The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:-

-Change in Quantity

(a) increase or decrease the quantity of any work included in the Contract,

-Omit any Work

(b) omit any such work,

-Change in Character of Work

(c) change the character or quality or kind of any such work,

-Change in Dimensions of Work

(d) change the levels, lines, position and dimensions of any part of the Works, and

-Additional Work

(e) execute additional work of any kind necessary for the completion of the Works.

and no such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

No Variation by Contractor without Engineer's Order

(2) No such variations shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall within seven days confirm in writing to the Engineer and such confirmation shall not be contradicted in writing within fourteen days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

Engineer's Right to fix New Rate

57. (1) All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

Engineer's Right to alter Rate

(2) Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such omission or addition, rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed

upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances.

Notice on Variation, etc.

Provided also that no increase or decrease under sub-clause (1) of this Clause or variation of rate or price under sub-clause (2) of this Clause shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing:-

-Claim to Extra payment, etc.

(a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price, or

-Intention to Vary

(b) by the Engineer to the Contractor of his intention to vary a rate or price.

Variation exceeding 10 percent

(3) If, on certified completion of the whole of the Works it shall be found that a reduction, or increase greater than 10 per cent of the sum named in the Letter of Acceptance, excluding all fixed sums, provisional sums and allowance for dayworks, if any, results from:-

-Variation Order

(a) the aggregate effect of all Variation Orders, and

-Actual Quantities Measured

(b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding all provisional sums, dayworks and adjustments of price made under Clause 53 hereof,

but not from any other cause, the amount of the Contract Price shall be adjusted by such sum as may be agreed between the Contractor and the Engineer or, failing agreement, fixed by the Engineer having regard to all material and relevant factors, including the Contractor's Site and general overhead costs of the Contract.

Application of Daywork Schedule

58. The Engineer may, if, in his opinion it is necessary or desirable, order in writing that any additional or substituted work shall be executed on a daywork basis. The Contractor shall then be paid for such work under the conditions set out in the Daywork Schedule included in the Contract and at the rates and prices affixed thereto by him in his Tender.

Submission of Vouchers, etc.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Engineer quotations for the same for his approval.

List of man-power, etc. subject to payment in Daywork Basis

In respect of all work executed on a daywork basis, the Contractor shall, during the continuance of such work, deliver each day to the Engineer's Representative an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and plant used thereon or therefor (other than plant which is included in the percentage addition in accordance with the Schedule hereinbefore referred to). One copy of each list and statement will, if correct, or when agreed, be signed by the Engineer's Representative and returned to the Contractor.

Submission of Priced Statement

At the end of each month the Contractor shall deliver to the Engineer's Representative a priced statement of the labour, material and plant, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered.

Engineer's Right to Authorise Payment

Provided always that if the Engineer shall consider that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorise payment for such work, either as daywork, on being satisfied as to the time employed and plant and materials used on such work, or at such value therefor as shall, in his opinion, be fair and reasonable.

Submission of Claim once in every month

59. The Contractor shall send to the Engineer's Representative once in every month an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month.

Notice to intention of Claim

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorise payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity, notified the Engineer in writing that he intends to make a claim for such work.

SUSPENSION AND TERMINATION

Suspension ordered by Engineer unless,

60. (1) The Contractor shall, on the written order of the Engineer, suspend the progress of the Works or any part thereof for such time or times and in such manner as the

Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the Employer unless such suspension is

-Provided in Contract

(a) otherwise provided for in the Contract, or

-Default of Contractor

(b) necessary by reason of some default on the part of Contractor, or

-Due to Climatic Conditions

(c) necessary by reason of climatic conditions on the Site, or

-Proper Execution of Works

(d) necessary for the proper execution of the Works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the Employer or from any of the Excepted Risks.

No Payment without Notice of Contractor

Provided that the Contractor shall not be entitled to cover any such extra cost unless he gives written notice of his intention to claim to the Engineer within twenty-eight days of the Engineer's order. The Engineer shall settle and determine such extra payment and/or extension of time under Clause 45 hereof to be made to the Contractor in respect of such claim as shall, in the opinion of the Engineer, be fair and reasonable.

Suspension Exceeding 90 Days

(2) If the progress of the Works or any part thereof is suspended on the written order of the Engineer and if permission to resume work is not given by the Engineer within a period of ninety days from the date of suspension then, unless such suspension is within paragraphs (a), (b), (c) or (d) of sub-clause (1) of this Clause, the Contractor may serve a written notice on the Engineer requiring permission within twenty-eight days from the receipt thereof to proceed with the Works, or that part thereof in regard to which progress is suspended and, if such permission is not granted within that time, the Contractor by a further written notice so served may, but is not bound to, elect or treat the suspension where it affects part only of the Works as an omission of such part under Clause 56 hereof, or, where it affects the whole Works, as an abandonment of the Contract by the Employer.

Event of Employer

61. (1) In the event of the Employer:-

-Failure to payment

(a) failing to pay to the Contractor the amount due under any certificate of the Engineer within thirty days after the same shall have become due under the

terms of the Contract, subject to any deduction that the Employer is entitled to make under the Contract, or

-Failure to issue Certificate

(b) interfering with or obstructing or refusing any required approval to the issue of any such certificate, or

-Bankrupt, etc.

(c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or

-Notice for Cancel

(d) giving formal notice to the Contractor that for unforeseen reasons, due to economic dislocation, it is impossible for him to continue to meet his contractual obligations,

Contractor's Right to Terminate Contract

the Contractor shall be entitled to terminate his employment under the Contract after giving fourteen days' prior written notice to the Employer, with a copy to the Engineer.

Removal of Constructional Plant

(2) Upon the expiry of the fourteen days' notice referred to in sub-clause (1) of this Clause, the Contractor shall, notwithstanding the provisions of Clause 26 (1) hereof, with all reasonable despatch, remove from the Site all Constructional Plant brought by him thereon.

Payment at Termination

(3) In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 63 hereof, but, in addition to the payments specified in Clause 63 (7) hereof, the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

Event of Contractor

62. (1) If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favour of his creditors, or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the Contractor shall assign the Contract, without the consent in writing of the Employer first obtained, or shall have an execution levied on his goods, or if the Engineer shall certify in writing to the Employer that in his opinion the Contractor:-

-Abandoned Contract

(a) has abandoned the Contract, or

-Failure to commence

(b) without reasonable excuse has failed to commence

or suspended progress		the Works or has suspended the progress of the Works for twenty-eight days after receiving from the Engineer written notice to proceed, or
-Failure to Remove rejected work, etc.	(c)	has failed to remove materials from the Site or to pull down and replace work for twenty-eight days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
-Neglect Obligations under Contract	(d)	despite previous warnings by the Engineer, in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
-Detriment Good Workmanship	(e)	has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sub-let any part of the Contract,

Employer's Right to Complete Works using Constructional plant, etc. at Site

then the Employer may, after giving fourteen days' notice in writing to the Contractor, enter upon the Site and the Works and expel the Contractor therefrom without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Constructional Plant, Temporary Works and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

Evaluation of Contractor's Property, etc. by Engineer

(2) The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex parte, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any Constructional Plant and any Temporary Works.

Settlement after Period of Maintenance

(3) If the Employer shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

63. Notwithstanding anything in the Contract contained:-

No Liability to Excepted Risks

(1) The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the Works, save to work condemned under the provisions of Clause 23 hereof prior to the occurrence of any of the Excepted Risks, or to property whether of the Employer or third parties, or for or in respect of injury or loss of life which is the consequence of the Excepted Risks. The Employer shall indemnify and save harmless the Contractor against and from the same and against and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising thereout or in connection therewith.

Compensation on Damage by Excepted Risks,

(2) If the Works or any materials on or near or in transit to the Site, or any other property of the Contractor used or intended to be used for the purposes of the Works, shall sustain destruction or damage by reason of any of the Excepted Risks the Contractor shall be entitled to payment for:-

-Recovering Cost, etc. for Completion

(a) any permanent work and for any materials so destroyed or damaged, and, so far as may be required by the Engineer, or as may be necessary for the completion of the Works, on the basis of cost plus such profit as the Engineer may certify to be reasonable;

-Cost of Replacement, etc.

(b) replacing or making good any such destruction or damage to the Works;

-Cost of Contractor's Property at Site

(c) replacing or making good such materials or other property of the Contractor used or intended to be used for the purposes of the Works.

Projectile, etc. as Excepted Risks

(3) Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell, grenade, or other projectile, missile, munition, or explosive of war, shall be deemed to be a consequence of the said Excepted Risks.

Increased Costs due Excepted Risks

(4) The Employer shall repay to the Contractor any to increased cost of or incidental to the execution of the Works, other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 23 hereof, prior to the occurrence of any excepted risk, which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said Excepted Risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

Continuance of Works at Outbreak of War

(5) If, during the currency of the Contract, there shall be an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavours to complete the execution of the Works.

Employer's Right to Terminate Contract

Provided always that the Employer shall be entitled at any time after such outbreak of war to terminate the Contract by giving written notice to the Contractor and, upon such notice being given, this Contract shall, except as to the rights of the parties under this Clause and to the operation of Clause 71 hereof, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

Removal of Constructional Plant, etc.

(6) If the Contract shall be terminated under the provisions of the last preceding sub-clause, the Contractor shall, with all reasonable despatch, remove from the Site all Constructional Plant and shall give similar facilities to his Sub-Contractors to do so.

Settlement of Payment in Addition

(7) If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items shall not have already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:-

-Amount in respect of Preliminary Item

(a) The amounts payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed, and a proper proportion as certified by the Engineer of any such items, the work or service comprised in which has been partially carried out or performed.

-Cost of Materials, etc. being Ordered

(b) The cost of materials or goods reasonably ordered for the Works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the Employer upon such payments being made by him.

-Reasonably Expected Sum at Completion

(c) A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

-Due Claim, etc.

(d) Any additional sum payable under the provisions of sub-clauses (1), (2), and (4) of this Clause.

-Cost of Removal of Constructional Plant, etc.

(e) The reasonable cost of removal of Constructional Plant under sub-clause (6) of this Clause and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost.

-Cost of Return of Contractor's Employee

(f) The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided always that against any payments due from the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Constructional Plant and materials and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the Contract.

Definition of Excepted Risks

(8) The "Excepted Risks" are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of the Works, riot, commotion or disorder, or use or occupation by the Employer of any part of the Permanent Works, or a cause solely due to the Engineer's design of the

Works, or ironising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, or any such operation of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as "the Excepted Risks".

Payment in Event of Frustration

64. If a war, or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling his contractual obligations, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 63 hereof if the Contract had been terminated under the provisions of Clause 63 hereof.

TAKE-OVER OF WORKS

Notice for Provisional Take-over

65. (1) When the Works have been completed in such extent as use of the Works is substantially possible, or when the part of Works which is to be operated independently have been completed in same extent, the Contractor shall request in writing the Engineer for Provisional Take-over. The Engineer, upon the written request of the Contractor, inspect to correctness of such request immediately and fix the date of Provisional Take-over which is not later than twenty-eight days after receipt of the Contractor's request if such request was satisfactorily accepted by the Engineer. In case of refuse of the Contractor's request for Provisional Take-over, the Engineer shall inform in writing his view on the defect of the Works, and the Contractor shall remove such defect to the satisfaction of the Engineer, then re-propose for the Provisional Take-over.

Provisional Take-over Committee

(2) Provisional Take-over Committee consists of:

(a) Representatives of Employer,

(b) Representative of Engineer, and,

(c) Representative of Contractor.

Drawings,etc. for Provisional Take-over

The Contractor shall, in cooperation with the Engineer, provide all drawings, records of tests performed during the

Works, specification and instructions thereto for the reference of members of Provisional Take-over Committee. The Contractor shall provide the man-power and instrument for testing, with his own cost, required for the Provisional Take-over according to the schedule to be provided by the Engineer.

Removal of Defect, etc.

(3) In case any defect or imperfection or fault is found in the Works or part of Works to be taken-over by different stage at the inspection by the Provisional Take-over Committee, the Contractor shall repair or remove such defect or fault within such period as may be stated in the Proces-Verbal of Provisional Take-over or instructed by the Engineer. The Contractor shall inform in writing for the Engineer's inspection when the defect or fault is repaired or removed. The Engineer shall invite the Provisional Take-over Committee again after confirming the acceptability of such repair or removal executed by the Contractor.

Certificate of Completion

(4) The Certificate of Completion is issued by the Provisional Take-over Committee immediately after the Works are taken-over provisionally in the satisfaction of all members of the Provisional Take-over Committee. Provided always that the Provisional Take-over is performed only for technical point of view to ensure the reliability of the Works.

Certificate of Completion by Stage

(5) Certificate of Completion given in respect of any section or part of the Permanent Works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Certificate shall expressly so state.

Period of Maintenance

66. In these conditions the expression "Period of Maintenance" shall mean the period of maintenance named in the Appendix to the Tender, calculated from the date of issuance of Certificate of Completion in accordance with Clause 65 hereof, or, in the event of more than one certificate having been issued under the said Clause, from the respective dates so certified and in relation to the Period of Maintenance the expression "the Works" shall be construed accordingly.

Failure of Contractor for Urgent Repair

67. (1) If, by reason of any accident, or failure, or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works, including the time of provisional take-over, or during the Period of Maintenance, any remedial or other work or repair shall, in the opinion of the Engineer, be urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work or repair, the

Employer may employ and pay other persons to carry out such work or repair as the Engineer may consider necessary.

Failure of Contractor to remove Defect, etc.

(2) If any work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults are found at the time of provisional take-over or during the Period of Maintenance, and the Contractor is unable or unwilling to do so in accordance with the Engineer's instruction or failed to complete such repair or reconstruction within the time so instructed, the Employer may employ and pay other persons to carry out such work or repair as the Engineer may consider necessary.

Cost of Repair, etc. done by Employer

(3) If the work or repair so done by the Employer as defined in sub-clauses (1) or (2) of this Clause is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses properly incurred by the Employer in so doing shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor. If, in the opinion of the Engineer, such necessity shall be due to any other cause, the value of such work shall be borne by the Employer.

Search for Cause of Defect, etc.

68. The Contractor shall, if required by the Engineer in writing, search under the directions of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Works or in the Period of Maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 67 hereof.

Notice for Final Take-over

69. (1) Twenty-eight days before expiration of the Period of Maintenance, the Contractor shall request in writing the Engineer for the Final Take-over Committee which consists of similar member as defined for the Provisional Take-over. All records related to defect, imperfection or fault, except those of normal wear and tear, and removal thereof either carried out by the Contractor, the Employer or agent assigned by him shall be submitted to the Final Take-over Committee by the parties concerned.

Take-over by Stage

(2) If different periods of maintenance shall become

applicable to different sections or parts of the Works, the expiration of the latest such period shall be deemed as time of Final Take-over.

No Liability of Employer if Contractor failed to Claim

(3) Employer shall not be liable to the Contractor for any matter or things arising out of or in connection with the Contractor or the execution of the Works, unless the Contractor shall have made a claim in writing in respect thereof before the date as stated in the Contract.

Claims to be solved at Final Take-over Committee

(4) All defect, imperfection or fault and manner of removal thereof or manner of settlement of cost thereof shall be clarified at the Final Take-over Committee. The Maintenance Certificate is issued by the Engineer if all problems were solved to the satisfaction of all parties concerned.

Maintenance Certificate without releasing Performance Bond, etc.

(5) Notwithstanding the remain of any claim as unsolved at the Final Take-over Committee, if the Works are judged as satisfactorily completed in accordance with the provisions of the Contract, the Maintenance Certificate is issued by the Engineer, and the Contractor is relieved from his responsibility for further maintenance thereafter. Provided always that the issue of the Maintenance Certificate in such manner shall become conditions precedent to payment to the Contractor of the second portion of the retention money in accordance with the conditions set out in Part II in the Clause 51 and to release Performance Bond, unless such unsolved claim is lodged only from the part of the Contractor.

CHANGES IN LEGISLATION

Adjustment of Contract Price due to Change in Legislation

70. If, after the date thirty days prior to the latest date for submission of tenders for the Works there occur in the Country changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under the Clause 53, in the execution of the Works, such additional or reduced cost shall be certified by the Engineer and shall be paid by or credited to the Employer and the Contract Price adjusted accordingly.

SETTLEMENT OF DISPUTES

Settlement of Dispute by Engineer at First

71. If any dispute or difference of any kind whatsoever

shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with, or arising out of the Contract, or the execution of the Works, whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the Works with all due diligence whether the Employer or the Contractor requires arbitration, as hereinafter provided, or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor.

Failure of Engineer to Settle Dispute

If the Engineer shall fail to give notice to his decision, as aforesaid, within a period of ninety days after being requested as aforesaid, or if either the Employer or the Contractor be dissatisfied with any such decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision, or within ninety days after the expiration of the first-named period of ninety days, as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final and binding as aforesaid, the Contractor shall send a notice to the Employer with the name of the arbitrator whom the Contractor wishes to appoint. The Employer then shall appoint an arbitrator within thirty (30) days from the date of receipt of such notice. Should the arbitrators fail within thirty (30) days after the appointment of the Employer's arbitrator to agree upon a decision of the dispute, or if no agreement is reached on the appointment of an umpire, they, or either of them, should the other refuse to act, shall apply within thirty (30) days to the proper Thai Court for the appointment of the umpire by the said Court, whose order shall be final in regard to the appointment applied for.

The arbitrators and umpire shall meet within thirty (30) days following the appointment of the umpire, and the dispute shall be finally settled. The decision shall be by the majority vote of the arbitrators and the umpire, and shall be final, conclusive and binding upon the parties thereto. The arbitration proceedings shall be carried out in Thailand. Each party shall bear the cost of its own arbitrator. The proportion of which each party is to bear of the cost of the umpire, should one be appointed, shall be decided by the arbitrators, or, in case they disagree, by the umpire.

NOTICES

Notice, etc. to Contractor

72. (1) All certificates, notices or written orders to be given by the Employer or by the Engineer to the Contractor under the terms of the Contract shall be served by sending by post to or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.

Notice to Employer or Engineer

(2) All notices to be given to the Employer or to the Engineer under the terms of the Contract shall be served by sending by post or delivering the same to the respective addresses nominated for that purpose in Part II of these conditions.

Notice to Change Address

(3) Either party may change a nominated address to of another address in the Country by prior written notice to the other party and the Engineer may do so by prior written notice to both parties.

CONDITIONS OF CONTRACT

PART II - SPECIAL STIPULATIONS

PART II - SPECIAL STIPULATIONS

Clause No.
of Part I:

1. (1) (a) The Employer is the Royal Irrigation Department, Ministry of Agriculture and Cooperative, Government of the Kingdom of Thailand addressed at Samsen, Bangkok, Thailand.

1. (1) (d) The Engineer is _____
addressed at _____

2. (3) The priority order amongst the Contract Documents is defined as below:

1- The Contract Agreement.
2- Conditions of Contract Parts I and II. In case any discrepancy is appeared between Parts I and II, the provision of Part II shall control.
3- General and Particular Specifications. When there is a contradictory stipulation between the two, the provision of Particular Specifications shall control.
4- Priced Bill of Quantities. Whenever the matter of discrepancy is related to the rate of work, the priced Bill of Quantities takes precedence over any other documents.
5- Contract Drawings.

5. (1) The Engineer shall be sufficiently authorised to supervise the Contractor's workmanship and to control the progress of Works, and the Contractor shall act in accordance with the instruction of the Engineer. Provided that the following are subject to the approval of the Employer:-

(a) Extension of Contract Period for any reason.

(b) Increase of quantities of Works more than 10 percent per item of work in the Bill of Quantities which constitute 20 percent or more of initial sum of Contract Price. For items of work which constitute less than 20 percent of the said Contract Price, the Engineer has right to increase up to 20 percent in condition that such increase shall not increase the total Contract Amount. Increase of the total Contract Amount for any reason shall be subject to the approval of the Employer.

(c) Major alteration of Contract Drawings and/or Specifications which causes increase of cost as above (b).

(d) Additional Works of any kind which are subject to payment with new rates and increase the Total Contract Amount.

(e) Issuance of any instruction which causes additional payment by the Employer as above (b) and (d).

9. The Contractor shall submit a bank guarantee with such form as attached to the tender document or other form of guarantee stated in the Instructions to Tenderer covering 5 percent of the Contract Price as Performance Bond at the time of signature of Contract.

The Performance Bond is released at the issuance of Maintenance Certificate except where otherwise provided by the Contract. In case of Termination of Contract due to default of the Contractor, the Performance Bond is kept until the final settlement of payment to the Contractor.

17. All installations which are possibly subject to lightning, shall be grounded electrically, and the effectiveness of such grounding shall be physically checked by the Contractor's specialized personnel.

18. (2) The Site Manager of the Contractor shall speak, read and write the English language fluently. In case the Site Manager is Thai national, he shall be a Licensed Engineer of acceptable category. In case of Alien, the qualification shall be equal to the Licensed Engineer by the judgement of Engineer.

19. The Contractor shall not hire any employee of the Employer or the Engineer except by previous consent of the Employer.

20. (1) The Contractor shall notify the Employer of all arrivals and departures of such personnel.

Any alien employee of the Contractor assigned to Thailand for the Works shall not engage, directly or indirectly, either in his own name or through the company of some other person, in other business or professional activities in the Kingdom of Thailand or make loans or investments in connection with any business, profession or occupation in the Kingdom of Thailand.

20. (2) The Contractor shall provide registered nurses and maintain suitably furnished and equipped first-aid stations at the Main Camp, and shall provide one motor ambulance with driver and attendance, to be kept in a convenient position to be decided by the Engineer. The Contractor shall make arrangements with well-equipped hospitals for the medical treatment and surgical interventions for the labourers and employees of the Contractor. The Contractor shall pay all first-aid and hospital charges for his labourers and employees due to accidents incurred on the work.

22. (1) Import of fuels and lubricants to be used in the Works shall not be permitted. The Contractor shall employ the products available in Thailand, and shall give preference to the Petroleum Authority of Thailand (PTT) for the purchase of his requirements for the work under this Contract, provided PTT can supply the Contractor at prices competitive with those offered by private oil companies.

25. (1) The Contractor shall submit seven copies of monthly reports till the 10th day of proceeding months to the Engineer.

The monthly reports shall consist of those informations stated in Clause 25 of Part I hereof and, in addition, charts to show the progress of Works. Coloured photographs to show the constructional activities shall also be attached in adequate number or, at least, 2 sights per each category of Works. The detail of form of monthly reports will be instructed by the Engineer during the progress of Works.

(2) The Contractor shall submit a final construction report within 60 days from the date of issuance of the Certificate of Completion. The report shall include all records of construction as well as as-built drawings of all works executed by the Contractor.

25. (3) The Contractor shall permanently keep at Site a payroll of the labour employed showing for each individual, the name, nationality, assigned activity, basic salary, daily and weekly work hours, social contributions paid, deductions made and salary actually paid out.

The Contractor shall keep this payroll at the disposal of the Employer and of the Government Officers in charge of control of the employment and working conditions.

In addition, the Contractor shall also keep the following records at the disposal of the Employer;

a) Record of measurements, listing all the monthly measurements taken jointly with the Engineer, in duplicate;

b) Record of Work Orders by the Engineer, in duplicate;

c) Record of Requests by the Contractor, in duplicate;

d) Record of daily progress of Works by the Contractor, in duplicate.

28. (1) The Contractor shall make all necessary provisions for the going-on of public traffic and shall conduct his operations for the construction of the roadway so as to offer the least possible obstruction and inconvenience to public traffic. Public traffic shall be permitted to cross over and pass through construction operations at all times with as little inconvenience and delay as possible and the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work.

28. (2) The hauling of sand, gravel, earth materials, or other intrajob hauling, over public highways, roads or bridges shall be in compliance with the applicable local regulations and shall be such as to minimize interference with or congestion of local traffic. Where haul routes cross public highways or roads, the Contractor shall provide warning signs, flagmen, and other necessary precautions for public safety.

28. (3) At the construction sites where are located on roads carrying public traffic, the Contractor shall construct detours suitable to maintain the flow of public traffic during the period of construction. Unless shown on the drawings or otherwise directed, the Contractor shall determine detour alignments and grades and shall submit his proposal to the Engineer for approval. The materials used for constructing detours shall also be approved by the Engineer.

Constructions of the detours shall be in accordance with the relevant technical specifications. Detours will not require surfacing.

The Contractor shall provide, erect, and maintain the traffic control devices necessary for public safety at detours.

Traffic control devices include traffic cones and painted stripes to channelize traffic and barricades, signs, and lights for warning the motorists.

Special attention shall be given to the care of highway traffic. When each detour is no longer required, it shall be removed completely. The detour areas shall be scarified, leveled, and left with a reasonably even and uniform surface conforming to the natural landscape as approved by the Engineer.

28. (4) The Contractor shall provide, erect and maintain suitable and sufficient barricades, red lights, bilingual danger signals and miscellaneous signs, and take all necessary precautions for the protection of the Work and public safety. Roads closed to traffic shall be barricaded and posted with adequate warning signals. Suitable red lights shall be kept burning from sunset to sunrise.

31. The Insurance for the Work shall be insured by one Insurance Company who is operating in Thailand for similar nature of insurance services.

33. The Third Party Insurance shall be insured in same manner as stated in the Clause 31.

34. The Insurance for the Workman shall be insured in same manner as stated in the Clause 31.

35. In case of delay on the part of the Contractor in paying premiums or in the eventual renewal of policies, such payments or renewals shall be made by the Employer and the cost thereof shall be deducted from the amount or amounts due, or that may be due to the Contractor under the Contract, plus a 10% administrative surcharge.

36. (1) All fees subject to this Clause shall be allowed in the Contract Price, and the Employer will not repay such fees except in such case as defined in Clause 70 hereof.

36. (2) The Contractor shall report in writing within twenty-four (24) hours from the occurrence of any accident to the Employer, the Engineer, the local Police and the local Labour Inspector, all accidents occurred in any part of the Work or in connection therewith. In the event of serious or fatal accidents, Contractor shall leave unchanged the conditions existing at the site of the accident so that the Authorities may proceed with their investigations to ascertain the causes of the accident.

This notice shall be completed within the following five (5) days by the submission to the Employer of an exhaustive and detailed written report on the event in point.

Similarly, the Contractor shall immediately send to the Employer two copies of any summors, notice of other document he may receive in connection with possible judicial proceeding put before any Law Court, which could in one way or other be related with the Contract or the execution of same.

42. The extent of land where shall be handed-over to the Contractor as the Site is as shown in the Contract Drawing. Any additional land in which the Contractor wishes to provide his camp, workshop, stockyard or temporary access for execution of Works shall be purchased, borrowed or compensated by the Contractor's own initiative and no payment therefor is accepted by the Employer.

44. The take-over of Works in the present Contract will be performed in two stages as below:

Stage One: All Office and Residential Buildings within 12 months from the date of exchange of Contract.

Stage Two: Other facilities of project within 18 months from the date of exchange of Contract. This period is including 2 months of Test Run Period.

46. (1) In case of delay of the completion of Works, the Contractor shall deliver 12,000 cu.m/day of water to P.T.T. at 17th & 18th months during the period of test operation, or in case the Contractor fail to deliver the water, the penality shall be 360,000 ฿/day.

(Max. 360,000 ฿/day x 60 days = 2,160,000 ฿)

In case the Contractor fail to complete the offices and residences up to the date of 1st provisional take-over, the daily amount of penalty shall be 0.1% of total contracted prices of such building works.

In case the Contractor fail to complete the whole works until the date of 2nd provisional take-over, the daily amount of penalty shall be 0.1% of total contract amount.

When the delay with respect to one or any of the date of provisional take-over exceeds one hundred and eight (180) days, the Employer will be entitled to terminate the Contract for the Contractor's fault.

51. (1) 1) The Employer shall be entitled at its discretion to conduct audits as it may deem necessary for its own investigations in connection with:

a) Extra work done on a day work basis.

b) Costs incurred in the event of termination.

c) Any other costs that the Contractor may claim from the Employer which are not specially covered by the terms of this Contract.

51. 2) The Contractor may request an Advance Payment of less than 10 percent of the Contract Price after exchange of Contract against submission of an acceptable bank guarantee of equal amount to the Employer.

The Advance Payment shall be refunded from the first payment to the Contractor until such time as whole amount paid as advance shall be refunded.

The amount of bank guarantee for Advance Payment may, consequently to the above, be decreased proportionally showing the certificate of refundment of Advance Payment issued by the authorized person of the Employer.

51. (2) The Contractor declares himself fully acquainted with all that is related to the nature and location of the Project, the general and local conditions involved and all that may affect its execution, upkeep and cost, with particular reference to:-

a) Pertinent Laws, Rules and Regulations of the Kingdom of Thailand;

b) Geology at Site, and conditions of the terrain;

c) Communication and access facilities on the Site;

d) Meteorology and hydrology of the area;

e) Availability of labour;

f) Type of equipment and facilities required before and during construction;

g) Local availability of construction materials, equipment and tools;

h) Any other information that may affect the Project, its construction, operation, maintenance and cost.

Lack of knowledge of the above will not reduce the responsibility of the Contractor, or entitle him to receive extra compensation in addition to the Contract Price.

All the information on local conditions given in the Contract Documents, and in documents issued by the Employer each time, are to be regarded as merely indicative, for the sake of information; responsibility for any conclusion drawn or decision made by the Contractor upon receipt of such information, shall rest entirely with the Contractor.

Import Duties: The Contractor shall pay all costs of procuring the necessary permits and licenses for importation of goods into the Kingdom of Thailand, and shall pay all duties and taxes of any nature imposes on imported goods by the Kingdom of Thailand on equipment, machinery, materials and supplies, which are to be imported for use under this Contract.

All duties and taxes shall be included in the local currency portion of the Contract Prices.

Export Charges: Any tariffs, duties, and other taxes or charges levied by the country of origin of the goods required for the performance of this Contract shall be paid by the Contractor.

Income Taxes: The Contractor shall pay the cost of all immigration fees, income and other taxes assessed or collected by the Kingdom of Thailand or any political subdivision thereof or any municipality therein on his employees who are not nationals of the Kingdom of Thailand. Such fees and taxes shall be included in the Prices.

52. (1) The Contractor shall estimate all required foreign currency portion of payment in Japanese Yen and set out the amount in the Contract Agreement. No other foreign currency is accepted in the present Contract.

(6) The Yen portion of payment is done to the nominated bank or banks by the Contractor, which the address is or are located at Tokyo. The payment is performed by OECF against the statement of performance issued by the Employer.

53. No escalation shall be applied to this Contract.

57. (3) The Contractor shall not be entitled to any variation in the Contract Prices in the case of the quantities of work actually performed differ from those set forth in the Bill of Quantities, provided the final total value of work actually carried out, performed and approved will result neither less than eighty-five percent (85%) or more than one hundred and fifteen percent (115%) of the Total Contract Price.

In the case of the final total value of work performed being less than 85% of the Total Contract Price, the Contractor shall be paid above the final total value of work, as compensation for overhead and loss of profit, an amount calculated in accordance with the following formula:-

Amount to be paid = 0.20 (0.85 x Total Contract Price - Final Total Value of Work)

In the case of the final total value of work performed being more than 115% of the Total Contract Price, the Employer shall deduct, for that portion of the final total value exceeding 115% of the Total Contract Price, an amount calculated in accordance with the following formula:

Amount to be deducted = 0.20 (Final total value of work - 1.15 x Total Contract Price)

If the modifications and/or extra work in point involve the rendering of services and/or the supply of materials which according to the judgment of the Engineer, can be estimated on the basis of the Contract Unit Prices, the payment for such work or material shall be made in accordance with the corresponding Contract Prices.

59. Any claim or appeal of the Contractor will be addressed to the Engineer within ten (10) days from the date the need has arisen, stating clearly and in detail the grounds for the claim or appeal itself.

72. (1) Within forty-five (45) days from the date of signing the Contract, the Contractor shall at his expense establish at the Site a Branch Office duly equipped to accommodate his managing personnel; said office shall be the legal domicile at site of the Contractor and correspondence address.

If the Contractor is not yet registered in Bangkok or elsewhere in the Kingdom of Thailand, the Site Office shall be duly registered in accordance with the relevant Laws, and this Office shall be considered the Contractor's Head Office.

Non-compliance with the above shall be sufficient reason for the Employer to order the interruption of the Works, the fault rest with the Contractor.