

GENERAL AUTHORITY
FOR ROADS, BRIDGES AND LAND TRANSPORT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

THE PROJECT FOR CONSTRUCTION OF
THE SUEZ CANAL BRIDGE
IN EGYPT

FORM OF CONTRACT

GENERAL CONDITIONS

PARTICULAR CONDITIONS

(EGYPTIAN PORTIONS)

JICA LIBRARY



J 1133622 (9)

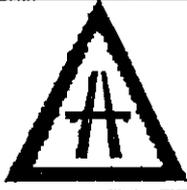
January 1997

PREPARED BY
PACIFIC CONSULTANTS INTERNATIONAL
CHODAI CO., LTD.

SSF

CR (5)

97-002



GENERAL AUTHORITY
FOR ROADS, BRIDGES AND LAND TRANSPORT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

THE PROJECT FOR CONSTRUCTION OF
THE SUEZ CANAL BRIDGE
IN EGYPT

FORM OF CONTRACT

GENERAL CONDITIONS

PARTICULAR CONDITIONS

(EGYPTIAN PORTIONS)

January 1997

PREPARED BY
PACIFIC CONSULTANTS INTERNATIONAL
CHODAI CO., LTD.



1133622 [9]



GENERAL AUTHORITY
FOR ROADS, BRIDGES AND LAND TRANSPORT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

THE PROJECT FOR CONSTRUCTION OF
THE SUEZ CANAL BRIDGE
IN EGYPT

FORM OF CONTRACT
(EGYPTIAN PORTIONS)

January 1997

PREPARED BY
PACIFIC CONSULTANTS INTERNATIONAL
CHODAI CO., LTD.

Sample Form (West Bank Section)

Form of Contract

This Contract made for the Project for Construction of **West Bank Section** of the Suez Canal Bridge at Quantara

between :

the General Authority for Roads and Bridges of the Ministry of Transport and Communications, duly represented by _____

(hereinafter called the Authority) on the one part

and

_____ of _____ nationality

_____ living at _____ street _____

No. _____ (hereinafter called the Contractor) on the other part.

It has been agreed that:

Art. 1. The Contractor undertakes to construct Approach for Suez Canal Bridge, and its approaches over the _____ at _____ in the position shown in the plan No. _____ and this is according with the schedule of rates attached to this tender, amounting approximately to L.E. _____

The Contractor shall be paid for work actually carried out in accordance with the unit prices indicated in the attached schedule of rates.

Art. 2. The work shall be carried out in accordance with the General and Technical Conditions, plans, designs, drawings, explanatory notes and the programme of work included in the tender and approved by the Authority as also in accordance with the supplementary detailed drawings which may be requested for later by the Authority and approved by it; and in accordance with the clauses, conditions and particulars contained in it.

Made in duplicate in Cairo, one copy being in possession of each of the two parties this

_____ day of _____

the Contractor

the Authority

Sample Form (East Bank Section)

Form of Contract

This Contract made for the Project for Construction of **East Bank Section** of the Suez Canal Bridge at Quantara

between :

the General Authority for Roads and Bridges of the Ministry of Transport and Communications, duly represented by _____

(hereinafter called the Authority) on the one part

and

_____ of _____ nationality

_____ living at _____ street _____

No. _____ (hereinafter called the Contractor) on the other part.

It has been agreed that:

Art. 1. The Contractor undertakes to construct Approach for Suez Canal Bridge, and its approaches over the _____ at _____ in the position shown in the plan No. _____ and this is according with the schedule of rates attached to this tender, amounting approximately to L.E.

The Contractor shall be paid for work actually carried out in accordance with the unit prices indicated in the attached schedule of rates.

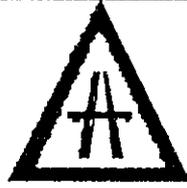
Art. 2. The work shall be carried out in accordance with the General and Technical Conditions, plans, designs, drawings, explanatory notes and the programme of work included in the tender and approved by the Authority as also in accordance with the supplementary detailed drawings which may be requested for later by the Authority and approved by it; and in accordance with the clauses, conditions and particulars contained in it.

Made in duplicate in Cairo, one copy being in possession of each of the two parties this

_____ day of _____

the Contractor

the Authority



GENERAL AUTHORITY
FOR ROADS, BRIDGES AND LAND TRANSPORT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

THE PROJECT FOR CONSTRUCTION OF
THE SUEZ CANAL BRIDGE
IN EGYPT

GENERAL CONDITIONS

(Conditions of Contract : Part I)

(EGYPTIAN PORTIONS)

January 1997

PREPARED BY
PACIFIC CONSULTANTS INTERNATIONAL
CHODAI CO., LTD.

General Conditions
for the Construction of West and East Approach Bridges
over Suez Canal at Quantara Site

	Page
DEFINITIONS -----	1
(Section 1) Conditions for the Submission of Tenders -----	3
Art.1.01: Object of Tender-----	3
Art.1.02: Scope of Work-----	3
Art.1.03: Submission of Tenders -----	6
Art.1.04: Reception of Tender-----	7
Art.1.05: Information as the Tenderer-----	7
Art.1.06: Permission to Compete -----	9
Art.1.07: Enclosures in the Tender -----	9
Art.1.08: Units of Measurements -----	10
Art.1.09: Languages -----	10
Art.1.10: Defective Tenders -----	10
Art.1.11: Provisional Deposit -----	11
Art.1.12: Period of Validity of Tender -----	12
Art.1.13: Opening of Tenders -----	13
(Section 2) Acceptance of Tenders and Signature of Contract-----	14
Art.2.01: Acceptance of Tender -----	14
Art.2.02: Guarantee Deposit-----	14
(Section 3) Execution of Contract-----	16
Art.3.01: Contractor's Superintendents, Agent and Staff-----	16
Art.3.02: Transfer of the Contract and Assignment of Sums Due -----	17
Art.3.03: Supervising Engineer -----	18
Art.3.04: Documents to be delivered to the Contractor-----	19
Art.3.05: Documents to be furnished by the Contractor-----	19
Art.3.06: Time of Execution of Works, Fines and Penalties -----	21
Art.3.07: Site of Work -----	23
Art.3.08: Execution of the Work and Contractor's Responsibility-----	23

Art.3.09:	Foreign Sub-Contractors or assist-----	25
Art.3.10:	Sites for the Contractor's Erections -----	25
Art.3.11:	Right to Modify Works-----	26
Art.3.12:	Unclassified Work -----	27
Art.3.13:	Supply of Inspection Cars to the Supervisory Engineer-----	27
Art.3.14:	Site Offices and Rest House for the Supervising Engineer, Consultant and His Staff-----	28
Art.3.15:	Field Laboratory-----	29
(Section 4)	Responsibilities of the Contractor -----	30
Art.4.01:	General Responsibility-----	30
Art.4.02:	Responsibility of Several Contractors and the Decease of a Contractor ---	31
Art.4.03:	Precaution, Guarding and Lighting -----	31
Art.4.04:	Sheds, Stores, etc. -----	32
Art.4.05:	Quarters for Personnel - Sanitary Regulations-----	32
Art.4.06:	Night Works -----	32
Art.4.07:	Preservation of Constructions -----	33
Art.4.08:	Safety Measures for the Traffic-----	33
Art.4.09:	Service Orders -----	34
Art.4.10:	Police and Other Regulations -----	34
Art.4.11:	Objects Found -----	35
Art.4.12:	Defects in the Execution of the Work -----	35
Art.4.13:	Dismissal and Removal of the Personnel of the Contractor -----	35
Art.4.14:	Samples-----	36
Art.4.15:	Tests and Analysis-Rejection of Materials-----	36
Art.4.16:	Supplies -----	38
Art.4.17:	Materials Imported and Inspection -----	38
Art.4.18:	Employment of Materials not of the Dimensions Originally Provided for- -----	39
Art.4.19:	Laborer's Laws - Insurance for Government and Contractor Staff -----	39
Art.4.20:	Temporary Laborers -----	40
Art.4.21:	Holidays-----	40
Art.4.22:	Apparatus, Materials and Equipment to be Supplied by the Contractor----	40
Art.4.23:	Removal of the Plant and Equipment -----	41
Art.4.24:	Test Loading of Bridge -----	41

(Section 5) Prices, Measurements, Payments, Price - Variations and Ceiling of Contract -----	42
Art.5.01: Quantities and Prices - Form of Schedule of Rates-----	42
Art.5.02: Prices of Materials and/or Works Included in the Schedule of Rates -----	43
Art.5.03: Measuring and Weighting -----	43
Art.5.04: Fluctuations of Prices-----	45
Art.5.05: Custom Duties -----	45
Art.5.06: Duties Required to the Mines and Quarries Department -----	45
Art.5.07: Conditions of Payment -----	47
Art.5.08: Provisional Acceptance -----	51
Art.5.09: Period of Guarantee-----	52
Art.5.10: Final Acceptance-----	53
(Section 6) Constitution, Interpretation, Cancellation of Contract -----	54
Art.6.01: Constitution of the Contract-----	54
Art.6.02: Interpretation of Contract-----	54
Art.6.03: Cancellation of Contract or Withdrawal of the Work from the Contractor -----	54
Art.6.04: Official Regulation for Tendering and Bidding -----	59
(Section 7) Arbitration Clause -----	60

D E F I N I T I O N S

Wherever in these conditions and specifications or in other **Contract Documents**, the following words, definitions and expressions in the following are used, they are intended and shall have the meaning as interpreted hereunder:

AUTHORITY - means the General Authority for Roads, Bridges and Land Transport, Ministry of Transport and Communications. The **Employer** shall be understood in the same context.

CONTRACT - The written agreement executed between the Authority and the successful bidder, covering the performance of the work and the furnishing of labor and materials. The Contract Documents shall include Invitation for Tenders, Instructions to Tenderers, Forms of Contract and Guarantee Deposit, General Conditions, Technical Specifications with Special Specifications, Drawings, Bill of Quantities, Addendum, if any, and any written change orders and agreements that are to complete the construction of the work in an acceptable manner, including authorized extensions thereof.

CONTRACTOR - The individual or individuals, company or companies, firm or firms undertaking the execution of the work under the terms of the contract and acting directly or through his or their agents or employees as accepted by the Authority.

SUPERVISING ENGINEER - The Chief Resident Engineer nominated by the Authority acting directly, or acting through his duly authorized other Executive Resident Engineer as a representative of the Authority..

DRAWINGS- The official plans, profiles, typical cross sections, working Drawings and supplementary Drawings or exact reproductions thereof, which show the location, character dimensions, and details of the work to be considered as part of the contract supplementary to these specifications.

WORK(S)- Shall be understood to mean the furnishing of all labor, material, equipment and other incidentals necessary or convenient to the successful completion of execution of West or East Approach Section for Suez Canal Bridge at Qantara Site and the carrying out of all obligations imposed by the contract.

PROJECT - means the Construction of the whole of the new Suez Canal Bridge, crossing the Canal at Qantara, of which this contract forms a part.

CONTRACT VALUE - means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract..

SCHEDULE OF RATES (OR BILL OF QUANTITIES) - means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

LETTER OF ACCEPTANCE - means the formal acceptance by the Employer of the Tender.

[Section 1] **CONDITIONS FOR THE SUBMISSION OF TENDERS**

ARTICLE 1.01: Object of Tender

Tenderers are invited by the General Authority for Roads, Bridges and Land Transport (hereinafter called "the Authority") on behalf of the Ministry of Transport and Communication (hereinafter called "the Ministry") for the construction of Approach (West and East) for the Suez Canal Bridge at Quantara Site.

The Tenderer with whom a contract is placed is hereinafter referred to as "**the Contractor**".

ARTICLE 1.02: Scope of Work

The project consists of three sections ;

A) The Central Section is the Cable Stayed Bridge over the Suez Canal and approach viaducts for both side till to the height of 49.5 meters , and this center section will be constructed as the Japanese Portion.

B) West Bank Approach viaduct and access road.

C) East Bank Approach viaduct and access road.

These two sections B and C will be constructed as the Egyptian portions. Information and data about the portion B and C are shown in the following tables.

The Construction period for these two sections is to be ;

- 1) **West Bank Approaches = 42 months**
- 2) **East Bank Approaches = 37 months**

(1) Outline of the East Bank Section.

Approach Bridge	Average vertical gradient = 3.3%
Bridge length	880 m.
Span length	40 m (standard)
Effective width	16.3 meter.
Bridge type	PSC box girder, continuous rigid frame type, cast in-situ.
Superstructure	Total 22 spans : 1 Continuous rigid frames bridge of 7 spans and 3 Continuous rigid frames bridge of 5 spans
Substructures	Reinforced concrete structures, 21 piers and 1 abutment.
Foundation	Cast-in-place concrete piles, Dia. = 1.5 meter. Number = 400 approximately. Cast-in-place of 21 pile caps
Pavement	Asphalt Concrete, 7 cm thick.
Approach Roads	Maximum vertical gradient = 3.3%
Road length	3745 m. (curved and straight horizontal alignment) with high embankment section (greater than 3 m high) of 550 m.
Carriageway width	2 x 8.15 m
Max. embankment height	Approximately 20 meters.
Embankment slope	2:1(H:V), benched approximately every 5 m height
Embankment Protection	Stone pitched slope protection.

(2) The Outline of the West Bank Section.

Approach Bridge	Average vertical gradient = 3.3%
Bridge length	1180 m.
Span lengths	40 m, 38.8 m, 37.25 m and 30.5 m.
Effective width	16.3 meter.
Bridge type	PSC box girder, continuous rigid frame type, and continuous girder type.
Superstructure	Total 31 spans : 1 Continuous rigid frames bridge of 7 spans , 1 Continuous rigid frames bridge of 6 spans, 2 Continuous rigid frames bridge of 5 spans and 2 Continuous rigid frames bridge of 4 spans.
Substructures	Reinforced concrete structures, 30 piers and 1 abutment.
Foundation	Cast-in-place concrete piles, Dia. =1.5 meter, Number = 600 approximately. Cast-in-place of 30 pile caps
Pavement	Asphalt Concrete 7 cm thick.
Approach Roads	Maximum vertical gradient = 3.3 %
Road length	1562 m. Horizontal circular curve radius R= 450m with high embankment section (greater than 3 m high) of 200 m.'
Carriageway width	2 x 8.15 meters.
Max. embankment height	Approximately 10 meters.
Embankment slope	2:1 (H:V) , benched approximately every 5 m height.
Embankment Protection	Stone pitched slope protection.

ARTICLE 1.03: Submission of Tenders

- 1 Tenders must be submitted on the Form of Tender (See Form "A") and **Priced Bill of Quantities** attached hereto which duly completed in Ink and signed by the Tenderer, must be returned together with attachments to these conditions by hand or by registered post.
- 2 The tender forms should be enclosed in **2 (two) envelopes** excluding Provisional Deposit as stated in Article 1.11.3, the inner one to be carefully sealed with wax and bear the following inscription:

"Tender for the construction of West (or East) Approach for Suez Canal Bridge at Quantara"
- 3 The outer envelope shall be addressed to:

The Chairman of
The General Authority for Roads, Bridges and Land Transport
Ministry of Transport and Communications,
Cairo, Arab Republic of Egypt.
- 4 Tenders must contain, or be accompanied by, such information and guarantees as are required by these Conditions of Contract and any attached Technical Specifications, Special Specifications and Drawings.

No modifications or additions may be made by the Tenderer to these conditions or to the said Technical Specifications, and Drawings.
- 5 Once the prices have been inserted in the Form of Tender, lists or schedules, no erasures or alterations should be made; but in case any corrections are found absolutely necessary, they must be made in red ink and initialed by the Tenderer, otherwise his tender may be disregarded.
- 6 The **Contractor** shall specify a unit price or a lump-sum price as called for, in **figures for each item** listed in the schedules.
- 7 No claim will be taken into consideration for any errors in the offer if received after the opening of tenders.
- 8 If the Tenderer has not specified unit price for any item of his schedule of rates, the Authority has the right to exclude his tender or determine for the aforesaid

item the highest unit price for such item in the submitted tenders, in order to compare between his offer and the all others. If the tender has been accepted, the Tenderer will be considered to have agreed to the accountancy with the lowest unit price for this item in the submitted other tenders, without any right to dispute in this respect.

- 9 The unit prices quoted by the Tenderer in the schedule of rates shall include and cover all expenses and obligations whatsoever which he shall bear with respect to each item. They shall also include execution and completion of all works and handing them over to the Authority, and maintaining them in good state as well, during the guarantee period according to the contract conditions.
- 10 Final account will be calculated with accordance to these unit prices without any consideration to fluctuation of the market, or currency, or customs dues, production duties ... etc., or any other dues. Under no circumstances, the Tenderer is entitled to claim for any increase of the contract prices, except for that mentioned in Article 5.04, 5.05 of these conditions.

ARTICLE 1.04: Reception of Tender

Tenders should reach the Authority before 12:00 o'clock of noon of the date of opening the tenders, and any tender arriving after this time will not be admitted to adjudication, and no excuse or exception will be made **for delay** due to any reasons.

ARTICLE 1.05: Information as the Tenderer

- 1 The Tenderer must reside in Arabic Republic of Egypt or be represented therein by a duly authorized representative to receive, accept, and execute in his name, all orders of the Authority and to represent the Tenderer in all that concerns this contract and to give valid receipts and discharges binding on the Tenderer. The said authorized representative has to bear a legalized representation from the concerned Authorities.

Address of Tenderer

- 2 The Tenderer must also indicate in his tender a definite address in Arab Republic of Egypt where all communications may be sent to him and which be, for all purposes of the contract, his domicile of election.

Any subsequent change of alteration of the address must be notified by registered letter to the Authority which shall not bound to take into consideration such change alteration, not notified.

All communications left at or sent by registered post to the address given shall be considered as having arrived at destination and received in due time unless the contrary is proved.

- 3 Tenders submitted by an incorporated company, partnership or firm must be followed by copies, dully authenticated, of the documents defining the constitution and object of the company, partnership of firm, the persons authorized to enter into contract on its behalf, the name of persons directly responsible for the due execution of such contracts and also the names of the persons who are directly empowered to give valid receipts in its name. The documents must also indicates the extent and limit of the authorization for such representative, and forms of their signatures, on condition that forms shall be shown on the copy of either the **Contractor** the representation.

However, companies and other firms established in Arab Republic of Egypt and who have regular dealings with the Government may send to the Ministry of Treasury Authentic copies of the above-mentioned documents, and on submitting their tender they shall simply state that the said documents have been so deposited and that no alterations affecting the above-mentioned particulars have subsequently been made in the originals of the aforesaid documents.

Sub-Contract

- 4 In case the Tenderer shall sub-contract with other contractors for the execution of any part of the contract, he must indicate in his tender the names and addresses of the sub-contractors and sufficient details of the part of the contract to be entrusted to them, as well as a written acceptance from the sub-contractor to execute the same part.

The acceptance by the Authority of such sub-contractors does not in any way

diminish, or have any effect on, the complete responsibility of the **Contractor** for the due and proper execution of the work.

5 Joint and Several Liability

“If the Contractor is a joint venture of two or more companies, all such companies shall be jointly and severally bound to the Authority for the fulfilment of the terms of the Contract and shall designate one of the companies to act as leader with authority to bind the joint venture all as stipulated in Clause 4 Instructions to Tenderers. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Authority.”

ARTICLE 1.06: Permission to Compete

- 1 No Tenderer shall be allowed to compete for the work unless he can prove by means of properly certified documents to be attached to his tender, that he has already satisfactorily carried out similar works and unless he can show that he possesses the personnel, materials and equipment necessary for carrying out work required in the specified time or that he has taken necessary steps which will guarantee his having them at his disposal in good time.
- 2 A list of the materials and equipment which the Tenderer intends to use, with their description, should be attached to his tender. Any incorrect information given in the above mentioned documents (either totally or partially) shall consequently lead the contract to the cancellation and confiscation of the paid deposit by the Authority. In addition the **Contractor** shall be prohibited to deal with other Governmental Authorities.

ARTICLE 1.07: Enclosures with the Tender

The Tenderer shall submit the following documents:

- a) Shop Drawings showing the arrangements for the erection of the bridge and general scaffoldings (Pier and super structures).
- b) A descriptive note outlining the arrangements for carrying out the work in general and justifying such arrangements.

- c) A program of work, giving the time when each section shall be started and the duration of each section of the work this program shall state the method of erecting the different spans of the bridge.

ARTICLE 1.08: Units of Measurements

The **metric system** or **SIS system** shall be employed in the Drawings and calculations submitted with the tenders. These system shall be employed for the various measurements and estimates which may be necessary for carrying out the work and determining the quantities involved.

ARTICLE 1.09: Languages

The tenders and all documents attached thereto must be written in English. And their translation in Arabic must be attached to them.

ARTICLE 1.10: Defective Tenders

- 1 In the event of any information in the Tender or attached documents being incomplete, doubtful, apparently incorrect, contradictory, lacking precision of word in such a way as to lead to any contestation, etc., the Authority may at any moment during the period of the validity of the tender require the Tenderer in writing, to confirm or rectify them within the time that shall be fixed for him.

Delay of Submission of Tender

- 2 Should the Tenderer delay in complying with the Authority request, thus rendering the Authority unable to consider his tender within the fixed period and consequently forcing it to disregard his offer. The Authority shall have the right to confiscate the **Provisional Deposit** (Tender Bond) and this simply by the mere fact of the delay and without having to resort to any formality judicial of otherwise or prove any prejudice sustained.

ARTICLE 1.11: Provisional Deposit (Tender Bond)

- 1 As a condition precedent to the admission of any tender the Tenderer shall, on or before the date fixed for the latest reception of Tenders, deposit in the Central Cash Office of the Authority in Cairo or any other Government Cash Office, as a Provisional Deposit, a sum equal to not less than **1 (one) percent** of the total value of his tender, and no interest will be paid for such deposit.
- 2 The said Provisional Deposit may also be received in any of the following forms:
 - a. **Money orders or postal orders** payable in Arab Republic of Egypt, drafts of cheques in Egyptian pounds accepted by a local bank approved by the Egyptian Ministry of Finance as well as drafts of cheques drawn on banks established abroad will be accepted on condition it will be endorsed by an approved local bank. These orders, drafts and cheques, shall be made payable to the Chairman of the Authority.
 - b. **A letter of Guarantee** in Egyptian currency in accordance with Form "C" attached to Instructions to Tenderers one of the banks established in Arab Republic of Egypt and approved by the Egyptian Ministry of Finance free from any restriction or condition. The bank should declare that he has the ability to pay Authority an amount equal to the provisional deposit and agrees to pay the entirely completed value, or to renew the validity of the Guarantee letter for other periods in accordance to the Authority request, without any attention to the Tender's opposition.

Letters of Guarantee from the banks not established in Arab Republic of Egypt may be lodged, provided they are endorsed by an approved bank.

Approved local bank, when issuing or endorsing letters of Guarantees, the endorsement should read as follows:

"We join in these guarantee and declare to accept that any dispute which may arise in respect thereto will be within the jurisdiction of the Egyptian competent courts." Letters of Guarantee are accepted for any amount not less than 20 (twenty) Egyptian pound and they should be valid until the tender is decided upon.

- 3 Deposits (including Letters of Guarantee and receipts for cash payments) must not be enclosed with tender and the Authority shall not be responsible for deposits so sent: They should be enclosed in a separate carefully sealed with

wax and inscribed "Provisional Deposit Tender for Approach (West and East) for Suez Canal Bridge at Quantara Site" and forwarded to:

The Chairman of
The General Authority for Roads, Bridges and Land Transport
Ministry of Transport and Communications,
Cairo, Arab Republic of Egypt.

- 4 In the case of unsuccessful tenders, the provisional deposit will , subject to the provisions of the Article 1-12 be returned to them , as soon as possible after tenders have been finally adjudicated upon, their letters of Guarantee will similarly be returned to the banks which issued them, simultaneous advice thereof being sent to Tenderers concerned.
- 5 Tenderers may deposit, in accordance with the regulations of the Ministry of Finance, in this respect in cash as **permanent deposit** in the Ministry of Treasury Cairo, Egypt, and in this case a certificate will be delivered to this effect to their tenders and it will replace the provisional deposit or guarantee deposit amounting to 5 (five) % of the accepted tender as described in Article 2.02.4.

ARTICLE 1.12: Period of Validity of Tender

- 1 The Authority stipulates and the tenders agrees that the tender (original or modified) once dispatched by the letter, and regardless of the time of its receipt by the Authority, shall remain irrevocable up to the end of a period of **3 (three) months**, commencing from the next day fixed for the opening of tenders, yet any letter or concerning decreasing of quoted prices of the tender which reach the Authority before the fixed date of opening the tenders, shall be accepted.
- 2 However after submitting the Tender, the Tenderer may withdraw it at any time before the time fixed for the opening of the Tender, subject to forfeiture of the provisional deposit lodged by him and that is without any formality or judicial procedure by the Authority or proof of damage being necessary.
- 3 At the expiration of this period, the Tenderer may withdraw his Provisional Deposit and the tender becomes then null and void, otherwise the non-withdrawal shall be interpreted to mean that the Tenderer accepts to continue to be bound by his tender and that is so until the Authority receives a notification from him withdrawing his deposit or his tender.

ARTICLE 1.13: Opening of Tenders

The Tenders shall be opened in the General Authority for Roads, Bridges and Land Transport, Cairo.

The Tenderer or his duly authorized agent may be present at the opening of tenders, "at the time above mentioned to hear the prices while reading same".

No details of the various tenders received will be given thereafter.

[Section 2] ACCEPTANCE OF TENDERS AND SIGNATURE OF CONTRACT

ARTICLE 2.01: Acceptance of Tender

The Authority reserves the right to accept such tender as it considers the most advantageous and is not bound to accept the lowest or any tender; it may also divide the Contract or cancel of the adjudication and the Tenderers shall in no way have the right to question the Authority decision on this score or claim any damages or anything else.

ARTICLE 2.02: Guarantee Deposit

- 1 Within 10 (ten) days of the notification of the acceptance of his tender, by a registered letter with acknowledgment of receipt, the **Contractor** must deposit in the manner and for the purposes hereinafter mentioned, as a **Guarantee Deposit**, a sum equal to 5 % (five percent) of the **total value of the contract**. The acceptance of tender will not be final and binding to the Authority, unless this deposit has been paid.
- 2 The said sum will be held by the Authority subject to the condition and the stipulations contained in these Conditions and any Technical Specifications, as a pecuniary guarantee for the due execution and proper performance of the contract, and the recovery of over payment or any penalties or damages to which the **Contractor** may become liable, until the contract has been completely carried out the satisfaction of the Authority.
- 3 The **Guarantee Deposit** may be lodged in any of the forms mentioned in Article. 1.11 and should be sent as directed therein, or it may be lodged to the credit of the Ministry of Transport and Communications, Egyptian Government.
- 4 The amount already lodged in cash as **Provisional Deposit** may be taken into account in the lodgment of the Guarantee Deposit. If the Guarantee Deposit is lodged in the form of a letter of guarantee the same shall be in accordance with the form "D" attached to Instruction to Tenderers .

- 5 If a letter of guarantee for Provisional Deposit (Form "C") has already been lodged, it will be released as soon as the Guarantee Deposit has been lodged either in cash as above, or by a fresh letter of Guarantee in accordance with aforesaid form "D". No interest will be paid in respect of the Guarantee Deposit, in whatever manner it may be lodged.
- 6 If the successful Tenderer shall fail to submit the total value of the said Guarantee Deposit in manner and within the time required, the Authority shall cancel by notice given simply by registered letter with acknowledge of receipt the acceptance of his tender, without any formality or judicial procedure by the Authority.
- 7 So, the Provisional Deposit, may have been lodged as Guarantee Deposit with all or some of Tenderer's dues at any others (Department, Authority and Organization, etc.), shall in such case be ipso facto forfeited to the Authority without further formality or proof of damage, and the Authority may thereupon have **the work** comprised in this contract done either through new adjudication or by a private treaty and recover the amount of damages against the defaulting Tenderer to the extent of any loss caused to the Authority through the non-fulfillment by the said Tenderer of his obligation and excluding the deposit lodged.
- 8 Just after lodging the Guarantee Deposit, the **Contractor** has to sign the contract according form "B" attached to Instruction to Tenderers.

[Section 3] EXECUTION OF CONTRACT

ARTICLE 3.01: Contractor's Superintendents engineer, Agent and Staff

1. **Contractor's Superintendents (engineers) on site:**

The **Contractor**, shall, at his own charge, place on site of the work, during the whole period of execution 8 (eight) superintendents (engineers) (hereinafter called Superintendent) of Egyptian Nationality whenever possible fully competent and qualified according to the Law No. 89/1946. The above said superintendents all have thorough experience in works similar to those included in this contract, who shall reside in the vicinity of the works and be fully authorized to act for and bind the **Contractor** and to receive and promptly give effect to all orders of the Authority, representatives; they shall attend at the office of the Authority or Government Engineers or on works at all reasonable times as and when required to do so.

The nomination of the **Contractor's** Superintendents must be approved by the Chairman of the Authority beforehand in writing. The latter may require the removal and replacement of any of the **Contractor's** Superintendents if he considers him unsuitable and the **Contractor** shall remove and replace him immediately. The **Contractor** is not allowed to act as Superintendent in charge of the work, even if he is an engineer himself.

If the **Contractor** fails to comply with any of the provisions of clause (1) within three days of a written order of request to do so, **the Chairman of the Authority** may immediately, and without any further notice or formality, appoint superintendents (who may be persons already in the employ of the Authority) to act at the **Contractor's** sole risk and peril in the place of the **Contractor's** superintendents until duly replaced or employed. The remuneration of such substituted superintendent shall be 100 (one hundred) L.E. daily and paid by the **Contractor** to the Authority on demand. If the substituted superintendent was at the time of his appointment already in the employ of the Authority. The remuneration so payable by the **Contractor** shall be the above mentioned amount.

2 **Contractor's Agent and Staff**

The **Contractor** must have on the site a duly authorized and responsible agent whose name (.....) should be submitted to the Authority and approved by its Chairman, in writing prior to his appointment.

This agent shall be in charge of the work and shall receive in lieu of the **Contractor**, the service orders as well as any instructions and remarks given or made by the Authority to all of which he shall conform.

The **Contractor** shall also appoint competent representatives duly authorized by him to receive notices and instructions on his behalf as well as the competent engineering assistants, foremen and workmen.

The **Authority** shall have the right to require the **Contractor** to dismiss and replace any of the said representatives, sub-representatives, engineering assistants, foremen and workmen, who shall not comply with its instructions or who shall cause trouble on the site without this right of the **Authority** diminishing in any way responsibility of the **Contractor** for the due and proper performance of the contract.

- 3 The **Contractor shall employ only Egyptians** for both skilled and unskilled. However, as regards skilled labor, the **Authority** may, in case of necessity allow the employment of non-Egyptians if the **Contractor** gives valid reasons therefore, and the decision of the **Authority** in this respect shall be final and incontestable.

ARTICLE 3. 02: Transfer of the Contract and Assignment of Sums Due

- 1 The **Contractor** shall not for any reason whatsoever, **transfer to a third party all or part of this Contractor** assign any sum due to him on account of this contract without the written authorization of the Authority. The signatures of the transfer should be approved and legalized by the concerned office of documentation, however in case the transfer is made in favor of approved bank it may be accepted without documentation of such signatures, as the approval of the bank is sufficient. Even in the case of such authorized transfer in whole or in part, the Contractor shall remain jointly responsible to the Authority with the Contractor assigned to for the due and proper execution of the work.

- 2 Should the Authority find that the **Contractor** is not paying his workmen regularly, the Authority may, but is not bound to either pay itself such workmen and deduct their wages from the sums due to the **Contractor** irrespectively of any seizures made or assignment accepted or cancel the contract in the manner and with the consequences, provided therefore in Article 6.03 headed "Cancellation of Contract".

ARTICLE 3.03: Supervising Engineer

- 1 The whole of the work shall be under the supervision of the **Supervising Engineer** who will give the **Contractor** directions and instructions from time to time, all of which are to be conformed to by the **Contractor** and by all his employees and agents.
- 2 In case the **Contractor** shall not be present upon the work at any time when it may be necessary for **Supervising Engineer** to give instructions, the foreman in charged shall receive and obey any orders which the Supervising Engineer may give.
- 3 On the request to the **Contractor**, or his representative, any verbal order given by the **Supervising Engineer** will be repeated in writing.
- 4 Sub-**Contractors** or agents of any kind of the **Contractor** are deemed employees of the **Contractor** and they must conform to the directions and supervision of the **Supervising Engineer** in the same way as all other employees are required to conform.
- 5 The Supervising Engineer, and any person authorized by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
- 6 The Contractor shall give to the Supervising Engineer, in writing, at least 14 (fourteen) days notice of every Important Operation identified in the programme.

ARTICLE 3.04: Documents to be delivered to the Contractor

- 1 Before commencing the work, the Authority shall deliver to the **Contractor** the following documents:
 - 3 Copies of the conditions and specifications
 - 3 Copies of the schedule of rates
 - 3 Copies of the Drawings (A3 size)and any other documents mentioned in these conditions.
- 2 Additional copies of the documents of the tender can be obtained by approved Tenderers or **Contractors** on application to the Authority. Payments are made in cash for such additional copies as follows:
 - a. Conditions and specifications L.E. 2000 (two thousands)
 - b. Drawings A3 size - L.E. 3000 (three thousands)
 - c. Drawings A1 size - L.E. 12,000 (Twelve thousands)

ARTICLE 3.05: Documents to be Furnished by the Contractor

- 1 Within a period of 2 (two) months after notification of acceptance of tender, and in any case before the commencement of the work, the **Contractor** shall furnish the Supervising Engineer with all the detailed drawings (shop drawings) necessary for the execution of the work together with the notes of calculations for approval by the Supervising Engineer.

The **Contractor** shall supply Drawings for erection and marking which shall enable verification and control of the parts to be made. 5 (Five) copies of these different documents and Drawings shall be supplied, the Authority will return to the **Contractor** 1 (one) of these copies duly revised by the Supervising Engineer and approved and or modified by the Authority and only after this has taken place, shall the **Contractor** be allowed to commence work.

In the meantime the **Contractor** shall supply to the Authority another 5 (five) copies of the approved Drawings of which 4 (four) shall be made on white paper

and 1 (one) tracing paper of approved quality. The **Contractor** shall likewise furnish all the detailed Drawings and notes of calculations which may be demanded by the Authority and this shall be done within the period fixed for this purpose. The **Contractor** must keep at his office on the site of work a complete series of the Drawings, calculations and other documents which may be referred to at any moment by the Supervising Engineer.

2. Programme to be Submitted

The Contractor shall, within the time stated in the date of the Letter of Acceptance, submit to the Supervising Engineer for his consent a programme, in such form and detail as the Supervising Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Supervising Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

3. Revised Programme

If at any time it should appear to the Supervising Engineer that the actual progress of the Works does not conform to the programme to which consent has been given, the Contractor shall produce, at the request of the Supervising Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.

4. Cash Flow Estimate to be Submitted

The Contractor shall, within the time stated in the date of the Letter of Acceptance, provide to the Supervising Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Supervising Engineer.

5 The **Contractor** shall provide the Authority with 6 (six) sets of **photographs** inserted in album of suitable pattern.

Each set of photographs shall contain about Hundred fifty photos 18 x 24 centimeters taken during the execution of work. The choice of the subject shall be in consent with the Supervising Engineer.

- 6 All steps of execution of the work shall be registered on **video films**.

The **Contractor** shall also provide the site with a suitable exposing and voiced apparatus. They shall be carefully maintained as they shall be delivered to the Authority freely after the end of the work.

ARTICLE 3.06: Time of Execution of Works, Fines and Penalties

- 1 The period fixed for the completion of all the subject of this tender is 42 (forty two) months for West Section and 37 (thirty seven) month for East Section commencing from the date of notice of acceptance of this tender having been sent to the **Contractor**.
- 2 The **Contractor** shall indicate in his tender and within the limits of fixed periods above, the period for completion of the following parts of work:
- 1) Erection of site installations. (Mobilization)
 - 2) Foundation work.
 - 3) The substructure.
 - 4) The superstructure.
 - 5) Earth work for the entrances, approaches.
 - 6) Completion of bridge paving and accessory works and clearing the site.
 - 7) Demobilization (including bridge loading test)

These periods shall commence to run from the dates indicated in the program of works presented by the **Contractor** and approved by the Authority.

3 Liquidated Damage

If the works are not entirely completed at expiration of fixed period indicated above (save the case of Force Majeure agreed to by the Authority whose decision in this regard shall be final), the **Contractor** shall suffer a **penalty** for the extra time needed after the expiration date of the above fixed period till the date of provisional acceptance of the work, in the rate of 75,000 (seventy five thousand L. E.) daily **with maximum fine 15 (fifteen) %** of the final value of the

whole work.

- 4 Completion of all necessary soils and materials investigations shall be accomplished by the end of the third month.
- 5 If in the course of the execution of the work, the Authority notices any slackening on the part of the **Contractor** in the execution of the work which shall prevent its completion in the time fixed therefore, the Authority may require the **Contractor** in writing to take such measures as shall ensure the completion of the work in a satisfactory manner within the time specified. If after 15 (fifteen) days from such notification the Authority perceives that no steps have been taken to remedy this slackening, the Authority may cancel the contract in the manner and with the consequences provided therefore in Article 6.03 headed "**Cancellation of Contract**".
- 6 No excuse shall be accepted for delay caused by rejection of materials (manufactured or otherwise), for freight difficulties, or for any kind of difficulty between the **Contractor** and his Sub-**Contractors**, or suppliers in Egypt or abroad.

Force Majeure

- 7 However, if it is proved to the satisfaction of the Authority, whose decision shall be final, that the delay is not due to the fault, negligence or bad management of the **Contractor** but that it arises from Force Majeure the Authority may, but is not bound to waive or mitigate the right to enforce the above mentioned penalties.

'Force Majeure' referred to in this Article should be defined (as for example but not for limitation) as: war, earthquake, hostilities, (Whether war to be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, (otherwise than among the **Contractor's** own employees) riot commotion or disorder or a cause of action which reasonable foresight and ability on the part of the **Contractor** could not foresee of reasonable provide against.

The **Contractor** shall, therefore, inform the Authority in due time of his plea supported by properly attested proofs.

8. Working Hours

Subject to any provision to the contrary contained in the Contract, the Contractor shall have the option to work continuously by day and by night and on locally recognized days of rest.

ARTICLE 3.07: Site of Work

- 1 Site where work shall be constructed, will be handed over to the **Contractor** with a condition allowing to commence the work according to the approved working-Program.
- 2 The Authority has to notify the **Contractor** by a registered letter to be present in fixed date to receive longitudinal and transversal axes of the bridge, a leveling datum and the expropriated land of the project, if the **Contractor** or his representative has not been attended in the mentioned date, the **Contractor** shall be responsible for any delay. The **Contractor** shall locate all necessary fixed points on the given axes. A process-verbal shall be signed by both parties to confirm such reception.

ARTICLE 3.08: Execution of the Work and Contractor's Responsibility

- 1 The work shall be carried out in accordance with the Technical Specifications, and with the quantitative estimates and the Drawings and any other documents mentioned.
- 2 The **Contractor** declares to have checked the **design** and the approved **Drawings** and his responsibility shall in no way and under no circumstances diminish by reason of his receiving any hint, explanation or order from the Supervising Engineers. This responsibility shall always be completed and shall in no way be affected by any of the aforesaid reasons.

In the same way the verification by the Supervising Engineer of the setting out of the work which shall be carried out according to the Drawings, cannot in any case free the **Contractor** from any responsibility for any error in the setting out or alignment. The **Contractor** shall, in case of doubt, appeal to the Chairman of the Authority whose decision shall be final.

- 3 Works which are indicated in the Drawings and not mentioned in the specifications or which may be mentioned in the specifications and not shown in the Drawings shall be considered as forming part of the contract, as if they had been expressly shown in the Drawings and mentioned in the specifications.
- 4 Any work which is not mentioned in any of the documents constituting the contract but which must be considered necessary for the proper condition and stability of the structure, for execution, use, and maintenance of the whole work, the carrying out of which shall be required by the Chairman of the Authority must be executed by the **Contractor** in accordance with the instructions received and shall be considered as being included in the works, the same as for all work provisions for which has been made in the drawing or which has been mentioned in the specification.
- 5 The **Contractor** shall be assumed to have visited and examined the site where the work is to be carried out and its approaches, that he had satisfied himself as to the nature and conditions of the existing means of communications as well as the suitability and convenience of the space available for the preparation, construction, completion and upkeep of the works and that he has made the necessary inquiries on the spot independently of any official information and on the whole, for everything which will be necessary for the execution of the work.
- 6 He is likewise assumed to have examined the documents of the contract and to have obtained the necessary information concerning the labor conditions and all other information and details which might affect in any way his tender as regards the general conditions or the prices to be quoted.
- 7 No omission or negligence on the part of the **Contractor** in respect to what has been mentioned above shall relieve him of any risk or diminish his responsibility for the completion of the work.
- 8 In the event of any inconsistency in the provisions made in the various documents of the contract, the **Chairman of the Authority** or his authorized representative shall decide which of the said provision applies and the Contract shall execute the work in accordance therewith, without his having the right to question such a decision or claim any indemnity on that account.

In the event of there being any contradiction in the various instruction given to the **Contractor** or his agents or a doubt as to, their real nature, or in the case of any misunderstanding arising between his personnel and those of the

Supervising Engineer, the matter shall be submitted to the Chairman of the Authority whose decision shall be final and without recourse. In no case shall the **Contractor** be entitled to any claim for any loss which he may attribute to such contradiction, doubts or misunderstanding.

- 9 The **Contractor** will have to make arrangements for providing the site during the execution with electric current necessary or lighting and working of different machines and equipment.

ARTICLE 3.09: Foreign Sub-Contractors or Assistant

The Central section of Suez Canal bridge will be constructed by Japanese Contractor under Japanese Grant Aid as described in Article 1.02, and the Contractor of Egyptian portion is expected strictly to keep the tight progress schedule of the Project for the cooperation of the Contractor of Central Section. Furthermore the works need special sliding scaffolding and shuttering at high level over 45 meters by using high tower crane which is not available in Egypt. Therefore the Contractor is allowed and recommended to cooperate with foreign contractors which has similar project experience in past.

ARTICLE 3.10: Sites for the Contractor's Erections

The **Contractor** must rent at his own expense all lands he requires for his offices, for the installations of his plant, the staking of his materials and for other necessary operations incidental to the work. It is allowed to the **Contractor** during the execution of the work to use the banks of the stream adjacent to the site free of charge whenever possible on conditions that he shall not obstruct the traffic, and this by providing a passage of a suitable width on the banks.

The **Contractor** shall be responsible for any occupation of lands or properties belonging to third parties and for any damage thereto resulting from the work and for paying any indemnities that may be claimed.

ARTICLE 3.11: Power to modify Works

- 1 The Authority reserves the rights at any time after the signature of the contract and before or during its execution, to require any modification, it may consider advisable, to be introduced in the general plan of the work; the working Drawings or the Technical Specifications,.

These modifications shall be carried out by the **Contractor** without his having any right to object thereto and without his being entitled to any claim for compensation in any manner so long as these modifications do not result in increasing or diminishing by more than 25 percent the quantities provided therefore in the estimate for each item modified.

- 2 **Variations**

In the case of an increase beyond the proportion of 25 percent, the price of each item modified shall be fixed by a written agreement between the **Contractor** and the Authority. The **Contractor** shall for this purpose submit his claim in writing to the Authority within 7 (seven) days from the date of the ordering of the modification. If this period is allowed to pass without the claim being made, the modified works shall be paid at the contract price no matter what the amount of the proportion of increase may be.

- 3 In case an agreement such as is referred to above is not arrived at within 14 (fourteen) days, from the submission of the claim, the price to be applied to the modified items shall be definitely fixed by the Chairman of the Authority whose decision shall be final and without recourse. While awaiting this decision, the **Contractor** shall put the work, into position at the contract price.

- 4 **In the event of the decrease** exceeding the proportion of 25 percent, the **Contractor** shall have the right, by way of compensation, to a sum equal to 5 percent of the price of the quantities suppressed after deduction of the margin of 25 percent.

- 5 The suppression of an item indicated in the works and its replacement by a new item or by an increase in quantity in another item already provided for in the estimate, shall not entitle the **Contractor** to the compensation of 5 percent except in the event of the quantity of the new item or the increase in the quantity in the other item being less than the amount of the work suppressed after deduction of 25 percent.

- 6 In the event of any modification made in the Technical Specifications, resulting in the increasing or the decreasing of the cost of the works, same shall be modified by a written agreement to be determined according to the rules, conditions and time provided before in this Article.

If in the opinion of the **Contractor** any such modifications in the work exceeding 25 percent are of a nature to render its completion within the prescribed period improbable, he shall be entitled to submit to the Authority within 7 (seven) days from the date the notice of such modifications, his claim in writing for an extension of the contract time and the Authority may grant such an extension as it may judge proper and its decision shall be final in this respect.

ARTICLE 3.12: Unclassified Work

Unclassified work shall be arranged for by mutual agreement and the **Contractor's** quotations and local prices shall form the basis thereof. If this agreement is impossible the Authority shall have the right to entrust such work to any other party and the **Contractor** shall in no way raise any claim on that score, moreover, he shall not interfere with the work of the other **Contractor** and shall afford his all facilities for communicating with the construction yard and give him the necessary space for storing his materials. Should the **Contractor** fail to do so, the Authority may cancel the contract with the consequences provided in Article. headed "Cancellation of Contract".

ARTICLE 3.13: Supply of Inspection Cars to the Supervisory Engineers

The **Contractor** shall give all facilities for the Supervisory Engineer to supervise every part of the works during the execution as described in Article S6.3 of Special Specifications.

The **Contractor** shall supply the above mentioned cars before the commencement of the work and in case of any delay in this respect (without justification) the **Contractor** shall suffer a penalty of 200 (two hundred) L.E. daily for each car.

ARTICLE 3.14: Site Offices and Rest House for the Supervising Engineer and His Staff

- 1 Before commencing the work, the **Contractor** shall, at his own expense, erect **site offices** for the supervision of the work according to the drawing of the Authority. Details should be referred Clauses of Special specifications. These offices shall be suitably lighted and floored. The roof shall be double with a space for the circulation of the air. The joints of the wall shall be thoroughly sealed to prevent the entry of dust. The **furniture** in the principal office shall consist of a suitable cabinet with two locked drawers, a cupboard, three chairs, a wardrobe and a washstand. A special W.C. shall be constructed outside the office. These offices shall be maintained in good condition by the **Contractor** during the whole period of the work and shall be handed over to him after the provisional acceptance.

The erection of the offices and their furniture, maintenance and service shall be at the **Contractor's** own expense.

The **Contractor** shall suffer a penalty of 2000 (two thousand) L.E./month for the delay in furnishing the site offices.

- 2 The **Contractor** shall also rent (after the agreement of the Supervising Engineer) a **suitable flat** with the following details for it, a complete office room, 4 (four) complete bed rooms, complete dining room for ten persons, a complete kitchen provided with all necessary accessories include refrigerator, television.

The **Contractor** shall at his own charge supply the rest house with fresh water, electricity, heating facilities and all necessary furniture.

- 3 **A cook and two servants** will be employed by the **Contractor** and placed working under the order of the Supervising Engineer for cleaning and upkeeping of the rest house.
- 4 All **furniture, equipment**, furnished by the **Contractor** must be new and at the satisfaction of the Supervising Engineer and all current expenses, repairs, consumption and labour's wages shall be borne by the **Contractor**. A penalty of 4000 (four thousand) L.E./month for the delay in furnishing the neat robe.

ARTICLE 3.15: Field Laboratory

Before commencing the execution of the work, the **Contractor** shall provide the site with a soil mechanic and concrete testing laboratory. If welding is proposed, the **Contractor** shall deliver an **X-ray or cobalt ray testing machine** and he must employ a qualified engineer for this Laboratory.

The laboratory shall have air tight walls, the windows shall be at least with the metallic frames and venetian blind. Erection of the laboratory and its equipment, instruments and tools such as (sieves, balances, stove, tables, molds, crushing machine, etc.) must be new and at the satisfaction of the Supervising Engineer, all current expenses and labor's wages shall be borne by the **Contractor** and without any payment from the Authority. All the above mentioned equipment, instruments and tools must be kept in good condition and shall be the property of the Authority at the end of the work.

The **Contractor** shall suffer a Penalty of 1000 L.E./month for the delaying in furnishing the laboratory.

[Section 4] RESPONSIBILITIES OF THE CONTRACTOR

ARTICLE 4.01: General Responsibility

- 1 The supervision of the agents of the Authority does not in any way diminish the responsibility of the **Contractor**, who shall take the necessary precautions to execute the work in accordance with the provisions of these conditions and according to the rules of contract.
- 2 At the same time the **Contractor** must take care of the Safety of his agent, those of the Authority and of the public.

The **Contractor** alone shall be responsible for any mistake for the choice and use of tools and materials, for the negligence and imprudence of his agents: men, workmen, and for any offense or contravention they may commit. He shall, likewise, be responsible for the consequences of accidental occurrences of accidents which may take place in the yard for public and private acts which may be committed by himself or his personnel. He alone shall be responsible for the consequences of any brawl or quarrel which may take place in the yards and workshops whether between his own men, or between these latter and third party.

- 3 The **Contractor** must take all precautions to protect the different parts of the work against any damage, effects of the weather or any deterioration which may take place during the execution of the Contract. He alone shall be responsible for thefts, damages, fire and other accidents which may occur up to the time of the provisional acceptance. In general, the **Contractor** shall alone be responsible for all loss or accidents which may happen to the work, to property or to persons whatever may be the nature or cause thereof. The responsibility of the **Contractor** shall not be diminished on account of any precautions of the Authority may have taken on account of the total absence of such precautions or instruction.

ARTICLE 4.02: Responsibility of Several Contractors and the Decease of a Contractor

- 1 Unless expressly stipulated to the contrary in the contract, the liability of two or more **Contractors** shall be joint and severally bound to the Employer.

If the **Contractor** is a firm of partnership (other than limited liability Companies, Societies Anonymous) no member shall retire nor shall any new partner be admitted without the written consent of the Authority, previously obtained. The Authority may validly deal with any one of several **Contractors** as representing all of them and the receipts and signatures and all other acts whatsoever in relation to the **Contractor** of each one - (Whether acting separately or in his own name) shall bind every other **Contractor** and the representatives of deceased **Contractor**.

- 2 **In the case of decease of a sole surviving Contractor**, the Authority has the right to terminate the contract and refund the deposit if the Authority has no claim, or to charge his heirs with the completion of the contract under the same conditions and for the same prices if they accept. (on condition that they appoint a representative by a legalized representation on their signatures) and approved by the Chairman of the Authority.
- 3 **In case of decease of one of the Contractors**, the Authority shall have the right either to terminate the contract and refund the deposit, or to consider it valid, and the decision taken in that respect shall be sent to the **Contractor** by registered post.

The cancellation of the contract shall in either cases be effected by a letter sent by registered post without any legal of other formality or judicial proceedings.

ARTICLE 4.03: Precaution, Guarding and Lighting

The **Contractor** shall take the necessary precautions to **prevent accidents** in the construction yard and shall be solely responsible to indemnify any claim from third parties arising therefor .

Excavations, holes etc., which may be made across the public road shall be surrounded with wooded barriers to prevent accidents. During the night, red lamps shall be placed close to the barrier at maximum distance of 10 meters from

the construction yard as a warning that the place is dangerous. During the day watchmen shall be appointed to warn the people not to come near these holes. In general, the **Contractor** shall take every precaution to avoid accidents both on the river and its banks.

ARTICLE 4.04: Sheds, Stores, etc.

The **Contractor** shall construct at his own expense, temporary sheds for protecting tools and materials against weather, for materials which may be damaged by moisture such as hydraulic lime and cement. He shall also construct watertight stores with raised platform for protecting the materials properly from the moisture in the air and from the sun. As for explosives and combustible materials or other dangerous or in sanitary materials, the **Contractor** shall construct isolated stores in accordance with the existing regulations as well as the instructions of the Supervising Engineer and he shall take all necessary precautions to prevent any danger on his account.

ARTICLE 4.05: Quarters for Personnel-Sanitary Regulations

The **Contractor** shall construct at his own expense, all kiosks, shelters, etc., which may be necessary for the workmen, watchmen, and other people who have to work or sleep in the yard during the night.

He shall observe the necessary sanitary rules and instructions, especially in the case of infections or contagious diseases breaking out.

ARTICLE 4.06: Night Works

If for any reason whatever, the **Contractor** finds it necessary to carry on the work at night, he shall provide at his own expense the necessary and suitable lighting.

In such case he shall obtain the authorization of the **Chairman of the Authority** at least 6 (six) hours in advance for the carrying out the work at night and for the method of lighting. The **Contractor** shall not be entitled to any claim or compensation on this score.

In this respect the **Contractor** shall abide by the law set for the extra wages to be paid to workmen during overtime periods.

The Supervising Engineer, nevertheless, if for any reason should think it necessary to order that part of the work, whether permanent or temporary, shall be carried out without intermission by night and by day or on Fridays, the **Contractor** shall obey such order and shall not be entitled to any extra payment therefore.

ARTICLE 4.07: Preservation of Constructions

The **Contractor** shall take all precautions to preserve the constructions under or adjacent to the site work (which they are properties of the Authority or other third parties). If such objects are injured or damaged, through the **Contractors** operations they shall be replaced or restored, at the **Contractor's** expense within the period fixed to him by the Authority, otherwise the Authority shall make the same and deduct the expenses from the sums due to the **Contractor** without any other formalities.

The expenses thus incurred by the Authority shall not be questioned or subject to any objection from the **Contractor**.

The **Contractor** shall construct at his own expense, temporary subways including irrigation water pipes, ducts, etc., which may be necessary for the safety of traffic and/or avoid any interruption for the water ways of the cultivated lands, etc. the **Contractor** shall be solely responsible to indemnify any claim from third parties arising therefore.

ARTICLE 4.08: Safety Measures for the Traffic

The **Contractor** shall conform with all the regulations of the traffic on roads beside the Site of the Work take the necessary precautions and the safety measures according to the instructions of the Traffic Administration.

Before commencing the work on the vent over any road, the **Contractor** shall submit to the Authority the schedule of work period to arrange and measures approved by the concerned Authorities. Safety guide signals for the traffic passage during the execution must be made by the **Contractor** approved before the execution.

All expenses of such precautions for both day and night work shall be borne by the **Contractor**.

ARTICLE 4.09: Service Orders

The **Contractor** shall comply with all the service orders which shall be given to him by the Supervising Engineer in connection with the progress of the work and its execution and he shall carry out such orders within the periods fixed herein for them.

Should the **Contractor** deem that these orders increase the costs of the undertaking, in regard to time and expense, or weaken the strength off the work, he may within 3 days submit his complaint **in writing** to the Chairman of the Authority without however interrupting the work, and the decision of the Chairman shall be final and without recourse.

Once the period of 3 (three) days has elapsed the **Contractor** shall not be entitled to make any claim on that score.

ARTICLE 4.10: Police and Other Regulations

- 1 The **Contractor** shall conform with the **laws and regulations** in force or which may come into force regarding the **police** and the **Contractor** must follow the instructions which may be given to him on unusual circumstance in that respect.
- 2 **Electric current** may be cut off from the site of the work, according to any instructions of the concerned Authorities and because of air raids and mock air raids.
- 3 Under no circumstances whatsoever shall the Authority be held responsible nor will it tolerate any delay in the execution of the work caused by difficulties, between the **Contractor** and other Government departments or other competent authorities, through his non-observance of their regulations in force.

ARTICLE 4.11: Objects Found

The Authority reserves to itself the right of ownership of all, materials, monuments, currency, specimen of arts, objects of value, remains and any other object found during the execution of work. Objects found should immediately be received to the representative of the Authority or to the person, authorized to receive such objects on behalf of the Government.

The **Contractor** shall take the necessary precautions to prevent the damaging or removal of any of these objects, in case of discovery of any monuments, statues or any other objects found during the excavation and difficult to transfer it, the **Contractor** has to stop the work in this spot until the Authority issues its instructions in this respect.

ARTICLE 4.12: Defects in the Execution of the Work

Should the Authority find any defect in the work due to bad workmanship, to bad quality of materials or to wrong proportion in mortar or to any other cause whatever, it shall have the right to order the immediate demolishing of the works which are considered defective and their reconstruction by the **Contractor** at his own expense. The cost of examining such defect shall also be borne by the **Contractor**.

ARTICLE 4.13: Dismissal and Removal of the Personnel of the Contractor

The Chairman of the Authority shall have the right to require, should he consider it necessary, the dismissal or removal from the works of any representative, agent, employee or workmen belong to the **Contractor**.

In the event of his having to exercise this right, the Chairman shall notify the **Contractor** in writing of this decision which shall be immediately carried out by the **Contractor**. Moreover, the Authority reserves the right to forbid access to the **Contractor's** yard and to the site of the work to any person whose dismissal or removal has been required in the manner aforesaid.

The foregoing stipulation shall be understood to apply generally to all persons

having or pretending to have for whatever reason, any relation with the **Contractor** not only as a representative, agent employee, or workmen but likewise as a partner, co-interested party, consulting engineer, expert, supplier, **Sub-Contractor**, creditor, concessionaire, etc.

The **Contractor** admits formally the right of the Authority to forbid at any time to any person access to the work or to the yard and place where the contract is being executed, as also prevent or stop the interference with the works on the part of any person whose presence or interference shall be considered undesirable for any reason which it needs not disclose.

ARTICLE 4.14: Samples

The **Contractor** shall, prior to his arranging for the supply of materials to be used in the work, submit samples thereof to the Supervising Engineer for his approval.

The approved samples shall be sealed with sealing wax, if necessary, and kept at the **Contractor's** yard, at the disposal of the Supervising Engineer until the completion of the work for comparing therewith the materials supplied.

The **Contractor** shall, prior to commencing any part of work; be required to submit for approval, all the test pieces for testing and the samples which may be called for by the Supervising Engineer and the **Contractor** shall under no circumstances commence any part of the work until he has received written authorization to do so from the Supervising Engineer.

ARTICLE 4.15: Tests and Analyses-Rejection of Materials

- 1 In case the samples submitted have to be tested or analyzed, this should be done at the Government laboratories only. The Government may, however, make test or analyses in other laboratories whether in Egypt or abroad and in all the above cases the decision of these laboratories shall be final.

Moreover, during the supply of the materials, the Authority reserves the right, at any time, to make analyses or tests of the materials in use in the work. If it should be established that the materials do not conform to the conditions of the specifications or to the samples, the **Contractor** shall immediately stop the

supply and he shall bear the cost of the analyses or tests. The Supervising Engineer shall make a report in which he shall indicate the result of the analyses or test, the cause of rejection, the nature and quantity of the materials rejected and the position which they occupy on the site of work.

- 2 This report shall be signed by the **Contractor** or his representative. If the **Contractor** or his representative refuse to sign this report or shall state therein the reason which justifies his opposition, failing which the report shall be notified to him and he shall submit his objections in writing, within a period of three days from the date of each notification to the Chairman, whose decision shall be final and without recourse.

Should the **Contractor** fail to submit his objections in writing within the said period of 3 days, the report shall be deemed to be accepted by him.

- 3 The **Contractor** shall in no case make use the materials rejected until a decision has been taken regarding them or until the report is considered as accepted, should be however in spite of the rejection of the materials make use of them, the Supervising Engineer shall stop the work and the **Contractor** shall not be entitled to make any claim for the period of stoppage nor for any corresponding extension of the period of the contract.

The rejected materials shall be removed from the site by the **Contractor** within a week from the advice sent to him notifying him of the final rejection of the materials or from the period of the report considered as accepted by him.

- 4 If the **Contractor** refuses or neglects to remove the materials within the said period, the Authority shall have the right to remove them to such place as the Authority may judge proper, and the **Contractor** shall bear the charges of transport and storage for which he has not the right to discuss with a minimum proportion 1/2% of price of the said rejected materials, as a storage expenses for every week delay or part of a week up to four weeks maximum. This fine is in addition to transport expenses. The Authority then, have the right to sell such materials and deduct the sums due to him from its price. The sale shall be in accordance with the Governmental Tendering and Bidding Regulations. The Authority shall not be responsible for any harm to the rejected materials caused by, fire or any other reason, till the date of handing over by the **Contractor**, or disposing of it by the Authority.

ARTICLE 4.16: Supplies

- 1 The supply of materials must be continuous and in sufficient quantities to ensure the completion of the work within the specified period.
- 2 The **Contractor** shall not encumber the public road with his supplies or with the materials resulting from excavations, demolition etc., and he shall submit to the regulations regarding the use and occupation of the public road in localities where these regulations are applicable and he shall be responsible for any contravention therefore. The **Contractor** shall notify the Authority periodically with any supplied or transported quantities of materials necessary for the works prior to the time of arriving to the site with sufficient time to check or examine them just at the time of storage.

ARTICLE 4.17: Materials Imported and Inspection

- 1 Materials of whatever description must be of the best quality obtainable according to their nature and origin as indicated in the Technical Specifications, and be in conformity with the samples. The **Contractor** shall produce a certificate of origin for all materials of foreign origin.

Materials of whatever description must be of the best quality obtainable according to their nature and origin as indicated in the Technical Specifications, and be in conformity with the samples. The **Contractor** shall produce a certificate of origin for all materials of foreign origin.

- 2 The **Contractor** shall arrange visits to the production sites of these materials and the equipment for 2 (two) trips every trip 4 (four) Engineers for a period of 14 (fourteen) days including the travel tickets and accommodation on the **Contractor** charge.
- 3 All materials & equipment necessary for the execution of the work transported from abroad on sea to the Harbors of the Arab Republic of Egypt, must be done by the General Society of the Sea Transportation in Cairo or by its permission on the account of the **Contractor**. This is in accordance with the Law No. 88/1959 of the establishment of the General Society of the Sea Transportation.

**ARTICLE 4.18: Employment of Materials not of the Dimensions
Originally Provided for:**

Should any of the articles or materials mentioned in the tender be unobtainable the **Contractor** may with the approval of the Authority in writing replace them by article or materials of better quality or of larger dimensions but without his being entitled to claim the difference in price;

Should materials of better quality or larger dimensions be unobtainable, and if the Authority agrees to the use of articles of inferior quality or smaller dimensions, the difference in prices shall be deducted from the **Contractor's** account and this difference shall be determined by the Chairman of the Authority who will take into consideration the price in this original tender.

**ARTICLE 4.19: Laborer's Laws - Insurance for Government and
Contractor Staff**

- 1 All the laborer's laws which are in force in Arab Republic of Egypt concerning the laborers working in the execution of this contract must be respected by the **Contractor**. In accordance with such laws, the **Contractor** shall insure his engineers, foremen, laborers, workmen and those of any of his Sub-**Contractors** against **work accidents** and **social insurance** with an approved insurance company. Three days at least before the date fixed for commencing work, the **Contractor shall present the insurance policy to the Authority**, otherwise it shall have the right to make this insurance on his account and responsibility.

- 2 The **Contractor** shall also provide **insurance** with an approved insurance company against decease, total or partial disfiguration or other for the Supervising Engineer.

The Supervisory Engineer will not exceed 8 (eight) Engineers, 4 (four) Assistant Engineers and Overseas, and 4 (four) agents "attendants".

The insurance must be contracted for a maximum sum of:

40,000 Egyptian. Pounds for Engineers.

20,000 Egyptian. Pounds for Assistant Engineers and Overseas.

4,000 Egyptian. Pounds for Attendants.

- 3 For laborers and workmen according to Egyptian law now in force.

These insurance must run from the beginning of the work until its provisional handover by the Authority.

ARTICLE 4.20: Temporary Laborers

The **Contractor** must undertake to employ not less than 25% of his workers from the temporary and seasonal workers whose names are listed at the labor office of the Ministry of Labor Affairs. Their pay will be on account of the **Contractor**, which pay will be deducted from the **Contractor's** dues by Authority.

ARTICLE 4.21: Holidays

The **Contractor** should watch the official holidays and all the other religious habits of the Arab Republic of Egypt and in particular working during the month of Ramadan which should end two hours before sunset.

ARTICLE 4.22: Apparatus, Materials and Equipment to be Supplied by the Contractor.

- 1 The **Contractor** shall supply at his own expenses all apparatus and instruments necessary for weighing, measuring, aligning as well as all apparatus and instruments which may be necessary for the progress of the work or its verification. The **Contractor** shall also supply at his own expense the laborers and necessary help required for the working of such apparatus and instruments.

All materials, tools, equipment, stores, kiosks, etc., provided by the **Contractor** during the execution of the work and stored in the building yard or in its neighborhood shall be used exclusively for the works indicated in these conditions by the **Contractor** or his representative and no part of these equipment, tools, materials, etc. shall be removed from the building yards or

workshops without the written authorization of the Authority. The **Contractor** shall under all circumstances be responsible for any damage or loss which may occur to the above mentioned Articles.

The Authority shall have the right to refuse these materials, equipment or tools, etc., which do not strictly conform with the present conditions.

- 2 On the completion of the works, all materials, equipment, tools, etc., shall be removed by the **Contractor** within the period and subject to the conditions to be fixed by the Authority.

ARTICLE 4.23: Removal of the Plant and Equipment

After completion of the work, the **Contractor** shall remove immediately the whole of his plant and shall clear up from yard all materials or rubbish arising from the work of construction.

In the event of this clearing up not being done within 30 days after the provisional acceptance, the Authority shall proceed therewith at the cost and risk of the **Contractor**, who shall have no right to contest this cost.

ARTICLE 4.24: Loading Test of Bridge

The Authority has the right to **test all parts of the work**, these tests shall be carried out generally in the month preceding the final acceptance of the work.

The **Contractor** shall be informed by registered letter of the tests and their dates. All expenses incurred in connection with the tests shall be borne by the **Contractor**, who shall likewise provide at his own cost the scaffoldings, gangways and all the materials, laborers, guards, etc., necessary for applying the measuring apparatus and proceeding with the examination of different parts of the work. The **Contractor** shall also bear the cost of the supply of the loading Test (sand-bags or other materials) and the application thereof.

In the event of tests made with rolling load such as rollers, vehicles, trucks, cars, etc. the rolling load will be supplied by the **Contractor** at his own expense together with the fuel and conductors.

[Section 5] **PRICES, MEASUREMENTS, PAYMENTS and
PRICE-VARIATIONS**

ARTICLE 5.01: Quantities and Prices-form of Schedule of Rates

- 1 The unit prices quoted by the Tenderer for the quantities, given in the Schedule of rates attached to the tender, as well as prices quoted in the said schedule, shall be stated in Egyptian Currency (pounds Egyptian and piasters).
- 2 Prices must be written in ink, figures and in words without erasures, scribbling or interpolating. Nevertheless any necessary correction must be made in red ink, and in this case the Tenderer must sign beside every correction he will make.
- 3 Prices shall include all patent rights and royalties and all outlays which may require for the execution of the work such as cutting, filling, sheet piling, lowering under ground water level, cofferdams, draining and pumping, all necessary soil investigations such as **borings**, undisturbed soil samples, studying and test reports about these samples, etc., as well as all charges for the supply of samples of all materials, transport, carriage, erection, labor, installation of tools and instruments, machines, mechanical mixers, barrows, buckets, timber, mixing floors for mortar, gauges, centering, shoring substantial and convenient scaffolding with cross bracing, cordage, plants, ladders and in general all Articles, equipment and labor whatsoever necessary for the due and complete execution of the work in accordance with proper engineering methods.
- 4 As prescribed in Article 3.08.5 the **Contractor** shall visit the site and make himself thoroughly acquainted with the nature and requirements of the work, and he shall in no case and under no pretext whatsoever require the reconsideration of his accepted prices.
- 5 The quantities shown in the Schedule of rates by the **Contractor** are approximate, and the settlement of accounts shall be made in accordance with the actual quantities of work effectively carried out.
- 6 The **Contractor** shall not modify any dimensions indicated in the approved Drawings without the written consent of the Supervisory Engineer. Otherwise any quantity used in excess, shall not be paid for..

ARTICLE 5.02: Prices of Materials and/or Works Included in the Schedule of Rates

- 1 Should the **Contractor** be requested to provide goods or materials selected from catalogues and which do not appear in the schedule of rates, he shall produce for accounting purposes, the original invoices of the suppliers. The **Contractor** shall add to the invoice price the expenses incurred such as freight charges, custom dues, commissions, etc., up to the site of the work and any other incidental expenses for putting the goods or materials into position. The **Contractor** shall submit in support of his invoices the necessary documents duly approved and certified by the Supervising Engineer.

The **Contractor** shall be allowed in all cases 5 (five) percent of the original cost price as profit.

When claiming reimbursement of transport charges by rail, the **Contractor** shall attach to his claim a freight note (Model No. R.E. 45) which the Egyptian State Railways will hand over to him on demand at the time when the goods are registered for dispatch.

In order to obtain this freight note from the State Railways Authority the **Contractor** must indicate on the consignment note that the goods are being sent for the account of the General Authority of Roads, Bridges and Land Transport.

As regards claims for repayment of freight on goods imported from abroad, these must be supported by a copy of the bill of loading or by any other document indicating the amount of the freight paid.

- 2 The Authority has the right to give the **Contractor** an order in writing to execute any necessary works to included in the schedule of rates, in such case the unit price shall be fixed by mutual agreement as mentioned in Article 3.12 of these Conditions.

ARTICLE 5.03: Measuring and Weighting

- 1 No work which shall mask or cover any other work which has been finished shall be carried out before the levels; measurements and dimensions of the preceding work have been taken by the Supervising Engineer in the presence of the **Contractor** or his representative and after it has been noted on the

memorandum of work done which shall be duly dated and signed by the Supervising Engineer and the **Contractor** or his Representative.

- 2 No work shall be written in the log book before it is checked and certified to be correct by the Supervising Engineer.

The necessary measurements for the finished quantities shall be taken gradually according to the progress of the work by the Supervising Engineer in the presence of the **Contractor** or his representative, and shall be signed by both of them.

If the **Contractor** or his representative shall not attend the said measurements or refuse to sign the log-book, mentioned thereof shall be made in the said book. The **Contractor** shall have the right in this case to submit to the Chairman of the Authority whose decision shall be final, his objection within 3 days from the date of his being notified to sign the book. Should he fail to do within the prescribed period, the writing in the log-book shall be deemed to be accepted by him.

- 3 Unless contrary and special indications are specified in the schedule of rates, all work shall be measured geometrically and all empty spaces deducted.
- 4 **Filling** shall be measured by the space left after the excavations. Digging work and transport of earth shall be measured by the empty spaces left by the excavations without taking into account the swelling of earth taken out of the excavations.
- 5 Decimals should be taken as follows:

Only two decimals for lengths measured by meters.

Only two decimals for areas measured by square meters.

Only three decimals for cubes measured by cubic meters.

Only three decimals for weights measured by tons.

ARTICLE 5.04: Fluctuations of Prices

- 1 All unit prices should be based upon the level of prices **in the day of opening of Tenders**, according to this base, the differences of prices will be valid.
- 2 Should any increase or decrease in the official prices of the local materials which will be remained permanently in the structure of the bridge, take place in Arab Republic of Egypt by official order the net differences in prices are to be paid by or refunded to the Authority respectively.

Any fluctuation of prices of materials in the free market are not taken into consideration and the **Contractor** shall bear any extra charges due to the increase in the prices of fuel; equipment, transport and labor and he shall not be entitled to claim any increase in his prices in this respect.

ARTICLE 5.05: Custom Duties

No exemption from custom dues, quay, harbor dues or any other stamp duties shall be granted to the **Contractor** nor any free transport or reduced transport charges. Should these dues, by modification of Tariffs, increased or lowered during the fixed period of execution of the work, the Authority will bear the amount of the increase, on condition that the **Contractor** shall prove that increased dues have been collected. As to decrease of dues, the Amount thereof shall be deducted from the value of the **Contractor**. However in case of delay in delivery, the **Contractor** shall bear any increase in the said dues assuring after the date fixed for delivery, while any decrease occurring after the said date shall be deducted from his account.

ARTICLE 5.06: Duties Required to the Mines and Quarries Department

The **Contractor** shall comply with the stipulations of the law 86 of 1956 concerning the mines and quarries and any subsequent law and shall also comply with the instructions and regulations of the mines and quarries Department.

The Authority shall deduct from the payment due to the **Contractor** any such duties for the borrowed materials according to the Law 86 of 1956. The following duties (in piasters) for the quarried materials shall be paid at the end of

each six month period according to Article 27 of this law.

Duties in piasters		Material Quarried
per ton	per meter cube	
1.5	2.0	Limestone, sandstone or similar.
—	10.0	Dressed limestone, Sandstone or similar
5.0	7.5	Clayey or silty material
5.0	7.5	Gypsum and anhydrite
—	2.0	Gravel, Sand, Silts (excluding materials cleared from rivers, canals)
20.0	—	Pumice stones
10.0	15.0	Glass sands
—	20.0	Granite, or marble stones
—	60.0	Dressed granite or marble stones
—	10.0	Basalt stone
—	20.0	Dressed basalt stone

The **Contractor** shall follow the local laws in these respect if it differs than that above mentioned table.

ARTICLE 5.07: Conditions of Payment

1 Firstly:

Advance Payment.

The Authority fix the advance payment by 20% of the total amount of Tender, in local currency.

Repayment for Advance Payment

The Employer will make an interest-free advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works in an amount named in the Letter of Acceptance, payable in local currencies of the Contract Price.

Payment of such advance amount will be due under separate certification by the Supervising Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Article 1.11; and (c) provision by the Contractor of an unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment.

Such Bank Guarantee shall remain effective until the advance payment has been repaid pursuant to the paragraph below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates issued in accordance with this Clause.

The Advance Payment shall be repaid through 10 percent of deductions from the interim payments certified by the Supervising Engineer in accordance with this Clause. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all interim payments certified to the Contractor has reached the 50 percent of the Contract Price until such time as the advance payment has been repaid.

2 Secondly:

a) Monthly payment shall be affected as follows:

On the lapse of every month, the **Contractor** shall submit to the Supervising Engineer a schedule showing the parts of the work completely executed in

accordance with the General and Technical Specifications,, as well as a list of all materials necessary for carrying out the work and which may be stored either on the site of work or in the **Contractor's** stores.

The Supervising Engineer shall then check these lists and sign them if he finds them correct and true. The temporary monthly statement shall be arranged according to these lists.

The statements will indicate the parts of the work executed as follows:

- a.) Executed work - By "executed work" is meant all such work whose volumes, areas or weights have already been settled finally by the Authority.
 - b.) Current work-by "current work" is meant all such work whose volumes area or weights not be measured exactly until the work is finally completed.
 - c.) Supply of Materials. This means all materials supplied for the execution of the work mentioned in these conditions which may be on the site of the work or stored in the **Contractor's** stores.
- 3 The prices that shall be allotted for materials in each monthly statement for the quantities of work executed or for current works, shall be those mentioned in the schedule of rates. In case these materials are not expressly provided for in the Schedule of Rates, their prices shall be fixed on the basis of duty forms, if imported from abroad or their current market price in Cairo, if purchased locally.

Material on Site

- 4 Monthly statements made to the **Contractor** shall be to the extent of 75% (seventy five percent) of the value of the **materials** supplied in accordance with the provisions of the **Contractor** for use in the permanent work delivered **to the site** and still being thereon and properly housed and protected and shall be 95% (ninety five percent) of the price of the work executed. The 5% (five percent) retained on the price of the work, shall be paid to the **Contractor** after the provisional acceptance of the work.

If however, the provisional acceptance is delayed for reasons beyond the **Contractor's** control while the works are operating satisfactorily, the Authority may not retain this 5 percent, provided the **Contractor** lodges a letter of guarantee for the amount thereof, in the same manner and subjected to the same conditions laid down in Article II. 02 for the guarantee deposit.

The succeeded Tenderer shall submit to the Authority within 3 months after receiving the Letter of Acceptance the List of Expected Material on Site by which the Contractor shall request the payment of Materials on Site on each month. The list shall be attached details of breakdown of unit price of pay items where the Contractor shall show the reasonable price of the materials within the pay items. The Authority has a right to select or to reject such applicable items for Materials on Site.

- 5 The Authority has the right to arrange the payments in a different way due to the **Contractor** for the completed executed works, if it is obligatory. It has also the right to retain such payments, if the Authority finds that the progress of the work, or the behavior of the **Contractor** or his representatives is not satisfactory. the sum which may be paid monthly to the **Contractor** shall be equal to the difference between all amounts due and all amounts previously received by him.
- 6 If any permanent works which have been properly executed on site (not abroad) by the **Contractor**, shall before the date of final acceptance be destroyed or damaged by "Force Majeure" such as earthquake, ware or civil commotion (unless civil commotion occurs among the employees of the **Contractor** or his Sub-Contractors) etc. then the expenses incurred by the **Contractor** in reconstructing the works destroyed or damaged shall be paid to the **Contractor** by the Authority party.

Minimum Amount to be Paid as Monthly Payment

In the event of the volume of the completed and accepted work of A month will not reach to L.E. two million, the payment of the month will be paid in the following month where the volume of the accepted work comes more than L.E. two millions, without any interests due to this treatment .

(b) Final Accounts

- 7 When the work has been provisionally accepted by the Authority, the **Contractor** shall submit to the Supervising Engineer his final account for all works executed.

Retention Money

- 8 The Authority shall pay to the **Contractor** all money due including the five percent held monthly in respect of the work executed on receipt of his final accounts duly countersigned by the Supervising Engineer.
- 9 As to the **Guarantee Deposit**, it shall be refunded after the final acceptance of the work. (Warranty Bond)

(c) Acceptance of Documents by the Contractor

- 10 The measurements, memorandum of work done, progress, official reports and final reports shall be settled in agreement with the **Contractor** and handed over to him or his representative for acceptance.

In case of refusal of acceptance by the **Contractor** he shall within 10 days, following on the communication of the said documents state his reasons in writing to the Chairman of the Authority, whose decision shall be final and without recourse failing which these documents shall be deemed to be accepted by the **Contractor**. The **Contractor** shall be entitled to take or to have made copies of the documents.

(d) Taxes and Stamp Duty

- 11 This contract is subject to taxes in accordance with the Egyptian Laws and regulations including **stamp duty**.

All payments to the **Contractor** whether on account or otherwise shall be subject to the deduction of **stamp duty** according to the rates set by the Law No. 224 of 1951 or any subsequent modification thereof.

ARTICLE 5.08: Provisional Acceptance (Substantial Completion)

1. When the whole of the Works have been substantially completed and have satisfactorily passed any Test on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Supervising Engineer, with a copy to the Employer accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Supervising Engineer to issue a Provisional Acceptance (Taking-Over) Certificate in respect of the Works.

The Supervising Engineer shall within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Provisional Acceptance (Taking-Over) Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Supervising Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Supervising Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Provisional Acceptance (Taking-Over) Certificate within 21 days of completion, to the satisfaction of the Supervising Engineer, of the Works so specified and remedying any defects so notified.

2. If the Work is found satisfactory, a **process-verbal** of provisional acceptance shall be made in triplicate, a copy of which shall be handed to the **Contractor** or his representative if present.
3. If the provisional acceptance has taken place in absence of the **Contractor** or his representative, mention thereof shall be made in the official report, a copy of which shall be notified to him.
4. As regards the signature of the **process-verbal** and the possible objections on the part of the **Contractor**, the following provisions as regards the signature of the accounts, shall apply.

After the provisional acceptance, the accounts for the whole enterprise shall be proceeded with and a statement shall be prepared into which shall be brought all the works accepted in accordance with the quantities actually used up, and

independently of the quantities which may have been brought forward from the monthly statements. The **Contractor** or his representative shall be invited by registered letter to attend the verification and signature of this statement.

- 5 If the **Contractor** disagrees with this statement of works and refuses to sign it he may submit his objections to the Chairman of the Authority in writing within ten days from the date of the aforesaid letter and his decision shall be final and without recourse.

If the period of ten days elapses without any objection having been raised, the statement shall be deemed to have been accepted by the **Contractor** who shall not be entitled to make any claim in respect thereof before any other Authority judicial or otherwise.

- 6 The final account shall be made out on the basis of this statement subject to the provisions of Article. 5.01 which exclude payment for quantities in excess of the quantitative estimate and of the approved Drawings without an order in writing from the Authority.
- 7 Any balance due to the **Contractor** after deduction of all sums paid on the basis of this statement shall be settled in the ordinary way.

Any sum which may have been paid to the **Contractor** in excess of that which is due to him shall be refunded by him to the Authority.

ARTICLE 5.09: Period of Guarantee

- 1 The period of guarantee shall be **12 months** dating from the provisional acceptance up to the final acceptance of the works according to Article. 5.08 and Article. 5.10.

During this period, the **Contractor** shall maintain the work in perfect repair and good condition and shall make good all defects arising from the bad quality of the materials or from bad workmanship. If during the said period any defects shall appear in any part of the work due either to defective materials, parts or workmanship, or to any cause for which the **Contractor** is responsible under any of the provisions of the contract, the Authority shall have the right to require such part to be replaced or otherwise made good by the **Contractor** at his expense even though such defects shall not have caused any actual breakdown or failure.

- 2 If the **Contractor** shall fail to carry out such repairs or replacements immediately on the demand of the Authority. The Authority shall have the right to execute them, or cause them to be executed in such manner as it may order and at the **Contractor's** risk and expense and the cost thereof incurred by the Authority shall be repaid forthwith by the **Contractor** to the Authority on its demand without any other formality or juridical proceedings.
- 3 If the **Contractor** shall fail to repay the said cost on any part thereof as aforesaid, the amount thereof shall be deducted from the **Guarantee Deposit** or any other sums due or that may become due to the **Contractor** by the Authority or the Government under this or any other **Contractor** otherwise. The said period of guarantee shall not prejudice or in any way limit the ten year's guarantee imposed on the **Contractor** by the Provisions of the Egyptian Civil Code.

ARTICLE 5.10: Final Acceptance (Final Completion)

- 1 After the expiration of the period of guarantee the Authority shall proceed with the tests as provided there for in Article 4.24 and the Technical Specifications, . If the examination of the works and their tests prove satisfactory, the Authority shall then proceed with the final acceptance.
- 2 If any defects are discovered in the work, the final acceptance shall be postponed and the **Contractor** shall be required in writing to repair or remove them within the period that shall be fixed for him by the Chairman of the Authority.

If at the expiration of this period, such repair or removal has not been effected. The Authority shall carry them out at the **Contractor's** expense and deduct their cost from the sums due to the **Contractor** by the Authority or the Government and he shall has no right to contest against this formality. This shall not diminish his responsibility according to the provisions of the Egyptian Civil Code.
- 3 A **process-verbal of final acceptance** shall be made out in accordance with the rules and conditions detailed in Article. 5.0.8, accordingly the Authority has to pay to the **Contractor** the sums due to him and refund the guarantee deposit or what remains of it.

[Section 6] **CONSTITUTION, INTERPRETATION, CANCELLATION
OF CONTRACT**

ARTICLE 6.01: Constitution of the Contract

The Contract Document is formed of the present ¹General Conditions, ²Technical Specifications, ³of any specifications, ⁴Drawings, ⁵Special details given in any document annexed thereto (Addendum) , together with the signed ⁶Form of Contract and ⁷any lists or tender letter and ⁸the Acceptance Letter by the Authority thereof. Such being indivisibly considered as one unit constituting the contract and are together refers to as “the **Contract Documents**” which expression shall include, where the contract required or permits, any specifications and or drawing issued by the Authority or supplied by the **Contractor** and approved by the Authority under the Contract Conditions.

ARTICLE 6.02: Interpretation of Contract

In interpreting the contract all the said documents shall be read together, but in case of any discrepancy about technical matters between the Technical Specifications and Drawings, the Technical Specifications shall prevail in respect with the Qualities and Construction Requirement. While the Drawings shall govern in respect of Location and Size. The applicability affected by the fact that its application is provided for in some of such cases and not in others.

The headings given to the various Articles or items shall not effect in any way the interpretation thereof, they are simply intended to facilitate searching for any provision required.

ARTICLE 6.03: Cancellation of Contractor Withdrawal of the Work from the Contractor

1. In addition to the cases of cancellation specially mentioned in other Articles of the Conditions and Specification and apart from any other right reserved to the provisions of the said conditions and specifications or according to the Law, the Contract may **be canceled** by the Chairman of the Authority whose decision

shall be final and without recourse in any of the following cases in amplification and not to limitation of rights of the Government under the Civil Code:

- 1.a) If the **Contractor** fails to commence the work promptly upon receipt of a written order to do so, or fails to carry on the work with due dispatch, that the Authority find it impossible for him to finish the work within the period fixed therefore.
- 1.b) If the **Contractor** stops the work entirely or abandons it for a period exceeding 15 days unless on account of Force Majeure duly established and notified in writing immediately to the Chairman of the Authority.
- 1.c) If the **Contractor** (whether in Arab Republic of Egypt or elsewhere) becomes bankrupt or submits his petition for declaration of bankruptcy or compromises with his creditors or being a company enters into liquidation whether compulsory or voluntary except voluntary liquidation for reconstruction on lines approved in writing by the Government or becomes notoriously involved or being a partnership goes into dissolution.
- 1.d) If the **Contractor** commits or suffers to commit any other serious or willful breach of any of the provisions of the Contract his part to be performed or observed, and shall persist in any of the above mentioned breaches of the contract for fifteen days after notice in writing shall have been given by the Chairman of the Authority to the **Contractor** requiring such breach to be remedied even if such breach is not specified as a cause for the cancellation of the **Contractor** the withdrawal of the work.
- 1.e) In case of fraud or attempted fraud by the **Contractor** or any of his representatives, employees or workmen.
- 1.f) If it is proved that the **Contractor**, by himself, or by any body connected with him, and either by direct or indirect way begin to bribe any employee, clerk, worker of the Authority or to act in relation with such employee, clerk, worker of the Authority against the Authority. In this case the Authority will exclude the **Contractor**'s name and notify the Ministry of Finance for this aspect to publish this decision and take the judicial formalities against him.
- 1.g) In case of unauthorized **transfer of the whole or parts of the work** or the sums due to the **Contractor**.

- 1.h) If the **Contractor** fails to execute the works in conformity with the contract.
- 1.i) If the **Contractor** fails to supply or construct sufficient or suitable plant; temporary works, labor, materials or supplies to enable the permanent work to be executed promptly and uninterruptedly.
- 1.j) If any claim regarding his exclusive rights to a device or process used by the **Contractor** in the work causes the stoppage of the work, whether such stoppage has been ordered by legal authorities or otherwise.
- 2 The Cancellation of the **Contractor** the withdrawal of work in all cases shall be effected by registered letter to the **Contractor** and shall be valid without any legal or other formality to judicial proceeding whatsoever.
- 3 The Cancellation of the Contract shall have the following results:

The amount of the guarantee deposit shall ipso-facto and without any legal or other formality or recourse to judicial proceedings or further formality or proof of damage be forfeited to the Authority. The Authority also reserves the right to recover from the **Contractor** all losses in excess of the Guarantee Deposit incurred to the cancellation of the **Contractor** the withdrawal of the work from the **Contractor**.
- 4 The **withdrawal of the work**, shall have the following results: the Authority may cause all or part of the uncompleted works to be completed either departmentally or by way of public adjudication or by private treaty at the expense and risk, of the defaulting **Contractor** complying with the Laws and Codes in force. If the execution of these works at the expense of the **Contractor** resulted in some savings, these savings will be the right of the Authority and not of the **Contractor**.
- 5 Procedure of withdrawal of the work:
 - 5.a.) An inventory shall be made of the work executed and of the materials supplied on the site.
 - 5.b.) The inventory shall be made by the Supervising Engineer in presence of the **Contractor** or his representative who shall be notified by registered mail of the fixed date for the said inventory.

5. c.) Should the **Contractor** or his representative fail to attend the inventory on the fixed date, such inventory shall be proceeded during his absence and finding of the Authority shall be final and incontestable.
5. d.) Materials and supplies arranged for use shall not be counted except after being revised and accepted by the representative of the Authority; on condition that such quantities are not more than required for the completion of the work and are totally suitable for use.
5. e.) If the **Contractor** part of its is in lump sum, finished works shall be evaluated according to the Schedule of Rates, attached by the **Contractor** with his tender for the estimation of the monthly payments. Works not mentioned in the said Schedule of Rates shall be evaluated according to his prescriptions of Article. 5.02 of these conditions.
5. f.) The **Contractor or his representative** shall sign this inventory. If the **Contractor** or his representative does not agree to the said inventory and refuses, to sign the same, he shall put down in writing his objection or reasons for disagreement at the foot of the inventory.
5. g.) If the **Contractor** or his representative fails to do so, the inventory shall be sent to him by registered mail and he shall within ten days of his due notice, forward his objections to the Chairman of the Authority, whose decision in this respect shall be final. The same shall be followed in case the inventory is being done in the absence of the **Contractor** or his representative.
5. h.) An account shall be made at the **Contractor's** expense of all work done and he shall pay the Authority all the losses incurred through the completion of the un-executed work or any other losses according to the conditions of this contract.

However, in the event the Authority finds and their findings are incontestable that the nonconformity of the execution of work with requirements of the Contract by the **Contractor** was not due to his fault, negligence or mismanagement on condition that he has notified the Authority (in due time of satisfactorily reasons thereof) the Authority may, but under no obligations whatsoever, withdraw some or all of their subsequent cancellation of the Contract.

- 6 The Authority shall have the right to retain and use all or any of the temporary works, buildings, machinery, plant parts, materials and stock upon the works and or purchase or cause to be purchased machinery, plant parts, and materials

and or employer cause to be employed labor and supervision, without being in any case responsible to the **Contractor** or others for damage or injury to or depreciation in the value of any of such temporary works, buildings, machinery plant parts, materials or stock as aforesaid, and without being responsible for any amount due to others on the said temporary works, buildings, machinery, plant, parts of materials.

- 7 The Authority shall also have the right to use for the completion of the work any device or process on which the **Contractor** may have a patent without paying any indemnity, damage or cost for such use. The Authority shall also have the right to retain, even after completion of the work, all or some of the machinery or parts thereof as a Guarantee for any sum due to them against the **Contractor**. The **Contractor** shall pay to the Authority the sums incurred through any losses or any excess in expenditures over the Contract Value, including administrative expenses the Authority will bear due to the withdrawal of the work and its execution by another **Contractor** or departmentally with their own workmen and equipment.
- 8 The administrative expenses shall be 10% of the total cost of undone or unfinished work in case the work is executed by another **Contractor** and 20% of the total cost if executed departmentally.
- 9 The Authority may therefore cease to pay any sums due to the **Contractor** until the final balance of these losses and administrative expenses is settled. The Authority may also sell the machinery, materials or parts thereof brought to the site by the **Contractor** on behalf and at the sole risk and expense of the **Contractor** as they see fit and without the Authority being responsible for any losses that may arise through the said sale. The **Contractor** shall have no right to object to the manner of sale or dispute the prices the Authority may get in selling the aforesaid materials or equipment.
- 10 The Authority shall not be obliged to take all the equipment brought to the site by the **Contractor** but shall only use these required for the completion of the work on condition that they are suitable for service. As to the remainder, the **Contractor** shall remove from the site.
- 11 The period of guarantee for finished work shall start with the date of the provisional acceptance taking over of all the work after completion of unfinished parts thereof.

12. In case of "Force Majeure" such as war etc. during the agreed period of execution which may render the completion of the work by the **Contractor** extremely difficult or incurs upon the **Contractor** unjustifiable burdens, the Authority may either cancel the Contract allow the **Contractor** ----- to complete the work and pay him an agreed compensation to make the completion of the work possible and convenient.
13. If the contract is consequently canceled the Authority will pay the **Contractor** the costs of all works executed on site and of all materials stored on site. (Unless these works and materials are not complying with the specifications) and also all costs and expenditure incurred by the **Contractor** in consequence of or in connection with such cancellation after reimbursement of advance payment or other claims due to the Authority.

ARTICLE 6.04: Official Regulation for Tendering and Bidding

The regulation of the Tenders and Bidding of the Egyptian Government is considered as complying to the General Condition of this tender.

[Section 7] ARBITRATION CLAUSE

7.01 Arbitration

At any time a dispute shall arise between the Authority and a **foreign Contractor** about contract conditions whatsoever, such dispute may be submitted to final settlement by arbitration, but as a condition precedent to any such submission each party shall give one month's notice of his intention in writing to the other party.

In such dispute, which shall not have been settled by mutual agreement shall be referred to two arbitrators, one of whom shall be chosen by each of the Citizens of his country, and an umpire who shall be chosen by the Egyptian Counsel of State proceeding with arbitration. Each party shall nominate its arbitrator within thirty days of being requested in writing by the other party to do and in the event of one of the parties failing to nominate his arbitrator within the said time limit, then the other party may request the Egyptian Counsel of State to nominate the said arbitrator.

In all cases the arbitrators and the umpire cannot be members of the staff or in employ of the contracting parties and the umpire shall be a technical expert of world renown and of a nationality other of that of the two contracting parties. The decision of the arbitrators or in case of a difference of opinion between them the decision of the umpire shall be final. The place of arbitration must be in Cairo, Egypt and the Committee of arbitration has only to appreciate the Egyptian Law.

If the **Contractor** is **Egyptian**, all these clauses shall be binding, and the umpire of the arbitration shall be Egyptian. If the **Contractor** is a company of the Public Sector, stipulations of the Law No. 60/1971 concerning the General Organizations and Public Sector's companies shall be prevailing.

S A M P L E F O R M S

TABLE of FORMS

FORM "A" Form of Tender	1
FORM "B" Form of Contract	2
FORM "C" Form of Letter of Guarantee for Provisional Deposit	3
FORM "D" Form of Letter of Guarantee for the Guarantee Deposit	4
FORM "E" Form of Bank Guarantee for Advance Payment	5
FORM "I" Form of Taking-Over Certificate	6
FORM "J" Form of Defects Liability Certificate	7

Form of Tender

To Chairman,
General Authority for Roads and Bridges
Cairo, Egypt

Sir,

Form of Tender for the Construction of _____
_____ at _____ I/We _____ the undersigned of
_____ Nationality, residing/established
_____ represented in Egypt by _____
_____ whose address is _____

declare to have perused the clauses of the General and Technical Conditions and seen the plans details, designs and drawings which I/we have carefully examined and duly noted.

I/We undertake to execute the above work in accordance with the conditions, plans, designs, drawings, details, etc., attached hereto.

I/We declare to accept for the execution of this work the sum arrived at by applying the prices of the schedule of rates to the quantities of work actually carried out.

I/We have lodged with the _____
_____ the sum of _____
being the amount of Provisional Deposit required under Art. 1.11 of the General Conditions.

I/We agree to hold my/our tender (original or modified) valid and irrevocable since dispatching it regardless of the time of its receipt by the Authority and up to the end for a period of three months to be reckoned from the date and time fixed for the latest. Reception of tenders and furthermore until I/we withdraw my/our tender or deposit in accordance with Article 1. 12 of the General Conditions.

I/We undertake to complete the sections of the work as follows:

Sections	Amount in Figures and Words
_____	_____
_____	_____

~~I/We declare to accept the ceiling limit as above pursuant to Article 5.11 of General Conditions:~~

Form of Contract

Contract for the Building of a Bridge over _____

Between:

The General Authority for Roads and Bridges of the Ministry of Transport and Communications, duly represented by _____

hereinafter called the Authority on the one part and _____

of _____ nationality _____ living at _____ street
_____ No. _____

hereinafter called the Contractor on the other part. It has been agreed that:

Art. 1. The Contractor undertakes to construct Approach for Suez Canal Bridge, and its approaches over the _____ at _____ in the position shown in the plan No. _____ and this is according with the schedule of rates attached to this tender, amounting approximately to L.E. _____.

The Contractor shall be paid for work actually carried out in accordance with the unit prices indicated in the attached schedule of rates.

Art. 2. The work shall be carried out in accordance with the General and Technical Conditions, plans, designs, drawings, explanatory notes and the programme of work included in the tender and approved by the Authority as also in accordance with the supplementary detailed drawings which may be requested for later by the Authority and approved by it; and in accordance with the clauses, conditions and particulars contained in it.

Made in duplicate in Cairo, one copy being in possession of each of the two parties this _____ day of _____

Contractor,

for the Authority,

Form of Letter of Guarantee for Provisional Deposit
(See Article Titled "Provisional Deposit" in the Preceding General Conditions)

To Chairman,
General Authority for Roads and Bridges
Cairo, Egypt

Sir,

With reference to the tender of Messrs. _____
dated the _____ 19__ to the General Authority for Roads and Bridges for the
construction of _____
we hereby undertake to hold at the disposal of the said Authority as PROVISIONAL DEPOSIT
free of interest and payable in cash on the Authority first demand, and notwithstanding any
contestation by the tenderer, the sum of (x) _____

This undertaking remains in force until the tender is decided upon and (in the event of
the whole or any part of the tender being accepted) until such time as Messrs. _____
_____ have provided such FINAL GUARANTEE DEPOSIT as may be required by the said
Authority.

(Signature)___

Date _____, 19__

() Amount to be stated in figures and in words.

- Note. 1. This form is only a specimen and must not be filled in by Bankers or Tenderers; it may be detached from the conditions.
2. Approved Banks, when issuing or endorsing Letters of Guarantee, should certify that the maximum limit, authorized for them by the Egyptian Ministry of Treasury has not been exceeded.
3. Should the issuing Bank wish to add a clause specifying date of expiration of the Letter of Guarantee, this may be done but the date so specified must be at least one month subsequent to the date on which the tender is decided upon.

FORM OF LETTER GUARANTEE FOR THE GUARANTEE DEPOSIT

(See Article 5.09 "Guarantee Deposit" in the Preceding General Condition)

To Chairman,
General Authority for Roads and Bridges
Cairo, Egypt

Sir,

With reference to the contract of Messrs. _____
No. _____ dated the _____ 19__ with the General Authority for Roads and
Bridges for the construction of _____ we hereby undertake to hold at the
disposal of the said Authority as GUARANTEE DEPOSIT, free of interest and payable in cash
on the Authority first demand, notwithstanding any contestation by the Contractor, the sum of
(x) _____

This undertaking remains in force until the contract has been completely carried out to
the satisfaction of the said Authority.

(Signature) _____

Date _____, 19__

(x) Amount to be stated in figures and words

- Note. 1. This form is only a specimen and must not be filled in by Bankers or Contractors.
It may be detached from the Conditions.
2. Should the issuing Bank wish to add a clause specifying a date of expiration of the
Letter of Guarantee, this may be done but the date so specified must be at last six
months subsequent to the "date fixed" for the completion of the contract. In arriving
at the "date fixed" banks must take into account any period after delivery for which
the Contractor is required to maintain his Guarantee Deposit.
3. Approved Banks, when issuing or endorsing Letters of Guarantee, should certify
that the maximum limit, authorized for them by the Egyptian Ministry of Treasury,
has not been exceeded.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]
_____ [address of Employer]
_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Particular Conditions, "Advance Payment" of the above-mentioned Contract, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee] _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of Guarantee]¹ _____ [in words]

We further agree that no change or addition to or other modification of the term of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly, _____

Signature and Seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

¹ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payments, and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the employer.

Taking-Over Certificate
(Substantial Completion Certificate)

To The Contractor
cc The Employer

Dear Sirs

(Contract Name)

Having received your written undertaking date to finish any outstanding work during the Defects Liability Period we certify in accordance with the provisions of Article 5.08 of the General Conditions that the (Section/parts/whole of the) Works (listed below) were substantially completed on(date)

In addition we also certify that your responsibility for "Preservation of Works" under Article 5.07 of the General Conditions ceases on the(date of letter).

Your attention is however drawn to you confirming responsibilities for the items under the Defects Liability schedule (attached) including all associated materials and Plant - Article 5.09 refers.

The Defects Liability Period (for the Sections/parts of the Works so listed) will therefore expire on(date).

A schedule is attached which relates to outstanding work.

Yours faithfully,

(Name of Supervising Engineer)

Encl.: Defects Liability Schedule

Defects Liability Certificate

(Refer to Article 5.10 of General Conditions 'Process -Verbal of Final Acceptance')

To The Employer
cc The Contractor

Dear Sirs,

(Contract Name)

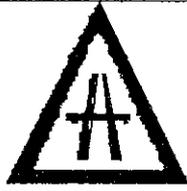
We certify in accordance with the provisions of Article 5.10 of the General Conditions that the Contractor completed his obligations to execute and complete the Works and remedy and defects therein to the Engineer's satisfaction on _____ (date).

We attach a copy of the Defects Liability Schedule indicating the dates when all outstanding items were completed to our satisfaction in compliance with the Contract.

Yours faithfully,

(Name of Supervising Engineer)

Encl.: Defects Liability Schedule



GENERAL AUTHORITY
FOR ROADS, BRIDGES AND LAND TRANSPORT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

THE PROJECT FOR CONSTRUCTION OF
THE SUEZ CANAL BRIDGE
IN EGYPT

PARTICULAR CONDITIONS

(Conditions of Contract : Part II)

(EGYPTIAN PORTIONS)

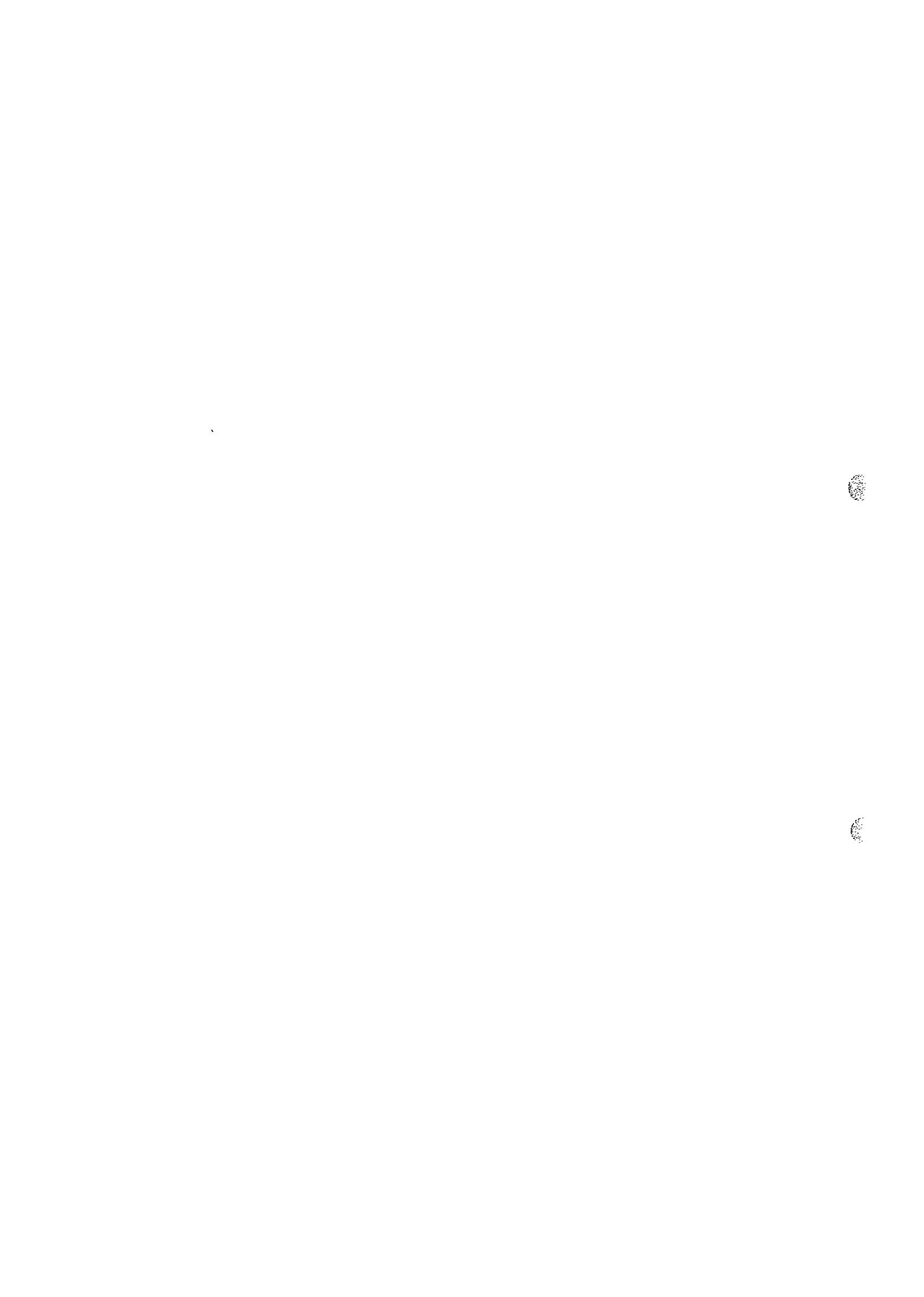
January 1997

PREPARED BY
PACIFIC CONSULTANTS INTERNATIONAL
CHODAI CO., LTD.

No Particular Conditions applied.







JICA