

ARAB REPUBLIC OF EGYPT

**MINISTRY OF WATER RESOURCES AND IRRIGATION
MECHANICAL AND ELECTRICAL DEPARTMENT
ON BEHALF OF
NORTH SINAI DEVELOPMENT ORGANIZATION**

NORTH SINAI DEVELOPMENT PROJECT

**CONVEYANCE SYSTEM OF
EL SHEIKH GABER EL SABBAAH CANAL
BETWEEN KM 108.466 AND KM 118.560
EL SALAAM NO.7 (BIR EL ABD) PUMPING STATION**

TENDER DOCUMENTS

VOLUME I-2

**CONDITIONS OF CONTRACT
(INTERNATIONAL)**

**PART I
GENERAL CONDITIONS**

**PART II
CONDITIONS OF PARTICULAR APPLICATION**

(month) 200x

NORTH SINAI DEVELOPMENT PROJECT

TENDER DOCUMENTS

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CONDITIONS OF CONTRACT

PART I

GENERAL CONDITIONS

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CONDITIONS OF CONTRACT

PART 1 – GENERAL CONDITIONS

DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- a. “Employer” means the party named in Part II who will employ the Contractor.
- b. “Contractor” means the person or persons, firm or firms, company or companies whose tender has been accepted by the Employer and includes the Contractor’s personal representatives, successors and permitted assignees.
- c. “Engineer” means the Engineer designated as such in Part II, or other Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract in place of the Engineer so designated.
- d. “Engineer’s Representative” means any resident Engineer or assistant of the Engineer appointed from time to time by the Employer or the Engineer with the consent of the Employer to perform the duties set forth in Clause 2 hereof, whose authority shall be notified in writing to the Contractor by the Engineer.
- e. “Works” shall include both Permanent Works and Temporary Works.
- f. “Contract” means the Conditions of Contract, Specification, Drawings, Priced Bill of Quantities, Schedule of Rates and Prices, if any, Appendices, Addenda, Tender, Minutes of Pre-award meetings, Letter of Acceptance and the signed Contract Agreement.
- g. “Contract Price” means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- h. “Constructional Plant” means all equipment of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Permanent Works.
- i. “Temporary Works” means all temporary works of every kind required in or about the execution or maintenance of the Works.
- j. “Permanent Works” means all permanent works (including Plant) to be executed and maintained in accordance with the Contract.
- k. “Specification” means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer.
- l. “Drawings” means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer (except as otherwise stated in Part II) and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

- m. "Site" means the land and other places on, under, in, or through which the Permanent Works or Temporary Works are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.
- n. "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.
- o. "Maintenance Certificate" (Certificate of Final Completion) means the Certificate issued by the Engineer and approved by the Employer certifying that the Works have been completed and maintained to the Engineer's satisfaction.
- p. "Plant" means machinery, equipment, apparatus and the like intended to form or forming part of the Permanent Works.

1.2 SINGULAR AND PLURAL

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

1.3 HEADINGS OR NOTES

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

1.4 COST

The word "Cost" shall be deemed to include overhead costs whether on or off the Site.

ENGINEER & ENGINEER'S REPRESENTATIVE

2. DUTIES AND POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

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

2.2 The Engineer's Representative shall be responsible to the Engineer and his duties are: to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the works. Neither the Engineer nor his Representative shall have authority to relieve the Contractor of any of his duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works or the Contract.

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

- a. Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reverse or vary such decision.

ASSIGNMENT AND SUB-CONTRACTING

3. ASSIGNMENT

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

4. SUB-CONTRACTING

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

CONTRACT DOCUMENTS

5.1 LANGUAGE/S AND LAW

There shall be stated in Part II of these Conditions:

- a. The language or languages in which the Contract documents shall be drawn up and,
- b. The country or state, the law of which is to apply to the Contract and according to which the Contract is to be construed.

If the said documents are written in more than one language, the language according to which the Contract is to be construed or interpreted shall also be designated in Part II, being therein designated the "Ruling Language".

5.2 DOCUMENTS MUTUALLY EXPLANATORY

Unless otherwise provided by the Contract, the provisions of the Conditions of Contract Part II shall prevail over those of any other documents (including Conditions of Contract Part I) forming part of the Contract. Subject to the foregoing, the several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities and discrepancies, the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon. Provided always that if in the opinion of the Contractor, compliance with any such instruction shall involve him in any cost, which by reason of any such ambiguity or discrepancy could not reasonably have been foreseen by him, the Contractor shall within fourteen days from the date of receiving such instructions give written notice of his intention to claim such costs to the Engineer and Employer. Upon receipt of such notice the Employer shall, after consultation with the Engineer, either reject the claim or authorize payment of such additional costs as shall be reasonably certified by the Engineer.

DRAWINGS

6.1 CUSTODY OF DRAWINGS

Unless otherwise provided by the Contract, the Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract, pursuant to Clause 62 hereof the Contractor shall return to the Engineer all drawings provided under the Contract. All documents provided to the Contractor under the Contract shall be used only with respect to the Works and shall not be used by the Contractor for any other purpose whatsoever.

Should the provisions of the Contract state that the Contractor shall provide drawings for specific works, the Contractor shall supply to the Engineer four copies of all Drawings, Specification and other relevant documents submitted by the Contractor and approved by the Engineer in accordance with Clause 7 together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition, the Contractor shall supply two further copies of such Drawings, Specifications and other documents to the Employer for his use.

6.2 ONE COPY OF DRAWINGS TO BE KEPT ON SITE

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

6.3 DISRUPTION OF PROGRESS

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

6.4 DELAYS & COST OF DELAY OF DRAWINGS

If, by reason of any failure or inability of the Engineer to issue within a reasonable time (as stipulated in Part II under Programme of Submittance) in all the circumstances any drawing or order requested by the Contractor in accordance with Sub-Clause (3) of this Clause, the Contractor suffers delay, and/or incurs additional costs then the Engineer shall after consultation with the Employer, take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 44 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

7. FURTHER DRAWINGS & INSTRUCTIONS

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

GENERAL OBLIGATIONS

8. CONTRACTOR'S GENERAL RESPONSIBILITIES

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

8.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all the designs, modifications, site operations and methods of construction, even if provided by the Engineer, unless commented upon, by the Contractor, in writing, within 21 days of receiving of such.

9. CONTRACT AGREEMENT

The Contractor shall when called upon so to do enter into and execute a Contract Agreement, in the form annexed with such modification as may be necessary, the cost of preparation of which shall be borne by the Contractor.

10.1 PERFORMANCE BOND

The Contractor shall obtain a bond or guarantee of a bank, according to Part II, to be jointly and severally bound with the Contractor to the Employer, in a sum not exceeding that stated in the Letter of Acceptance for such bond or guarantee, the said bank and the terms of the said bond or guarantee shall be such as shall be approved by the Employer. The obtaining of such bond or guarantee and the cost of the bond or guarantee to be so entered into shall be at the expense in all respects of the Contractor.

10.2 PERIOD FOR SUBMISSION

The Contractor shall submit such bond or guarantee to the Employer within twenty-eight days of receipt by the Contractor of a Letter of Acceptance of his tender, subject to any agreed modifications. The performance bond required, shall be in the form and amount shown in Part II of these conditions.

10.3 ADJUSTING VALUE OF PERFORMANCE BOND

If at any time the Engineer is of the opinion that the amount of actual payments made to the Contractor for work performed plus expected payments under the Contract would exceed the sum named in the Letter of Acceptance by more than the amount of the performance bond provided for above, the performance bond shall be increased accordingly, at the expense of the Contractor, as and when requested by the Engineer and within such time-limit as specified by him, so that the amount of the performance bond shall represent the percentage stated in the Appendix to Tender calculated on the basis of the aforesaid amount of actual and expected payments to the Contractor under the Contract.

10.4 PERIOD OF VALIDITY OF PERFORMANCE BOND

The performance bond shall remain valid until the Maintenance Certificate has been issued in accordance with the Contract and the said bond shall be returned to the issuer thereof or to the Contractor within the time stated in Part II.

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his Tender as to the nature of the hydrological and climatic conditions, the ground and sub-surface conditions (so far as is practicable and having taken into account any information in connection therewith which may have been provided by or on behalf of the Employer provided always that the Contractor shall be responsible for his own interpretation thereof) the form and nature of the Site, the extent and nature of works and materials necessary for the completion of the Works, the means of communication with and the

access to the Site, the accommodation he may require, and in general to have obtained for himself all necessary information (subject as above-mentioned) as to risks, contingencies and all other circumstances influencing or affecting his tender.

12.1 SUFFICIENCY OF TENDER

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

12.2 ADVERSE PHYSICAL CONDITIONS & ARTIFICIAL OBSTRUCTIONS

If, however, during the execution of the Works, the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions, which conditions or obstructions could, in his opinion, not have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the Engineer's Representative and if the Contractor is of the opinion that additional costs will be incurred as a result thereof, he shall, if he intends to make any claim for additional payment, give notice to the Employer as well as to the Engineer specifying the physical conditions and or artificial obstructions encountered, details of the anticipated effects thereof, the measures he is taking or proposing to take together with an estimate of the costs thereof and the extent of the anticipated delay or interference with the execution of the Works. Following receipt of such notice, the Engineer may inter alia:

- a. approve in writing such measures with or without modification,
- b. give written instructions as to how the physical conditions or artificial obstructions are to be dealt with.

12.3 No claim for additional costs in respect of such physical conditions or artificial obstructions shall be entertained unless notice as above mentioned has been served within the time specified in Clause 53.1.

12.4 To the extent that the Engineer is of the opinion that the whole or part of the aforesaid physical conditions or artificial obstructions, could not reasonably have been foreseen by an experienced contractor, the Contractor shall be paid such sum, as may be certified by the Engineer, representing the additional costs reasonably incurred by the Contractor as a result of encountering the said conditions or obstructions.

13. WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT

The Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take

instructions and directions only from the Engineer or, from the Engineer's Representative subject to the limitations referred to in Clause 2 hereof.

If the Contractor is of the opinion that any instruction or direction issued by the Engineer under this Clause is such as would entitle him to additional payment on the grounds that such instruction or direction is not within the purview of the Contract or can not be reconciled with its expressed or implied terms unless it is considered as a variation to the Contract, then, without prejudice to the obligation of the Contractor to comply with such instruction or direction, the Contractor shall, within 14 days upon receipt of same, give notice to the Employer and the Engineer of his intention to claim additional payment and furnish within twenty eight days from the date of issue of the instruction or direction in question particulars of such claim. Should the Contractor fail to comply with these requirements, he shall be deemed to have waived any claim arising from such instruction or direction of the Engineer.

14.1 PROGRAMME TO BE SUBMITTED

The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, submit to the Engineer for his approval a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the 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.

14.2 REVISED PROGRAMME

If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which approval has been given under Sub-clause 14.1, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the time for completion, as defined in Clause 43 hereafter.

14.3 CASH FLOW ESTIMATE TO BE SUBMITTED

The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor considers that he 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 Engineer.

14.4 CONTRACTOR NOT RELIEVED OF DUTIES OR RESPONSIBILITIES

The submission to and approval by the Engineer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

14.5 MONTHLY REPORT

The Contractor shall at the end of each calendar month submit two copies of the monthly report to the Engineer showing the actual progress of the works as compared with that scheduled.

This report shall also include details of manpower, material, Plant and Constructional Plant on Site, shipment details received on site and any other details and requirements which may be requested by the Engineer. The layout and format of the report shall be to the approval of the Engineer.

Six other copies should be delivered at the same time to the Employer.

15. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall, as soon as practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the agent from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer or the Engineer's Representative subject to the limitations of Clause 2 hereof.

16. CONTRACTOR'S EMPLOYEES

16.1 The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works:

- a. only such technical assistants as are skilled and experienced in their respective calling and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
- b. such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

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

17. SETTING –OUT

The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer or the Engineer's Representative, shall, at his own cost, rectify such error to the satisfaction of the Engineer or the Engineer's Representative, unless such error is based on incorrect data supplied in writing by the Engineer or Engineer's Representative, in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting-out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting-out the Works.

18. BOREHOLES & EXPLORATORY EXCAVATION

If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition order under the provisions of Clause 51 hereof, unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

19. SAFETY, SECURITY & PROTECTION OF THE ENVIRONMENT

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a. have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state appropriate to the avoidance of danger to such persons, and
- b. provide and maintain at his own cost all lights, guards, fencing, fire protection warning signs and watching etc., when and where necessary or required by the Engineer or by any duly constituted authority, and as stated in Part II, for the protection of the Works or for the safety and convenience of the public or others, and
- c. take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

20.1 CARE OF WORKS

From the commencement of the Works until the date stated in the Certificate of Provisional Completion for the whole of the Works pursuant to Clause 48 hereof the

Contractor shall take full responsibility for the care of the Works, materials and plant at the site destined for incorporation in the Works. Provided that if the Engineer shall issue a Certificate of Provisional Completion in respect of any part of the Permanent Works, the Contractor shall cease to be liable for the care of that part of the Permanent Works from the date stated in the Certificate of Provisional Completion in respect of that part and the responsibility for the care of that part shall pass to the Employer. Provided further that the Contractor shall take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Period of Maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the Works, or to any part thereof, or to the materials and plant referred to above in this Sub-Clause from any cause whatsoever, save and except the excepted risks as defined in Sub-Clause (2) of this Clause, while the Contractor shall be responsible for the care thereof, the Contractor shall, at his own cost, repair and make good the same, so that at completion the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract to the satisfaction of the Engineer. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provisions of Clause 65 hereof, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or complying with his obligations under Clauses 49 or 50 hereof.

20.2 EXCEPTED RISKS

The "Excepted Risks" are:

- a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b. rebellion, revolution, insurrection, or military or usurped power, or civil war,
- c. riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his sub-contractors,
- d. ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active, toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof,
- e. the use or operation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract,
- f. any operation of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for by taking precautionary measures or by way of insurance.

21. INSURANCE OF WORKS, ETC..

21.1 Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure in the joint names of the Employer and the Contractor:

- a. the Works for the time being executed to the full replacement cost thereof plus 15% (or as otherwise provided in Part II) to allow for any additional costs incidental to the reinstatement or repair of the Works including the cost of engineering and other services and the cost of demolishing or removing any part of the Works and of removing the debris of whatsoever nature.
- b. such materials and plant, as not expressly excluded in Part II, which have been delivered to the site for incorporation in the Work to the full replacement cost thereof and,
- c. the Constructional Plant and other things, not falling under the preceding paragraph (b), brought on to the site by the Contractor to the full replacement cost of such Constructional Plant and other things.

Such insurance shall be against all loss or damage from whatever cause arising, other than the excepted risks. The insurance provided for in this Sub-Clause shall be in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20.1 hereof and are also covered during the Period of Maintenance for loss or damage arising, subject to the foregoing, from a cause occurring prior to the commencement of the Period of Maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50 hereof.

21.2 The insurance required under Clause 21 hereof shall be effected with a licensed insurer in the Employer's Country, or as otherwise provided in Part II, approved by the Employer and shall also be in such terms as approved by the Employer, which approvals shall not be unreasonably withheld. The Contractor shall produce to the Employer, after being checked by the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums and shall also be responsible for notifying the insurer of any change in the nature and extent of the Works or in the replacement cost thereof as well as that of materials, plant, Constructional Plant and other things required to be insured under Clause 21. The Contractor shall procure all necessary adjustments in the policy or policies of insurance so as to ensure the adequacy of insurance cover at all times during the continuance of the Contract.

22.1 DAMAGE TO PERSONS AND PROPERTY

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

- a. The permanent use or occupation of land by the Works or any part thereof.
- b. The right of the Employer to execute the Works or any part thereof on, over, under, in/or through any land.
- c. Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents servants or other contractors, not being

employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the damage or injury.

22.2 INDEMNITY BY EMPLOYER

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to Sub-Clause 1 of this Clause, excepting claims, proceedings, damages, costs, charges and expenses in respect of death or injuries to persons or damage to property or other loss arising from the acts or omissions of other contractors.

23.1 THIRD PARTY INSURANCE

Before commencing the execution of the Works, the Contractor, but without limiting his obligations and responsibilities under Clause 22 hereof, in the joint name of the Employer and the Contractor, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer, or to any person including any employee of the Employer and against death of any such person, by or arising out of the execution of the Works or in the carrying out of the Contract, otherwise than due to the matters referred to in the proviso to Clause 22.1 hereof.

23.2 MINIMUM AMOUNT OF THIRD PARTY INSURANCE

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

23.3 CROSS-LIABILITIES

The terms of such insurance shall include a cross-liability clause such that, in the event of any claim being brought or made by the Contractor or the Employer against the other in respect of damage or injury to persons or property, the insurer will indemnify the Employer or the Contractor, as the case may be, in respect of any liability, costs, charges and expenses arising from such claim.

23.4 PROVISION TO INDEMNIFY EMPLOYER

The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Employer, the insurer will indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

24.1 ACCIDENT OR INJURY TO WORKMEN

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

24.2 INSURANCE AGAINST DEATH, ACCIDENT, ETC. TO WORKMEN

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

25.1 REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force the insurances referred to in Clause 21, 23 and 24 hereof, or any other insurance which he may be required to effect and keep in force under the terms of the Contract, then and in any such case the Employer may effect or keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

25.2 PRODUCTION OF INSURANCE

The Contractor shall produce the insurances referred to in Clause 21, 23 and 24 or any other insurance which he may be required to effect under the terms of the Contract, prior to the issue of the order of commencement under Clause 41 hereof.

26.1 GIVING OF NOTICES AND PAYMENT OF FEES

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

26.2 COMPLIANCE WITH STATUTES, REGULATIONS, ETC..

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

27. FOSSILS, ETC...

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered by the Contractor, sub-contractor or vendors during the time of the execution of the Works, in the area within the jurisdiction of the Employer, or the Site, shall be deemed to be the absolute ownership of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, notify the Employer.

28.1 PATENT RIGHTS

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

28.2 ROYALTIES

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

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- a. the convenience of the public, or
- b. the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.

30.1 EXTRAORDINARY TRAFFIC

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the site or any other structures on such routes from being damaged or injured by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads, bridges and other structures.

30.2 SPECIAL LOADS

Should it be found necessary for the Contractor to move one or more loads of Constructional Plant, machinery or pre-constructed units or part of units of work over or through any part of a road, bridge or structure, the moving whereof is likely to damage any such road, bridge or structure unless special protection or strengthening is carried out, then the Contractor shall, before shipping/moving this equipment give notice to the Engineer or Engineer's Representative as well as the Employer of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said road, bridge or structure. The Engineer shall, within twenty eight days of the receipt of such notice and after due consultation with the Employer, either approve the proposal of the Contractor to carry out protection or strengthening work as aforesaid or direct that such protection or strengthening is unnecessary. If the Engineer shall approve such proposal, the Contractor shall proceed to obtain the approval of the public or other authority concerned with the road, bridge or other structure to the proposed protection or strengthening measures and make arrangements with such authority for the carrying out of same. Unless otherwise provided in the Contract, the Contractor shall bear all the costs of protection or strengthening work as well as the cost of restoring any structure to its original condition if so required by the respective authority. In case it is provided in the Contract that such works shall be paid for by the Employer, it shall be carried out in accordance with the instruction and direction of the Engineer.

30.3 DAMAGE

In the event that any damage, normal wear and tear excepted, shall occur to any road, bridge, or other structure as a result of the transport of Constructional Plant, Temporary Works, materials or plant destined for incorporation into the Works, the Contractor shall report such damage to the Engineer and the Employer as soon as he becomes aware of the same. The Contractor shall be responsible for any such damage and shall indemnify the Employer and keep him harmless against all claims, costs and charges arising as a result of such damage.

30.4 WATERBORNE TRAFFIC

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provision of this Clause shall be construed as though "roads" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

31. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If, however, the Contractor shall, on the written request of the Engineer or the Engineer's Representative, make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the Site, or provide any other service of whatsoever nature for any such Contractor, the Employer or authority as aforementioned, the Employer shall pay to the Contractor in respect of such use or service such sum or sums as shall be determined by the Engineer after consultation with the Contractor and the Employer.

32. CONTRACTOR TO KEEP SITE CLEAR

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required, at his own cost to the area designated by the Engineer.

33. CLEARANCE OF SITE ON COMPLETION

Before the issue of any Completion Certificate or the Certificate of Provisional Completion, the Contractor shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind, and leave the whole of the Site and Works clean and in a workmanlike condition after good repair to the satisfaction of the Engineer.

LABOUR

34.1 ENGAGEMENT OF LABOUR

The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.

34.2 SUPPLY OF WATER

The Contractor shall provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

34.3 ALCOHOLIC LIQUOR OR DRUGS

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

34.4 ARMS AND AMMUNITION

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

34.5 FESTIVALS AND RELIGIOUS CUSTOMS

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

34.6 EPIDEMICS

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

34.7 DISORDERLY CONDUCT, ETC..

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

34.8 OBSERVANCE BY SUB-CONTRACTORS

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

34.9 Any other conditions affecting labour and wages shall be as set out in Part II in Clause 34 as may be necessary.

35. RETURNS OF LABOUR, ETC..

The Contractor shall, if required by the Engineer, deliver to the Engineer's Representative, or at his office, a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Engineer's Representative may require.