



RENOVATION OF BLOCK B' FOR FRENCH SCHOOL (LYCEE LOUIS MASSIGNON)

CONCRETE REPAIRS AND STRUCTURAL REINFORCEMENT

**PLOT (26_27), SECTOR (E40)
ABU DHABI ISLAND
EMIRATE OF ABU DHABI
UNITED ARAB EMIRATES**

**VOLUME I
Instructions to Tenderers and
Standard Form of Contracts**

HP Project No. 1782

**Revision 1
April 18th, 2025**

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PART 1

PROJECT OVERVIEW

1. General

1.1 Purpose of Tender

The purpose of this Tender is to select and appoint a Company ("the Contractor") to perform the necessary concrete repairs and reinforcement in one of the blocks located within the campus of the French School in Abu Dhabi. ("the Client") as per the specifications and drawings prepared by M/s Helal and Partners L.L.C. and in full compliance with the applicable regulations and layouts approved by the statutory Authorities.

1.2 Contract Key Dates

The scheduled key dates for the project are as follows:

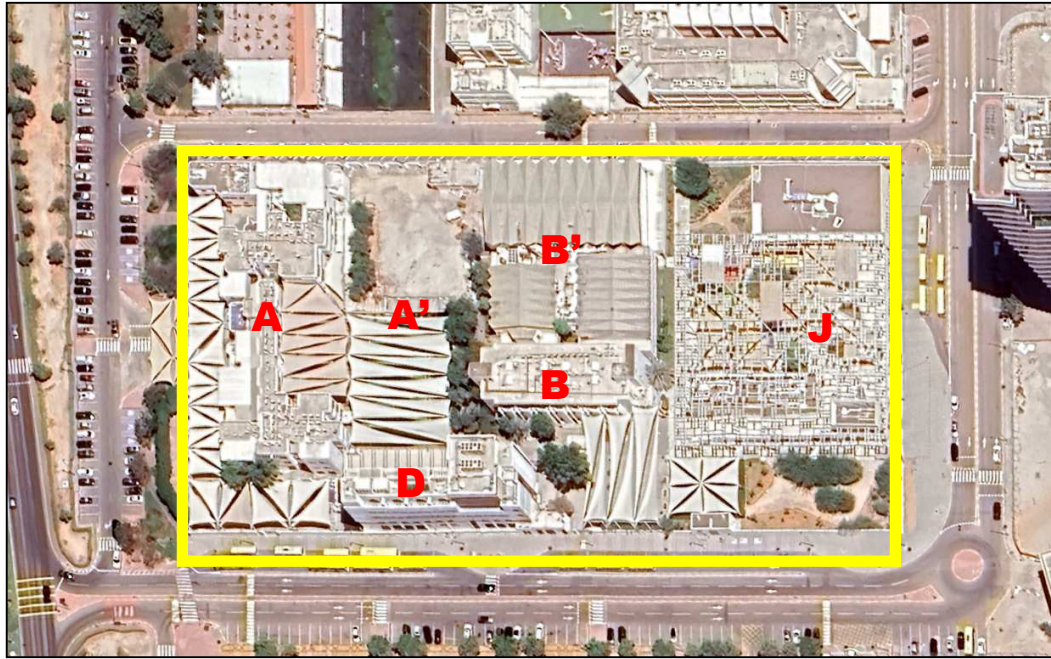
Activity		Date
A	Online Publication of RFP Package	April 18 th , 2025
B	Submission Date for Proposals	May 08 th , 2025
C	Tender Evaluation Completed by	May 23 rd , 2025
D	Contract Award & Project Start Date by	May 26 th , 2025
E	Project Duration	65 Days (From May 27 th to July 31 st , 2025)

2. Background Information

The Lycée Louis Massignon is a French curriculum school that has been implemented in the city of Abu Dhabi on Plot (26_27), Sector (E-40) since 1980 and that has grown from a single block (Block A) with limited number of students to a large campus providing education to more than 1700 students.

The following satellite pictures show the location of the School campus for reference.





As per the current configuration, the following blocks constitute the campus:

- Block A (Administration and Classrooms);
- Block A' (Classrooms);
- Block B (Classrooms);
- Block B' (Recreational Facilities);
- Block D (Classrooms and Mess Area);
- Block J (Classrooms).
- Guard Room (at main entrance of campus)
- Electrical substations (2 Nos.)

Due to the aging of the first structures that were built on the campus, it was decided to perform a complete renovation of Block B' with includes cultural (auditorium), recreational and sport facilities (gymnasium, dojo and swimming pool) in addition to technical spaces (mechanical rooms, electrical rooms, changing rooms and storage). The approximate area of this structure is 3,160 square meters on two levels.

The renovation works will be undertaken in two parts:

1. Part 1: Concrete Repairs and Structural Reinforcements.
2. Part 2: Roofing Repairs and Reinforcement and Complete Architectural and MEP Renovation.
The internal finishes and audio-visual installations of the auditorium will not be part of the scope as this space was already renovated in 2017.

This document is limited to Part 1 of the scope of Works and all architectural, structural and electro-mechanical details and specifications related to the Project have been summarized in documents that form part of the tender package.

3. Contractor's Scope of Works (General)

The Contractor shall begin mobilizing on site as soon as being awarded the Project by means of an official letter of award. Contract negotiations and signature of the official Agreement shall not prevent site mobilization.

The Contractor is responsible for procurement, supply and installation of all materials and equipments as indicated in the tender documents and as required for the completion of the Works, all in accordance with the applicable regulations.

All the procurement shall be initialized at an early stage to avoid any delays in delivery of the material.

The Contractor shall perform the following services as a minimum during the Construction and Defects Liability Period (one year from date of completion of works), more expediently described hereunder:

- a. Obtain any related permits (fees to be paid by the 'Contractor') from the concerned Authorities (as required).
- b. Provide all required bonds, insurances and guarantees required for the Project either by the Client and / or the statutory Authorities.
- c. Participate in a Pre-Construction Conference with the Client and the Consultant to define the responsibilities and procedures to be followed during construction and highlight site constrain and site logistics.
- d. Administer the terms of the Construction Contract and carry out inspections of the construction and materials delivered to site which is implemented by himself or his Sub-Contractors to ensure that the Works are carried out in accordance with the Construction Contract.
- e. Provide technical staff to supervise the progress and quality of the works.
- f. Participate in progress on-site meetings with the Client and Consultant and prepare the minutes of meetings.
- g. Provide weekly and monthly reports on progress of the site works, procurement and submittals including updated construction program and cost report.
- h. Submit all required coordinated shop drawings and samples in a timely manner for the Consultant's review and approval.
- i. Provide any necessary tests as required and as requested by the Client / Consultant.
- j. Develop, implement and monitor all applicable procedures in respect of health, safety and security matters as per the prevailing Authority requirements and the Client appointed HSE Management Company (M/s Eurolink Safety). The safety plan should be developed specifically for the project.

- k. Be completely responsible in all aspects regarding the coordination between the Main Contractor's and Sub-Contractors Works.
- l. Co-ordinate delivery and procurement of materials, equipments, etc., with any Sub-Contractor or supplier in a timely manner and maintain diligent progress of the Works in accordance with agreed construction program.
- m. Co-ordinate inspections prior to project acceptance and notify the Client / Consultant in a timely manner of the results of the inspections and tests for each phase of the Program / Project.
- n. Attend to action and return all Client / Consultant inspection requests within twenty four (24) hours of receipt.
- o. Hand over to the Client all required reports, warranties and guaranties, contact numbers and names of all Sub-Contractors, list of pending works and snags to be closed out, testing and commissioning reports.
- p. Hand over to the statutory Authorities and obtain permit completion certificate and "Certify Building Condition" certificate.
- q. Attend to rectify defects within twenty four (24 hours) from the instant of receiving notification of such defects.

4. Contractor's Scope of Works (Detailed)

The Project is to be completed in two phases and all stages to be executed in strict compliance with the applicable standards and regulations of the concerned Authorities.

The works to be performed are described in the table below for reference.

WORKS	DESCRIPTION
MOBILIZATION ACTIVITIES	The Contractor is responsible for all obtaining all clearances from the Department of Municipalities and Transport and allow for the required site preparation which includes site surveys, project sign board and liaising with the Client for temporary water and electricity.
SITE WORKS	<p>The Contractor is responsible for dismantling part of the existing finishes and MEP installations and excavation to required levels in areas where works are to be performed. No load bearing structural elements are however to be dismantled unless the required permits are first obtained from the Department of Municipalities and Transport.</p> <p>All dismantled material and debris shall be placed in large metal skips arranged by the Contractor and shall be disposed at locations approved by the Authorities. Copy of manifest to be provided to the Consultant for records.</p> <p>Clean excavated soil shall be maintained in the School premises and in dedicated spaces identified by the Consultant.</p> <p>Site works also include daily cleaning of areas affected by the Works.</p>
STRUCTURAL REPAIR WORKS	<p>Rectify corroded steel reinforcement and cracks in concrete in visible exposed areas as per applicable procedures. This includes the necessary chipping of the cover to expose all rusted steel to identify the limit of the deterioration (Part of Stage 1).</p> <p>Rectify corrected steel reinforcement and cracks in concrete in roof and terraces after removable of the existing tiling and waterproofing membrane (Stage 2).</p> <p>The Contractor is responsible to have all works inspected by the Consultant, M/s eForce Engineering Consultancies and M/s Socotec in all areas of works.</p>
STRUCTURAL STRENGTHENING WORKS	<p>Rectify corroded steel reinforcement for existing columns and arrange for the addition of a concrete jacket as per the details provided in the contractual documents (Part of Stage 1)</p> <p>All ready mix concrete shall be supplied from a reputed source and be composed of partially recycled material. A technician from the factory shall be present during all casting to supervise the operation and take the necessary samples (3 per concrete truck) and perform all tests required by the Consultant.</p> <p>The Contractor is responsible to have all works inspected by the Consultant, M/s eForce Engineering Consultancies and M/s Socotec in all areas of works.</p>

<p>FOLLOW UP AND HANDING OVER TO CLIENT AND AUTHORITIES</p>	<p>The Contractor is responsible for preparing as built drawings showing where interventions have been done on the concrete structural skeleton (repair and strengthening works). These are to be provided in CAD and PDF format.</p> <p>As part of the handing of the project, the Contractor is responsible to sub-contract a specialized company for the deep cleaning of the completed project and for the necessary pest control.</p> <p>The Contractor shall also provide insurance backed guarantee certificate indicating the extended life</p> <p>The Contractor is responsible for handing over of the Project to the Client and to the Authorities and issue the "Certify Building Condition" (BCC) certificate.</p> <p>This includes as a minimum the follow up with the following Authorities:</p> <ul style="list-style-type: none"> - The Department of Municipalities and Transport; - The Centre of Waste Management (Tadweer).
<p>FEES</p>	<p>The Contractor is responsible for paying all fees to the Authorities during the mobilization, execution and handing over of the Project.</p>

PART 2

INSTRUCTION TO TENDERERS

1. Introduction

This section consists of instructions to Tenderers which reflect the terms of the Agreement which shall be ultimately signed between the Client and the successful Tenderer together with all the technical specifications and information and commercial terms.

In these instructions, reference to tender documents shall include the "Invitation to Tender", the "Tender Acknowledgement," these "Instructions to Tenderers", the "Form of Tender", the "Articles of Agreement", the "Annexure" and all technical submittals required by the Client prior to execution of the Agreement.

2. Registration of Bidder

Bidders shall have a valid professional license and classification issued from the Department of Economic Development in Abu Dhabi. This registration shall remain valid throughout the tender process, during the validity period of the offer (for all bidders) and during the project execution phase / defect liability period (for the successful tenderer).

3. Composition of Tender

3.1 Composition

This document is Volume I out of a total of five that, when taken together, constitute the Tender Documents for the structural repairs and reinforcement of Block B' within the campus of the French School (Lycée Louis Massignon) on Plot (26_27), Sector (E40) in Abu Dhabi island. Below is the content of each volume, for reference purposes:

- Volume 1: Instruction to Tenderers and Standard Form of Contracts
- Volume 2: Specifications Sheets
- Volume 3: Bill of Quantities
- Volume 4: Drawings for Structural Strengthening of Concrete Elements
- Volume 5: Visual Inspections, Testing Results and Technical Reports
 - Part 1 - Apave International Report
Report Reference No.: Adh/B17.021a
Date of report: 30 May 2017
 - Part 2 - Apave International Report
Report Reference No.: Adh/PB17.039
Date of report: 20 October 2017
 - Part 3 - Apave International Report
Report Reference No.: CI21.127-v1
Date of assessment: December 2021

- Part 4 – eForce Inspection Consultancies Report
Report Reference No.: eFORCE/195/2019
Date of report: 28 January 2020
- Part 5 – eForce Inspection Consultancies Report
Report Reference No.: eFORCE/1588/2023
Date of report: 17 October 2023
- Part 6 – eForce Inspection Consultancies Report
Report Reference No.: eFORCE/1104/2024
Date of report: 30 August 2024
- Part 7 – eForce Inspection Consultancies Report
Report Reference No.: eFORCE/1104/2024 R1
Date of report: 07 January 2025

It is to be noted that the contents of the reports in relation to concrete repairs are indicative only as the awarded Contractor shall be responsible for his own in-situ investigation to verify and quantify the extent of the repairs.

The documentation related to structural strengthening of concrete elements is however considered as complete for pricing.

3.2 Tender Acknowledgement

Tenderers shall acknowledge receipt of the Tender Documents and state their intention to tender or otherwise by completing the Tender Acknowledgement Form provided herein (Part 4 – Form 1) within five (05) working days from the date of collection of the tender documents.

Tender bulletins and addenda will only be sent to Companies who have paid the fees, collected the tender documents and expressed their interest in participating in the bidding process.

3.3 Compliance with Tender Instructions

Tenderers shall complete the tender according to all instructions given and submit their offer with full compliance to the Client's Tender Documents. Non-compliance may result to default of tender and may not be considered.

4. Examination of Tender Documents

4.1 Examination, Duty of Care & Risk

Tenderers shall be responsible for examining, with appropriate care, the complete Tender Documents including all addenda and shall be responsible for informing themselves with respect to all conditions which might in any way affect the cost or the performance of the Works. Failure to do so shall be at the sole risk of the Tenderers and no relief can be given for error or omission by the Tenderers.

4.2 Discrepancies or Omissions

Should Tenderers find discrepancies in, or omissions from, the Tender Documents or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the Tender Documents, Tenderers shall notify the Client of such findings in writing. Tenderers making such notification shall be solely responsible for its timely receipt by the Client.

The Client shall only accept notifications / clarifications requests submitted at least seven (7) days prior to Tender Submission Date.

Replies to such notifications shall be made in writing in the form of Tender Bulletins issued by the Client.

5. Tender Submission

5.1 Tender Instructions

Tenders shall be submitted as specified in the invitation and subsequent instructions, if any.

5.2 Tender Submission Date

It shall be the responsibility of Tenderers to submit their Tenders at the date and time indicated in the invitation letter.

Any Tenders received after the submission date shall not be accepted.

5.3 Cost of Tendering

The bidder shall bear all direct and indirect costs and expenses, of whatever nature, associated with the preparation, submission, clarification and negotiation of its proposal. Neither the Client and / or the Consultant shall, under any circumstances, be responsible or liable for any such costs, regardless of, and without limitation to, the conduct or outcome of the bidding, evaluation and selection process.

5.4 Copies of Tender

Technical and commercial submission shall be submitted in one hard copy and in one soft copy (Compact Disc) only at the School premises (Gate Number 08) in separate sealed envelopes sealed with wax.

The soft copies of the offers shall also be sent via e-mail at the date and time of the submission at the following e-mail addresses:

- tala.abouhamed@llm.education
- odile.hagenmuller@diplomatie.gouv.fr

5.5 Completeness of Tenders

Tenders submitted shall be deemed complete with all Annexure and requested information, including in particular rates and prices in the columns exactly as provided in the Bills of Quantities (Volume 3).

Items not priced by Tenderers shall be deemed included elsewhere.

5.6 Sufficiency of Proposal

The information presented in this RFP is solely for the purpose of assisting a prospective bidder in making its own evaluation of the project and does not purport to be all inclusive or to contain all the information of a prospective bidder may require.

Each bidder is responsible for carefully examining all RFP documents including any and all addenda to ensure that the information provided is adequate and clearly understood and that all RFP documents have been received.

Each bidder shall make its own interpretation of any and all information provided in this RFP and in all addenda and shall obtain and verify all necessary data and information including informing itself with respect to all conditions which might in any way affect the cost or the performance of the Services. No relief or consideration will be given for errors and/or omissions contained in this RFP and any addendum, and neither the Client and / or the Consultant shall be liable to the Bidder for any information contained in or omitted from this RFP or any addenda.

The Bidder is wholly responsible for compliance with, and shall be deemed to have full knowledge of all applicable Laws related to the execution of the Services. The successful Bidder shall not be relieved from responsibility for its obligations under this RFP or the execution of the Agreement on account of any non-compliance with, or lack of knowledge of the applicable Laws.

The Agreement shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates.

The failure or neglect of the Bidder to carry out these verifications and investigations shall not absolve the Bidder from any of its obligations under the requirements of this RFP or the Agreement subsequently executed with the successful Bidder.

5.7 Form of Tender

The Form of Tender (Part 4 – Form 2) shall include the full legal name and business address of the Tenderers, including street address, and shall bear the official signature of the person or persons authorised to bind the Tenderers and shall be duly witnessed, dated and stamped with the Tenderers stamp.

5.8 Power of Attorney

A copy of a duly notarised Power of Attorney in Arabic relating to person(s) authorized to sign contractual commitments on behalf of the Tenderers shall be submitted with the Tender Documents.

5.9 Registration Documents

A copy of the following valid documents shall be submitted by the Tenderers:

- Abu Dhabi Registration Authority Licence;
- Contractor's Classification Certificate;
- Civil Defence Registration;
- Labour Accommodation Contract;
- HSE Registration Certificate;
- In-Country Value Certificate;
- Power of Attorney of Authorized Signatory authenticated by the notary Public.

5.10 Stamping and Initialling

Contents of the technical and commercial offers shall be stamped on each page. This represents an official acceptance of all contents of the tender documentation by the Tenderer.

A copy of the signed and stamped contractual document set shall be available at all times in the project site along with a copy of the approved Authorities drawings.

5.11 Tender Clarifications and Amendments

Tenderers are required to submit in writing to the Client their request for clarifications and exceptions / additions to the Scope of Work.

The Client shall only accept notifications / clarifications requests submitted at least five (05) days prior to Tender Submission Date.

Replies to such notifications shall be made in writing in the form of Tender Bulletins distributed to all Tenderers.

All requests shall be sent formally by e-mail to the Client and the Project Consultant at the following e-mail: uae@helalandpartners.com.

5.12 Amendments

Helal and Partners L.L.C. reserves the right to issue by addendum changes to this RFP and / or changes to the Agreement, including requiring the Bidder to provide the price impact for each requested change in order to permit fair comparison between the proposals received from all the Bidders.

5.13 Contents of Tenders Submission

The documents submitted shall be divided in two parts (technical and commercial offers) and shall be provided in separate sealed envelopes as each shall be evaluated separately as per the following weight criteria:

- 60 % for the technical offer
- 40 % for the commercial offer

Technical Offer

- (a) Submit a copy of the valid documents indicated in Section 5.9.
- (b) Include in their Tenders a project organization chart (with categories) with resumes of key personnel assigned to perform the works for the Client's approval.
- (c) Include in their Tenders any potential Sub-Contractors required to carry out specialized works for the Client's approval.
- (d) Submit a timeline for completion of the works with all detailed tasks. Tenderers must indicate in the schedule all milestones including the dates for the review meetings. Schedule to be prepared using Primavera P6 only.
- (e) Indicate any pending litigation, regulatory action or other contingent liability that may affect performance.
- (f) Indicate any potential conflict of interest that could be created by entering into an Agreement with the Client.
- (g) Submit the duly filled HSE questionnaire with required supporting documents.

Commercial Offer

- (a) Submit the form of tender on the Company letterhead.
- (b) Submit priced BOQ for the works. A complete breakdown for all activities and every item shall be given.

6. Client's Right of Disclosure of Tender Results to Tenderers

The hard copy of the Tenders will be opened in private at the convenience of the Client.

The Client shall not be bound to accept the lowest priced Tender or any Tender, nor shall it be bound to assign any reason for rejection/selection of a Tender.

Unsolicited offers / modifications to the Tender at any stage during the tendering period will not be considered and may result in disqualification from the Tender.

Discounts, if any, shall be merged into the quoted prices. The Client reserves the right not to consider, for the purpose of evaluation, any discount that is indicated separately.

The inclusion of any of the following may result in disqualification of the Tender:

- Any deviation / exception to the Client's requirements or conditions or the Articles of Agreement and Annexure which may lead to the need for re-evaluation of the tender.
- Non-compliance with the Client's schedule of payment.

7. Return of Documents by Tenderers

All Tender Documents shall be returned by Bidders not willing to participate in the competition.

If, at any time during the Tender preparation period, Tenderers decide to withdraw from the Tender, all the Tender Documents shall be immediately returned to the Consultant.

8. Articles of Agreement

The provisions of the Articles of Agreement in the Tender Documents shall not be subject to exceptions, alterations or revisions.

9. Type of Contract

The Contractor shall submit a lump sum offer with a detailed price breakdown with unit rates for all items and this will be the basis on which the agreement will be prepared.

The unit rates indicated the Contract price shall not be amended except by variations accepted in writing by the Client.

During the execution of the works, the repair works shall be remeasured and paid based on the actual extent of the works done. In case the total amount of the repair works exceeds the lump sum value indicated by the Contractor in his original offer, an addendum to Contract shall be issued.

The concrete reinforcement works and all other items in the scope of works shall however remain based on lump sum values as indicated in the price breakdown.

The Contractor shall have no right to claim for any payment if part or one item in its totality is not to be executed further to the Client's decision.

10. Caution and Disclaimer

Tenderers shall make their own interpretation of any and all information included in the Tender Documents. Neither the Client nor its designated representative shall be responsible for the accuracy or completeness of such information or interpretation.

Tenderers shall be responsible for obtaining and verifying all necessary data and such information as provided in the Tender Documents shall be confirmed by the Tenderers.

Tenderers shall verify, at their own responsibility, the laws and regulations which apply to the performance of the Works, including the provisions of the Customs Laws and Regulations of the United Arab Emirates.

Any failure or neglect to carry out these verifications and investigations shall not absolve the Tenderers from any of its obligations under the Tender Documents or any Agreement subsequently executed.

11. Currency and Price

All prices quoted must be in U.A.E. Dirhams (AED) and exclusive of value added tax. Fractions of Dirhams shall be in Fils.

12. Tender Price

Any genuine arithmetical errors made by the Tenderer in extension or totals in the Bills of Quantities shall be corrected. The Tenderer must be prepared to stand by his amended Tender Price otherwise the Tender Bond shall become due to the Client as compensation

In cases where unit rates included in the priced Bills of Quantities are found to be unacceptable to the Client, the Tenderer shall amend the rate by such amount as agreed with the Client.

The Tenderer will be required to provide the Client with a full and detailed tender breakdown within forty-eight (48) hours of being so requested. The breakdown is to show the actual calculations of the Preliminaries, Labour, Plant and Materials costs for the Works, the build-up of measured rates with on-costs and overheads and any other allowances used to arrive at the Tender Price.

13. Validity of Tender

The Tender shall remain valid for a period of ninety (90) days from the Tender Submission Date and may be accepted at any time during that period.

14. Tender Bond

No tender bond shall be required for this bidding process.

15. Site Inspection

In addition to the examination of the Tender Documents, each Tenderer shall make whatever other arrangements are necessary to become fully informed about all existing and expected conditions of the premises as well as any matters which might in any way affect the cost or the performance of the works.

The Tenderer must examine and consider the site and its surroundings and must satisfy himself as to the nature of the existing works, services and buildings in the vicinity of the proposed Works, the nature of the existing roads or other means of communication, the access to and egress from the, the buildings that may be required for temporary purposes, and must make his own enquiries as to work yard sites and such other additional areas as he may require for temporary occupation.

Failure to fully investigate the premises shall not relieve the Tenderers from responsibility of estimating properly the difficulty or cost of successfully performing the works.

A site visit will be organized with all bidders during the bidding period. Date and time of this visit shall be communicated officially to all participants at least twenty four hours in advance.

16. Program

The Tenderer shall submit together with his Tender a preliminary bar chart programme using Primavera P6. The schedule shall show each element of every section of the Works. This programme should be based on the time for completion as stated elsewhere in these Tender and Contract Documents

The Programme shall show the salient dates applicable to all elements of work. The programme shall be separated into sections to show how the various elements of the Works are to be integrated and shall incorporate in detail the work of all sub-Contractors, nominated or otherwise

17. Method of Construction

The Tenderer shall submit together with his Tender an outline of his proposed method of construction and also all details of both on-site and off-site mobilisation upon award of the Contract

The method of construction shall clearly define each element, the sequence of construction and all other relevant factors to allow the Engineer to properly evaluate the Tenderer's proposal.

18. Materials, Labors, etc.

The Tenderer must enquire and satisfy himself as to the source of supply, the sufficiency and the means of obtaining and transporting all materials, legally sponsored labour, fuel, water, electrical current for light and power and other things required for in connection with the Works and he must consider all other matters and possible contingencies affecting the construction, completion and maintenance of the Works

19. Site Layout

The Tenderer shall submit together with his Tender his proposed site layout which should clearly show the position of all temporary works, sheds, work areas, etc.

20. Joint Ventures

In addition to complying with the terms of these Instructions to Tender, where a Tender is submitted under a joint venture arrangement between two or more partners or participants, each partner or participant must sign the Form of Tender, execute a separate Power of Attorney in favour of an individual empowered to enter into contractual commitments on its behalf and submit business registration documents.

A copy of the joint venture agreement showing the allocation or division of duties and responsibilities for executing the Scope of Work of each joint venture partner or participant and which should include an undertaking that each partner or participant will be jointly and severally liable for the performance of the Agreement must be submitted as part of the Tender submission.

21. Assignment and Subletting

It is prohibited to assign or sublet of the whole or any of the works without the prior consent in writing of the Client. This requirement will be strictly applied and flagrant disregard of it by the Contractor will be treated as a ground for termination of the Contract. The Tenderer shall submit with his Tender a list of all the portions of the work he proposes to sub-let, with particulars (as far as possible) of the sub-Contractors he proposes to employ, but the acceptance of his Tender shall not be regarded as implying in any way approval of his proposals for sub-letting.

22. Conflict of Interest

The Bidder must describe any potential conflict of interest or appearance of impropriety, relating to other Clients of the Bidder or employees, that could be created by entering into the Agreement and / or providing the Services to the Landlord (Department of Education and Knowledge) and / or the Client (A.E.F.E. / Lycée Louis Massignon) and indicate what procedures will be followed to detect, notify the Client of, and resolve, any conflict of interest.

23. Litigation and Contingent Liabilities

The Bidder must indicate any pending litigation, regulatory action or other contingent liability that could have an adverse material impact in the Bidder's ability to perform the Services under the terms of the Agreement.

24. Confidentiality of Documents

The Bidder acknowledges that all information relating to this RFP comprises confidential information under the terms of the non-disclosure Agreement executed by the Bidder as a pre-condition to receipt of this RFP.

PART 3

HEALTH AND SAFETY REQUIREMENTS

1. General Requirements

- 1.1** The Contractor shall undertake the sole responsibilities for the Health, Safety and Environment (“HSE”) of the Works, including the Company’s associated off-site labour camp(s), off-site storage warehousing / workshops and shall ensure that all Sub-Contractors and suppliers involved in the Works also take an effective and responsible attitude to Health, Safety and Environment with regard to their works, personnel and facilities. This also includes personnel welfare, fire prevention and intervention.

The Client has already entered into a separate agreement with a certified HSE management company (M/s Eurolink Safety) and this third party shall be monitoring all aspects related to HSE compliance throughout the different project phases. The awarded Contractor shall be responsible to submit all required documents to this Company and obtain their clearance prior to starting any works on site.

The Contractor shall have an HSE Policy statement which shall be dated and signed by the Company’s most senior Representative. The Contractor is responsible to bring this policy statement to the attention of all his personnel.

The Contractor shall develop an HSE Plan for the duration of the Contract covering all aspects of the Project and shall provide the HSE plan to the Client in his bid package. It shall be the Contractor’s responsibility to monitor and report on its HSE plan implementation to the Client and the Consultant Representatives.

Prior to the award of the Project to a bidder, the Consultant and / or Client shall review and comment the Contractor’s HSE Manual / Procedures and its HSE Organisation Chart, as submitted during the tender stage. The successful tenderer shall then incorporate all comments in their HSE Manual and re-issue a final version. This document shall then be:

- Fully implemented during the duration of the Works in respect of the Site, off-site labour camp(s) and off-site storage / warehousing / workshops.
 - Incorporated within any sub-contract let by the Contractor, in order that the procedures, provisions and high level of safety standards required for the Project, are fully comprehended and implemented by any Sub-Contractor.
 - Continue to be applicable during the Defects Liability Period when site visits are made to perform any works required.
 - Readily available and in sufficient copies for reference by all Contractor and Sub-Contractor personnel and labour, along with all other persons having access to the site, in connection with the Works.
- 1.2** The Contractor shall also coordinate and liaise with the Client’s HSE Representative with regard to HSE standards and levels of HSE required in connection with the Works, together with incorporating or implementing any safety measures into the Works as directed by the Client’s HSE Representative, at no additional cost to the Client.

The Client's and / or Consultant HSE Representative shall give directives in respect of, but not limited to, the following aspects of safety, fire and personnel / labour welfare should the Contractor fail to maintain the required levels/standards of safety:

- Contractor's safety organisation.
- Protective clothing.
- Overhead working.
- Scaffolding, general access, access to work places.
- Protection / Barricades to openings, edges and excavations.
- Transportation.
- Plant, machinery and tools.
- Cranes and hoisting equipment.
- Working at height.
- Fire prevention / Fire fighting.
- Work in enclosed spaces.
- Electrical works.
- Cylinder gases (storage, transport and use).
- Welding and gas cutting.
- Grinding wheels.
- X-ray equipment and radioactive sources.
- Explosives.
- Cartridge operated fixing tools.
- Housekeeping.
- Weather conditions (especially in respect of high temperatures, strong winds, infrequent but heavy rainstorms).
- First aid and associated trained staff, emergency transport and hospitalisation of injured persons.
- Smoking regulations.
- Accident reporting and statistics.
- Training and instruction.
- Personnel/labour welfare comprising the following

a. In the Project Site

- Proper transportation to and from the site (i.e. buses complying with required standards).
- Availability of hygienic facilities (i.e. rest rooms, messing facilities, washrooms and sanitary facilities, hot and cold water, etc.).
- Clean offices, working locations, etc.
- Hygienic and clean site.
- Proper working period and breaks for rest / eating.
- Provision and correct use of safety equipment.
- Appropriate use of known safety signs in all the tasks performed.
- Use of hard hats, safety boots for all Site Personnel, labourers and any other persons requiring access to the Site in respect of the Works (including the Client and Consultant Representatives).

b. At Labour Camp(s)

- Treat sewerage before discharge to the environment or arrange for proper disposal

- Air conditioned, appropriate and hygienic accommodation, ablutions and messing facilities.
- Quality balanced food.
- Clean and hygienic surroundings.

1.3 The Contractor shall also implement the following as part of the Project's Safety Procedures:

- Implement a programme of safety orientation and training of all personnel/labour prior to commencing work on the site.
- Provide safety and fire prevention procedures clearly posted at different locations within the site and in relevant languages.
- Provide a safe working environment for all personnel/labour engaged in the execution of the Works.
- Provide adequate responsible safety personnel approved and registered with the statutory Authorities, so as to ensure that the safety procedures are being employed.
- Supervise the Contractor's as well as Sub-Contractor's personnel / labour to ensure that they comply with the approved safety procedures and instructions in the performance of the Works
- Complete routine checks on Contractor's as well as Sub-Contractor's first aid and other medical facilities to ensure adequacy of supplies and services.
- Conduct routine checks on fire fighting equipment and safety equipment to ascertain proper functionality.
- Ensuring that all personnel wear proper safety clothing and apparel especially when completing specific tasks such as welding and chemical handling.
- Handle claims for accidents sustained by employees or third parties working on the Project.
- Enforce safety regulations.
- Maintain safety records.
- Report to the Client and / or its Consultant on the status of planning and implementation of activities to ensure safe construction and operation of the Works.

2. Company Health, Safety and Environmental Requirements

2.1 Compliance With Safety Rules - 'Contractual Safety Requirements'

The Contractor shall at all times comply with, and ensure that its employees, agents and Sub-Contractors comply with applicable UAE HSE Regulations and all Client's HSE rules and regulations.

The Contractor shall take any additional measures that the Client may direct to protect against injury / death of any person or damage / loss of any property or to the environment during performance of the Works.

2.2 Stopping of Work and Prohibition of Unsafe Practices

If unsafe work conditions persist, the Client and / or the Consultant Representative shall not inspect and approve the work and the Client and / or Consultant Representative shall have the right to suspend work being performed by the Contractor, until corrective measures are taken by the Contractor. The cost of such stoppages of work in this regard will be borne by Contractor.

2.3 Deviations From Safety Rules

Any deviation by the Contractor from the Client's HSE rules and regulations must be approved in writing in advance by the Client and / or Consultant.

The approval of the Client and / or Consultant shall not relieve the Contractor of the need to ensure the adequacy and sufficiency of the safety provisions.

2.4 Failure to Comply

Should the Contractor fail to comply with the requirements of this 'Contractual Health, Safety and Environmental Requirements', the Client and / or Consultant shall notify the Contractor in writing.

The Contractor shall, upon being advised of its non-compliance, immediately take all corrective action required to comply. Such corrective action shall, unless provided otherwise in this Agreement, be taken at the Contractor's expense.

If the Contractor fails to take such corrective action promptly, the Client and / or Consultant may direct the Contractor to suspend all or part of the Works until satisfactory corrective action has been taken. Costs incurred by the Contractor as a result of such suspension shall be for the Contractor's account and any resultant delays shall not be deemed excusable.

2.5 Client / Consultant Assistance

The Contractor may request assistance from the Client and / or Consultant with respect to the implementation of its HSE requirements.

The Client and / or Consultant, or such party or parties designated by him, will assist the Contractor by explaining good HSE practices, pointing out unsafe site conditions, and by applying his / their experience and judgment in order to assist the Contractor in improving work HSE conditions.

It is understood; however, that rendition of such assistance by the Client and / or Consultant will in no way relieve the Contractor of its responsibilities.

2.6 Loss Prevention Program (HSE Plan)

The Contractor shall prepare and submit a HSE Plan for the Client and / or Consultant approval, not later than fifteen (15) working days following the effective date of the letter of award.

The Program shall outline specific essential measures to be taken by the Contractor to prevent injuries to persons and damage to property and environment and to ensure compliance with the applicable regulations.

The Contractor shall cause hazard identification and risk assessment to be performed by a competent person before the commencement of the construction work. The Contractor shall ensure that all Sub-Contractors are informed, instructed and trained by a competent person regarding risks associated with work procedures before any work commences.

The Contractor shall ensure full implementation of the Program and shall appoint a qualified HSE Supervisor approved by the Client and / or Consultant, to coordinate the Program. The name and address of the HSE Supervisor shall be submitted to the Client and / or Consultant no later than the Program's submission.

2.7 Personal Protective Equipment (PPE)

The Contractor shall, as a minimum, provide, maintain and enforce the use of the items of personal protective equipment, as required in connection with the safe performance of the works. This includes at the minimum cover all clothing, helmet, safety glass, gloves, safety shoes and harness.

The Contractor shall provide the Client and Consultant Representative with a list showing disciplines of employees under his control and PPE identified, for review and approval prior to mobilization.

The Contractor shall ensure that all personal protective equipment under his control conforms to the relevant British Standard Specification or equivalent and shall provide copies of the equipment literature to Client and / or Consultant HSE Representative.

The Contractor shall ensure that his employees are trained in the proper use of PPE, and shall keep records of all training undertaken and submit copies to the Client and / or Consultant Representative when requested.

The Contractor shall provide free of charge necessary personnel protective equipment such as hard hats, safety goggles, safety shoes, ear muffs and dust masks to the Client and / or Consultant Representatives who visit the site in connection with the performance of the Works.

The Contractor shall record the issuance of all equipment to his workmen in the prescribed forms and such forms shall be kept in the site office and made available for inspection at all times.

2.8 Tools and Portable Power Tools

The Contractor shall ensure that all tools provided by the Company and its Sub-Contractors are of the best quality, with proper safeguards and are suitable for the use intended. Electrical hand tools shall be properly earthed or be of the double insulated type. All tools shall be free from defects and maintained in good condition. The Client and / or Consultant will reject tools, which are found to be defective.

The Contractor shall ensure that the following practices are followed on the use of portable power tools:

- Cables from portable power tools shall be organized to prevent tripping hazards.
- Tools and power sockets/outlets shall be switch off before plugging in or unplugging.
- Appropriate lighting shall be provided on work areas where power tools are used, if necessary.
- Electrical cables and connections shall be kept off water and to become wet.
- Guards on electrically operated power tools shall be kept in place at all times.
- Industrial plugs and sockets shall be used for all electrically operated portable power tools.
- Under no circumstances that domestic 3-pin plugs and sockets shall be used on construction areas.

2.9 Welding and Cutting Equipment

All welding and cutting equipment shall be of an approved type and maintained in good condition and the Contractor shall ensure the following:

- Material safety data sheet for electrodes, fluxes and coatings are available to employees to perform welding activities.
- Protection of welders and other personnel in the vicinity of welding works from burns and fire caused by spark, hot metals, etc. shall be in place.
- Erection of screens for the protection of persons in the vicinity of welding work from harmful radiation rays produced by the operation.
- Appropriate PPE for welders shall be provided and use. Welding boots, gloves and hoods shall be provided.
- Gas systems shall be appropriately provided and in good working order (e.g. cylinders, regulators, hoses, gas cylinder trolleys, fire extinguishers, fire blankets, etc.).
- All welding associated waste shall be provided with hot waste crate and located as close as reasonably practicable to where the welding activities are carried out. Hot waste includes slugs, shot crucibles and metal off-cuts.
- In non designated areas where welding work is performed, the Contractor shall provide:
 - Hot Work Permit on daily basis.
 - First aid kit.
 - Fire extinguishers and fire blankets.
 - Appropriate personal protective equipment.
 - Ventilation and gas monitoring system, if required.
- Appropriate access and egress to the work area.

2.10 Cartridge Operated Tools

Cartridge operated tools shall be used only with the prior written approval of Client and / or Consultant.

Furthermore, the Contractor shall ensure that only Client and / or Consultant approved tools shall be used and that they shall be maintained in good condition.

The Contractor shall ensure that proper training and personal protective equipment shall be provided by the supplier of the cartridge operated tools. Issue of cartridge tools and cartridges shall be strictly controlled and shall remain in the possession of the person to they are issued. When not in use, cartridge tools shall be kept in a controlled storeroom and all cartridges shall be kept clearly labeled with their strength.

The Contractor shall ensure the following when using cartridge operated tools:

- An exclusion zone shall be formed around the area where the cartridge tool is to be used.
- Cartridge operated tools shall not be used in an area where flammable gases, vapors and/or explosive dusts may be present.
- All guards designed for use on cartridge operated tool shall be used and not to be removed.

2.11 Ladders

The Contractor shall ensure that only metal or timber ladders of approved type are provided and used for ingress to and egress from work places where other means of ingress and

egress are not available.

The Contractor shall ensure the following on the use of ladder:

- The decision to use ladders is not govern by time or cost factors but based on the best available means of access for the work in hand. Self-made ladders are prohibited.
- Ladder is used for vertical access only and shall not be used in a horizontal position as a platform, runway or scaffold and shall be positioned preventing slipping, lashed or held in position.
- Ladders shall not be placed on boxes, barrels or other unstable bases to obtain addition height and shall not be used if personnel need to place their feet higher than the third highest rung.
- Ladder shall be used by one person at a time and should be held by another person on the base or top of the ladder. It should not be used to gain height above the protected edge of a scaffold or an elevated work platform.
- When climbing or descending a ladder, personnel shall face the normal climb side of the ladder, shall have at least three limbs in contact with the ladder at all times, grips shall be on stiles or rungs and shall not carry object, materials and tools on hand.
- While on the ladder, personnel shall not reach to either side or away from the ladder except to hold a stable supporting structure.

2.12 Scaffolding

The Contractor shall provide and cause to be used scaffolding, platforms or temporary floors for all work which cannot be done safely from the ground, from a ladder or from a boatswain's chair.

All scaffolding shall be of approved metal components and erected to comply with the applicable regulations and guidelines. The scaffold shall be effectively tied to the building structure by means of tie-backs. All tie-backs shall be painted with bright color for easy identification. Where a scaffold is erected in an area where the construction activities may pose hazards to pedestrians or vehicular traffic in the form of falling objects, overlay or screening nets shall be used to envelop the scaffold.

The Contractor shall ensure that personnel that erect and inspect scaffolding are qualified and competent. Necessary training shall be provided by the Contractor.

All scaffolding shall have an inspection tag confirming that it has been inspected by a competent third party Company.

2.13 Electrical Installations and Equipment

All material and equipment used in temporary electrical installations shall be of the approved type and maintained in good condition. All circuits serving electrical equipment shall be provided with earth leakage circuit breakers (ELCB) of maximum 300 mA tripping leakage current.

The Contractor shall ensure that all single phase power receptacle outlets which are not a part of the permanent wiring of any building shall have earth fault circuit interrupters for personal protection.

The Contractor shall ensure that only competent persons shall be authorized to undertake the work for electrical system and installation.

Contractor shall ensure that all electrical systems and circuits shall be designed, constructed, operated, inspected, tested and maintained in accordance with applicable local and international standards.

Contractors shall ensure that no cables or equipments shall be located in damp or wet locations and insertion of bare conductors into receptacles is strictly prohibited.

2.14 Cranes and Rigging Equipment

The Contractor shall ensure that all lifting appliances and every part thereof, including all working gear, and all other plant or equipment for anchoring or fixing such appliances shall be of good mechanical construction, sound material, adequate strength and free from defect and are properly inspected and maintained.

All chains, hooks, slings, shackles and other equipment used for raising or lowering on a lifting appliance shall be of the approved type and maintained in good condition.

All mobile heavy equipment and crane operators must possess a valid UAE heavy equipment operator's license and be certified by to operate such equipment.

All cranes and lifting equipment must be inspected and certified by a third party Company before being permitted to operate on Site. Certified riggers shall be provided.

The Contractor shall comply with all height restrictions on the use of tower crane or other tall construction equipment imposed by the Civil Aviation Authority and Civil Defense. Aircraft warning lights shall be fitted if required.

The Contractor shall submit detailed layout drawings and requirements of the tower cranes to the Client and / or Consultant for approval prior to their installation. The jib of the tower crane shall not be allowed to slew outside the Contract boundary lines without the written approval of concerned parties.

The Contractor shall be responsible for:

- Develop a Project Site Specific Lifting Plan to cover all types of lift to be carried out on site.
- Ensure prior to the undertaking of lifting operation that a safe system of work is established.
- Conduct a risk assessment to ensure the selection of appropriate control measures.
- Ensure that effective procedures and control measures are in place.

2.15 Mechanical Equipment

The Contractor shall ensure that all mechanical equipment provided is of approved type and maintained in good condition.

All moving parts of any equipment shall be securely guarded so as to prevent access to the moving parts by persons working on or passing in vicinity of the site.

The Contractor shall be responsible for:

- Undertaking a risk assessment in line with the requirements on the use / operation of plant and equipment to determine the hazards, risks and required control measures.
- Providing information, training and supervision to employees in the use / operation of plant and equipment.
- Making sure that plant and equipment are used only for the purpose for which it was designed (unless a competent person has assessed a proposed change in use and this does not present an environment, health and safety risk) and safety features and warning devices are used as intended.
- Providing appropriate guarding if it is not reasonably practicable to eliminate the risk of parts or work pieces breaking or being ejected.
- Ensuring that personnel do not work between fixed and traversing parts of plant.
- Developing a safe system of work to ensure personnel are not at risk from moving parts or plant which could start to operate without warning.
- Ensuring no unauthorized interference or alteration of the plant and if so, ensure that appropriate tests checks and inspections are made of the plant.
- Stopping the plant from being used if it becomes unsafe until risk have been eliminated or reduced as low as reasonably practicable level.

2.16 Client's Plant Operations

The Contractor shall ensure that its personnel and Sub-Contractors do not open or close any valves or electrical switches, or operate any other piece / devices of the Client's plant without the prior approval of the Client's Representative.

2.17 Injury and Damage Reporting

The Contractor shall ensure that an immediate oral report is made to Client and / or Consultant Representative in the case of any of the following:

- Fatal injuries;
- Injuries requiring medical attention which result in lost time;
- Damage over Dhs 10,000.00 to the Contractor's plant or equipment;
- Damage, in any amount, to Client's equipment or property;
- Fire;
- Damage and near misses to cranes and heavy equipment.

The concerned local Authorities shall also be immediately contacted in case of fatal or serious injury requiring hospitalization.

For accidents involving Contractor / Sub-Contractors' employee fatalities, serious injury to five or more employees, or damage to the Client equipment or property, a written report shall be submitted promptly to the Client and / or Consultant's Representative.

In addition, the Client may convene an engineering review or investigation committee.

The Contractor shall maintain a current record showing all:

- Work Injuries;
- Fires;
- Incidents of Property Damage Over Dhs. 10,000.00;
- Motor Vehicle Collisions;

- Incidents Involving Damage to the Client's Equipment and Property;
- Damage and Near Misses to Cranes and Heavy Equipment;
- Safety Training Programme;
- Safety Meeting Minutes;
- Safety Inspection Reports;
- HSE Audit Report.

This record shall be available for inspection at all reasonable times and shall be submitted to the Client and / or Consultant Representative on request.

2.18 Demolition Work

Before demolition operation begins, a method statement shall be submitted to the Client and / or Consultant for approval.

The danger zone around the demolished area shall be adequately fenced off, power on all electrical services shall be disconnected and operations shall be carried out by competent workers.

If demolition works are to be performed outside, these activities shall not be continued under adverse weather conditions, such as high winds for safety reasons.

Dust and noise from the demolition activity shall be minimised by using appropriate machinery and equipment approved by the Client and / or Consultant.

2.19 Excavations

The Contractor shall ensure the following for any excavation work carried out during the course of the Works:

- Appropriate risk assessment is conducted in consultation with the relevant stakeholders and that services are identified, located and marked on the surface.
- The site has been surveyed correctly with markers / confirmation of alignments and boundaries and that all available site drawings, diagrams, maps and specifications and relationships with surrounding properties are obtained and all services searches are initiated and validated.
- Develop documented safe system of work for the proposed excavation work including the methods of excavation and the equipment to be used.
- Nominate a person to supervise the work at all times and implement the documented safe system of work. The person shall be competent in the type of excavation work and experienced in the implementation of safe work procedures.
- All personnel shall be provided with all the information, instruction, training and supervision needed to perform their work safely.
- Provide and/or erect all appropriate safety control measures including but not limited to fencing, overhead protection, hard barriers, stop blocks, etc. for the protection of the public and personnel at the workplace.

2.20 Underground Obstructions

Whenever the presence of underground pipes, cables, vessels or structures is known or suspected, mechanical excavators shall not be used until all such obstructions have been exposed by hand digging. Mechanical excavators shall not be used within 3 meters (10 feet) of any such obstruction. Pneumatic breakers shall only be used where necessary to break concrete or other hard surfaces.

Contractor shall obtain utility layout plans (approved as built drawings) from utility service providers prior to commencement of work.

Contractor shall ensure that prior to any excavation, piling or boring works all reasonable control measures shall be taken to identify underground services. These control measures shall include, but not limited to, the use of cable/pipe detectors/locators and other service avoidance tools.

2.21 Fire Prevention

The Contractor shall provide and maintain in good working order adequate fire fighting equipment. All Contractor and Sub-Contractor's personnel shall be properly trained in the use of such equipment.

Store yards shall be laid out in accordance with NFPA 231 A with respect to spacing of rows, fire lanes and compatibility of materials.

The Contractor shall provide a Fire Prevention Plan specific to the site layout and site condition.

The Contractor shall provide an Emergency Management Plan that includes an emergency evacuation plan procedure and layout and fire emergency mock-up drill procedure and schedule.

2.22 Formwork

The Contractor shall ensure that all formwork supports are constructed to approved standards. As far as practicable, steel units shall be used.

Where the Works require a timber supporting structure, the timber shall be of suitable quality and of adequate strength. The Contractor shall obtain prior written approval from the Client and / or Consultant before any timber supporting structure is erected.

The Contractor shall ensure that prior to any concrete being poured into any supported formwork structure; approval is obtained from the Consultant.

The Contractor shall ensure the following during the erection and construction of formworks:

- Correct false work erection control measures are followed,
- All persons in charge of the erection, inspection and checking of activities have effectively received copies of the design drawings and specifications, required standard details and checklist to ensure that all stages are executed appropriately.

- When false work systems are used, manufacturer's instructions shall be available on site and followed during the erection sequence.
- All materials and components to be used in the erection of false work shall be inspected by a competent person prior to use to ensure they are fit for purpose and meet false work design criteria.
- Any timber to be used shall comply with the type, grade and size in accordance with the design drawings and specifications. Presence of defects, shakes, splits, winds, loose or large knots and crushed or damaged areas shall be allowed.
- Protruding nails or fixings from previous use shall not be allowed.
- The bases of all upright supports used shall be positioned on a firm level surface (never directly placed onto the sand or soil).
- During the erection of formwork / false work appropriately boarded working platforms shall be provided to ensure work can be carried out safely. Personnel are not permitted nor allowed to climb and work directly from false work components.
- When primary and secondary bearing timbers are being placed, work shall be carried out from below the working using an appropriately boarded working platform.

2.23 Ionizing Radiation

The Contractor shall ensure that radioactive sources shall be used in compliance with the General Rules and Regulations for the use and handling of Radioactivity and Radioisotopes as promulgated by the Abu Dhabi Department of Civil Defence and with prior written approval of the Client and / or Consultant.

Where the Works require the use of ionising radiation either by the Contractor or by some other organisation approved by the Client and / or Consultant, then the Contractor shall ensure that all employees are made aware of the precautions to be taken.

2.24 First Aid Facilities

The Contractor shall provide and maintain first-aid facilities and a clinic at the site in accordance with the UAE Labour Laws.

The Contractor shall ensure that First Aiders shall be registered and maintained a valid certificate of training from approved training providers and / or have taken part in approved training courses. The following shall be complied with:

- Emergency Medical Technicians (EMT) and Paramedics (EMT-P) shall have training identifying common worksite hazards and shall maintain a valid license issued by Health Authority – Abu Dhabi (HAAD).
- Nurses shall be provided with training on common worksite hazards shall hold a valid designation of Registered Nurse and maintain a valid license from Health Authority – Abu Dhabi (HAAD).
- Physicians shall be provided training on common worksite hazards and shall maintain a valid license issued by Health Authority – Abu Dhabi (HAAD).

The number of first aiders and / or medical staff in the work site shall be in accordance with the Abu Dhabi EHSMS and UAE Labour Law. When the Contractor employs more than fifty (50) or more workmen at the site (including the sub-contractor personnel), then a qualified nurse shall be present at all time on site.

First aid training shall be in line with the scope, activities, services, functions and needs of the Contractor, environment and associated potential hazards and risks, and comply with all requirements of relevant regulatory bodies and related regulations.

The following requirements are to be strictly followed by the Contractor:

- The Contractor shall ensure that all employees and other personnel have appropriate medical insurance that will provide coverage for medical care provided in the UAE.
- The Contractor shall ensure in the event of a medical emergency or work related injury/illness that transfer of employee(s) to the nearest medical facility is available.
- The Contractor shall ensure that a detailed medical emergency plan is provided and that it includes contact information for medical care facilities, ambulance services and location map to the nearest medical facility that can provide emergency medical care.
- Shall ensure that the provision for the minimum first aid and medical care facilities requirement at the work site is adequately provided and identified with recognized first aid sign. Workers must know how, when and where to receive first aid or medical treatment. Notices indicating contact details of site first aiders or appointed personnel, emergency contact number and/or radio frequency and where the first aid boxes are located shall be posted about the worksite.
- The Contractor shall ensure that any designated first aid or medical treatment centre be of appropriate size to meet the needs of the worksite and the availability of first aid resources is appropriate for first aid support to manage injuries and illnesses that are reasonably practicable to occur in worksite environment.
- The Contractor shall ensure that reported first aid and medical treatment cases are recorded and investigated.
- The Contractor shall ensure the safe disposal of waste resulted from first aid treatment.
- The Contractors shall ensure that proper first aid and / or medical treatment facility is available in the employee's camp.
- The contractor shall provide a crisis management plan that addresses a potential outbreak of contagious diseases.

2.25 Occupational Health and Hygiene

The Contractor shall ensure that all necessary arrangements have been made to identify any hazardous exposures to health of his employees and that precautionary measures have been taken to protect personnel and workplace.

2.26 Handling, Transportation and Disposal Of Hazardous Materials and Waste

When the Contractor, in the course of performing his obligations under the Agreement, handles hazardous materials, then the Contractor shall ensure that the handling of such materials is performed in accordance with currently accepted industry practices for the handling of such material.

The Contractor shall ensure that in handling of hazardous materials, especially liquids, such material is properly containerised and labelled with applicable standards.

Subject to any specific requirements, the Contractor shall include in its Environmental Program its procedure for the disposal of solid and liquid wastes. The procedure shall detail specific locations for the disposal of each type of waste (construction, chemical, sludge, sanitary, scrap and sewage) and shall also identify the steps to be taken to treat the wastes

or otherwise prevent them from polluting the ground water or the sea or from becoming a public nuisance.

Where it is required to dispose wastes determined to be hazardous, the Contractor shall:

- Familiarize itself with the requirements of all Federal and Abu Dhabi Emirate Laws and Regulations applicable to the hazardous materials they handle, including but not limited to:
 - Federal Law No. (24) of 1999 concerning Protection and Development of the Environment.
 - Federal Regulations for Handling Hazardous Materials, Hazardous Wastes and Medical Wastes issued by Cabinet Decree No. 37 of 2001.
 - Environment Agency – Abu Dhabi “Standard Operating Procedures for Permitting of Chemicals and Hazardous Materials in Abu Dhabi”.
 - Environmental Agency – Abu Dhabi “Guidelines for Storage of Chemical and Hazardous Materials”.
 - Current revised editions of international regulations / codes of practice ratified by the United Arab Emirates and that are being enforced.
 - Current revised editions of international model regulations prescribed by applicable federal or local laws and regulations or by federal or local Competent Authorities.
 - Requirements of relevant Competent Authorities and/or SRA as identified through codes of practice, guidelines, permit conditions, notices, information bulletins and inspection & audit reports.
 - Material Safety Data Sheet (MSDS) issued by manufacturers of hazardous materials.
- Familiarize itself with the list of hazardous materials that are banned or restricted by applicable laws and regulations. Contractors shall ensure that they:
 - Do not import, produce, store, export or otherwise handled banned materials.
 - Obtain any import permits / approvals required by the relevant Competent Authorities before proceeding to import any restricted materials.
 - Comply in the handling of each restricted material with the corresponding special requirements and conditions set by the relevant Competent Authorities.
- Follow applicable UAE regulations in disposing of hazardous waste materials.
- Ensure that it has the permits, licenses, approvals and other necessary documentation required by the relevant Competent Authorities to undertake their activities.
- Submit a program to the Client and / or Consultant for approval prior to the disposal of any hazardous material by the Contractor and / or Sub-Contractor.
- Perform a risk assessment that shall cover all activities, products and services to identify all hazardous materials that are present, stored or being handled at the worksite and the risk associated with them.
- Develop an emergency response plan for incidents involving hazardous materials and shall implement appropriate program for protecting safety and health of employees working with or near hazardous materials.
- Implement all reasonably practicable control measures to reduce the harmful effects of hazardous materials on human health and the environment by preventing and/or minimizing emissions, exposure and hazardous waste generation at source.
- The Contractor shall provide the Client and / or Consultant with proof that the hazardous wastes have been properly disposed of at a licensed hazardous waste disposal facility.
- The Contractor shall also provide to the Client and / or Consultant with proof of an established land treatment / disposal program which is designed to ensure that hazardous constituents placed in or on the treatment / disposal zone or degraded, transformed or immobilised within the treatment / disposal zone, in order to prevent migration to ground and / or surface waters.

2.27 Explosives

The Contractor shall promptly advise the Client and / or Consultant of any requirements for explosives and only use such explosives after the written approval of the Client and / or Consultant.

The Contractor shall comply with the general rules and requirements for the handling and use of explosives issued by the Abu Dhabi Civil Defense Authorities and all applicable regulations for the storage, transportation and use of explosives.

2.28 Sandblasting

The Contractor shall perform a risk assessment to determine the risks associated with abrasive blasting and to identify areas where control measures and safe work practices are required to reduce employee's exposure to hazards.

When purchasing blasting equipment, the Contractor shall consider the safety feature designed into the equipment.

The Contractor shall ensure that engineering control measures are evaluated and implemented to reduce and minimize personnel exposure to hazards associated with blasting operation.

The Contractor shall develop an inspection, testing and preventive maintenance plan to ensure blasting system is safe and working efficiently according to manufacturer specification.

When ventilation systems, blasting booths and/or blasting cabinets are used / provided to control personnel exposures, the Contractor shall ensure that they comply with the requirements of Local Exhaust Ventilation.

The Contractor shall monitor blasting operation to ensure that personnel are using equipment, safety devices and personal protective equipment appropriately.

2.29 Safety (anti-fall) Net

The Contractor shall provide and maintain a safety net system to catch person or persons falling whilst working in any location, from where he is liable to fall and it shall be positioned at not more than six (06) meters from the top most working level.

2.30 Overhead Shelters

The Contractor shall provide, erect and maintain overhead shelters at every point of entry / exit to the building.

The overhead shelters shall project at least three (03) meters from the building edge and shall be at least one and a half (1.5) meter wide and shall be sufficiently strong to support a weight of at least 75 kg point load.

2.31 Barricades to Lift Openings, Excavated Areas, Voids and the Open Sides of Buildings

The Contractor shall control access to dangerous or high risk areas or equipments through the use of barricades that shall be appropriate to the task and in serviceable condition.

The Contractor shall ensure that all work involving the use of barricades shall be appropriately planned, organized and supervised. Those involved in the barricading of hazards are trained and competent, and barricades shall be inspected on a regular basis by the competent person.

The Contractor shall barricade all lift openings, internal voids, excavated areas, and the open side of buildings where a workman is liable to fall a distance of more than three (03) meters.

The barricade shall be at least 1.1 meter high and shall have sufficient strength and rigidity to withstand a load of 50.0 kg.

2.32 Barricades and Signalling

Perimeter fencing / sheeting shall be carried out for protection of the public from hazards of the construction site. This fencing shall be capable of withstanding the effect of heavy winds and similar hazards.

Flasher amber lights or floodlights shall be provided as necessary to warn the passer-by and vehicles, of hazards, especially in the darkness.

When operations are such that signs, signals and barricades do not provide the necessary protection, or adjacent to a street, flagman or other appropriate traffic control shall be provided. Hand signalling shall be with red flags during the daylight and with red lights during darkness. Suitable hand held 'STOP' sign with white colored letters on red background may be used for the same. The flagman shall wear yellow or orange warning garment while flagging. During darkness he shall wear a garment of reflective material.

2.33 Authorized Operators for Machinery and Vehicles

The Contractor shall employ only experienced, trained and qualified operators / drivers for his site machinery and vehicles. All of them shall possess a valid operating or driving license issued by the relevant Authorities in the UAE.

The Contractor shall submit a list of machinery and vehicles on the site, together with the names, identity cards and years of experience of the operators qualified to operate them, not later than fifteen (15) working days from receipt of the letter of award.

2.34 Chute for Construction Debris

The Contractor shall provide adequate number of temporary chute to dispose construction debris from the upper levels of building if no service lift is provided for such a task. A large bin at the tower end of each of the chute shall be provided and emptied regularly.

2.35 Warning Signs and Lights

The Contractor shall display warning signs at strategic points around the periphery of the

site where trespassing is likely to occur. Warning lights shall be placed at similar positions at night to serve as warning.

If work is carried out near public roads, all signage shall comply with the UAE regulations.

2.36 Safety Training

The Contractor shall employ workmen who have attended a safety orientation course prior to start of work. Training shall be repeated periodically to ensure continued competence.

2.37 Housekeeping

The Contractor shall maintain and ensure a safe working environment by keeping the site neat and tidy and free from all hazards and debris. Materials shall be stacked up safely. Such housekeeping shall be carried out in such a manner and at such times so as not to cause any inconvenience to either the adjoining owners, occupiers or the public. Containers for debris and rubbish are to be provided at designated places.

The Contractor shall undertake appropriate risk assessment to ensure hazards from generation, handling, segregation, recycling, storage, transportation and disposal of waste are identified and appropriate control measures are implemented.

2.38 Noise Management

The Contractor shall as far as practicable, ensure that all processes, machines and equipment used, do not cause excessive noise (i.e. above an equipment sound pressure level of 85 dBA for an eight (08) hours work day).

The Contractor shall provide hearing protectors for workers who are exposed to excessive noise and ensure that they are worn at all times. Warning signs to remind workers that hearing protectors must be worn shall be put up in areas with excessive noise.

The Contractor shall develop and implement a "Hearing Conservation Program" if they would have noise hazards that exceed 85 dB (A) at worksite and the Company shall ensure that employees and visitors are not exposed to any continuous, intermittent or impact noise levels above 100 dB (A), unless the appropriate hearing protection is provided.

The Contractor shall consider eliminating noise hazards by purchasing low noise and vibration producing equipment and implementing equipment to manufacturer's specifications.

The Contractor can also implement other control measures to eliminate or reduce noise hazards by erecting barriers, etc. as low as reasonably practicable.

2.39 Pest Control

All building structures and associated facilities shall be insect and rodent proofed, free from vermin and shall be maintained throughout the duration of the project.

No person shall place, leave, dump or permit to accumulate garbage, refuse or litter in any buildings or on any premises of the site, in a manner that will afford food and harborage for

insects and rodents.

The Contractor shall develop and maintain an appropriate program for controlling pests and insects on worksites based on the requirements of Center for Waste Management – Abu Dhabi including approved pest control entities, materials/chemicals and process to be used.

2.40 Smoking

The Contractor and Sub-Contractor employees shall not engage in smoking while on duty and smoking is prohibited in the building and site offices.

Separate areas may be provided for the benefit of smokers (to be coordinated and approved by the Client), but must take into consideration suitable arrangements to protect non-smokers from discomfort caused by passive smoking.

PART 4

STANDARD FORMS TO BE USED DURING TENDER STAGE

FORM NO. 1
TENDER ACKNOWLEDGEMENT FORM
(on Bidder's letter headed paper)

To: Lycée Louis Massignon
P.O. Box 32314
Abu Dhabi, United Arab Emirates

E-mail: tala.abouhamed@llm.education
uae@helalandpartners.com

Project: Renovation of Block B'
Structural Repairs and Reinforcement
Plot (26_27), Sector (E40), Abu Dhabi Island, United Arab Emirates

Project No.: HP.1782

Dear Sir,

We acknowledge having paid all the related tender fees for this Project on
and confirm having collected all tender documents on

- a) We intend to submit our Tender on / or before
.....
- b) We do not intend to submit a Tender due to
..... and return herewith the
complete set of tender documents.

We wish to advise you of the following details with regard to our tendering office:

- i) Name of Tenderer :
- ii) Postal Address :
- iii) Office Address :
- iv) Telephone Number :
- v) Email Address :
- vi) Authorised Contact Person :
- Designation :
- Signature : Date

FORM NO. 2
FORM OF TENDER
(on Bidder's letter headed paper)

To: Lycée Louis Massignon
P.O. Box 32314
Abu Dhabi, United Arab Emirates

E-mail: tala.abouhamed@llm.education
uae@helalandpartners.com

Project: Renovation of Block B'
Structural Repairs and Reinforcement
Plot (26_27), Sector (E40), Abu Dhabi Island, United Arab Emirates

Project No.: HP.1782

Dear Sir,

1. Having carefully examined all the Documents forming part of the tender package and collected on/...../....., we, the Undersigned, offer to carry out the works in strict conformity with the said Tender Documents within the sum and rates quoted by us in the Bill of Quantities (Volume III of the tender documents) attached herewith.
2. We undertake, if our Tender shall be accepted, to commence and complete the works within the time stipulated in the Tender documents.
3. We agree to abide by this Tender for a period of ninety (90) days from/...../....., the Tender Submission Date, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
5. By submitting our Tender we acknowledge and confirm that we shall observe the terms of Paragraph 24 (Confidentiality of Documents) of the Instructions to Tenderers.
6. We understand that you are not bound to accept the lowest or any Tender received by you.
7. We acknowledge that the exception(s) / deviation(s) to the Tender requirements may render our bid technically unacceptable.

8. We acknowledge receipt of the following correspondence during the period for tender submission:

Reference Date

Reference Date

Reference Date

Reference Date

and confirm that the matters described therein are allowed for in this Tender.

Dated this Day of 2025

Signed by: (Name)

(Title)

Duly authorized to sign tender for and of behalf of:

(Legal Registered Name)

(Registered Business Address)

.....

.....

(Signature and Stamp)

(Witness)

FORM NO. 3
SCHEDULE – PROGRAM OF WORKS

1. Tenderers shall prepare and submit for the Client approval, in the form of a bar chart, its anticipated time schedule covering the various areas and activities required to complete the works. This schedule shall take due account of the Client information provided elsewhere in this document.

The tenderer shall particularly take into consideration that the building will be in use throughout the renovation period and that Works may have to be performed in parts and in different shifts (morning shifts, after working hours or night shifts).

2. The schedule provided shall be sufficiently detailed to clearly identify the following:
 - Mobilisation period and mobilisation activities;
 - Commencement of works, milestone;
 - Completion of works, milestone;
 - Interim completion milestones (if any stipulated by the Client);
 - Clear and comprehensive activity breakdown;
 - Separate activity breakdowns for different work locations (where appropriate to the Scope);
 - Identify sub-contracted activities separately by individual sub-Contractors (if any).
3. Where the term “days” are used with respect to the schedule, this shall be deemed to be calendar days unless specified otherwise.
4. Program of Works to be prepared using Primavera P6 software.

FORM NO. 4
RESSOURCES
ORGANISATION CHART
KEY PERSONNEL

1. Tenderers shall incorporate an Organisation Chart of its proposed staff for the works clearly identifying the following for his personnel:
 - State job titles, categories and names of personnel (indicating whether full time or part time, qualifications and years of experience).
 - Lines of communication and responsibility.
 - Support works available at Tenderers offices or elsewhere.
2. Tenderers shall incorporate herein brief resumes of its proposed key personnel for the works for Client's approval. The personnel resumes shall state the job title of the individual which Tenderers propose to assign to perform the works. This information must match that given in the Company's Organisation Chart.
3. In the event of technical problems, other available Tenderers resources from home office or elsewhere, allocated to the works (by Category) that will be mobilised within forty-eight (48) hours.

FORM NO. 5
SUB-CONTRACTORS & ASSOCIATES

1. It is recognized that the successful Tenderer may require to sub-contract specific areas of activities as defined in the Scope of Work. Such Tenderer shall require the Client's prior approval of Sub-Contractors for specific area of activities before their engagement.
2. The successful Tenderer shall provide the Client with detailed scope of sub-contracted works, pertinent experience and track record of proposed Sub-Contractors, expected dates of engagement and duration of sub-contracted works, description of sub-contracted deliverables and other matters and information that are relevant to obtaining Client's approval.

FORM NO. 6
CONTRACTOR HSE QUESTIONNAIRE

Name of Company:					
Type of Work tendered for:					
All questions must be completed – Incomplete questionnaires will be rejected					
<i>N.B. In answering the questions any reference to an attached file must state the exact location- Do not limit to "see attached".</i>					
	Questions	Answer with attachment name (Need to fill by contractor)			Score Pass/ Fail
1.	Does your company have a HSE Policy? (Mandatory requirement – obtain a copy)				
2.	Who is the person with overall responsibility for HSE within your organization? (Mandatory to provide cv copy)				
3.	Does the company have a valid ADOSH certificate? (Mandatory requirement – Must provide a copy)				
4.	Could you please confirm whether your company holds the following ISO certifications: ISO 45001 (Occupational Health and Safety) ISO 9001 (Quality Management) ISO 14001 (Environmental Management) (Mandatory requirement – Provide a copies)				
5.	How many employees do you have?				
6.	Do you employ subcontractors?				
7.	Outline what HSE training is provided to your staff. (Provide some attendance sheets)				
8.	How do you ensure your site based employees comply with HSE requirements?				
9.	Has your organization ever been prosecuted or received legal notices for poor HSE standards? (If yes please provide details)				
10.	What similar works have been undertaken in the last three years?				
11.	Do you agree to complete risk assessments and method statements as part of the safe system of work? (Mandatory to provide approved sample copies)				
12.	Has your company won any awards for good HSE standards?				
13.	How many work related Deaths, Major Injuries or lost time accidents has your company had over the last 12 months?	Deaths 0	Major Injuries 0	Lost Time Accidents 0	

	Questions	Answer with attachment name (Need to fill by contractor)	Score Pass/ Fail
14.	What day to day and week to weeks checks and inspections will you undertake to ensure the Health Safety and Welfare of all your staff on site and all other persons?		
15.	What day to day and week to week checks and inspections will you undertake to help protect the environment? (Attach sample check list)		
16.	How will you manage wastes on site? (provide sample of waste management plan)		
17.	Can and will you comply with the HSE requirements of Lycee Louis Massignon School?		
Form completed by:- (Need to fill by contractor)		Position:	
Date:		Signature:	

To be completed by Lycee Louis Massignon and Helal and Partners;

Reviewed By; Helal and Partners;

Name:

Signature:

Approved By: Lycee Louis Massignon

Name;

Signature:

Final HSE Review by: Eurolink Safety

Name:

Signature:

Date: _____

PART 5

STANDARD FORM OF CLIENT / CONTRACTOR AGREEMENT

**FORM OF AGREEMENT FOR
CONSTRUCTION WORKS**

عقد مقالة لتنفيذ أعمال

This Agreement is made and entered into on
this day [_____], 2025
by and between:

تحريراً في يوم [_____] م 2025
فيما بين كل من :

[_____]
P.O. Box [_____]
United Arab Emirates

[_____]
وعنوانها ص. ب. [_____]
الإمارات العربية المتحدة

Represented by [_____]

و يمثلها بالتوقيع على هذا العقد [_____]

(hereinafter called the “**First Party**”) و الذي سيعرف فيما بعد بـ (الطرف أول)

[_____]

[_____]

P.O.Box [_____]
Abu Dhabi
United Arab Emirates

و عنوانها ص. ب. [_____]
أبوظبي
الإمارات العربية المتحدة

Represented by [_____]

و يمثلها بالتوقيع على [_____]
هذا العقد السيد/

(hereinafter called the “**Second Party**”) و الذي سيعرف فيما بعد بـ (الطرف ثان)

Introduction

تمهيد :

Whereas the First Party wishes to enter into an Agreement for the structural renovation of Block B' on Plot (26_27), Sector (E40) in Abu Dhabi Island.

حيث أن الطرف الأول يرغب في توقيع اتفاقية لأعمال ترميم إنشائي للمبنى (B') على القسيمة (26_27) - حوض (شرق 40) في جزيرة أبوظبي.

The Second Party confirms having visited the site and having received all required information and details of the project and having studied such documentations. Based on this and on the conditions of Contract and specifications, he has prepared a price by himself and consequently presented his Offer on [_____] which was approved by the First Party and based on which a letter of award was issued to the Second Party for the execution of these Works.

و أقر الطرف الثاني بأنه قد قام بزيارة الموقع و تحقق من تفاصيل المشروع و أنه قام بتحديد الأسعار بنفسه ، و بناءً على دراسته لتفاصيل الأعمال كافة و حسب الشروط و المواصفات الواردة ، قدم عرض بتاريخ [_____] ، والذي تم اعتمده من الطرف الأول ، و على هذا الأساس فقد تم تكليف الطرف الثاني بتنفيذ هذه الأعمال بناءً على العرض المقدم منه .

The two Parties have expressed their wish to sign a Contract and then agree on the following:

أقر الطرفان بأهليتهما القانونية للتعاقد وعليه فقد تم [] اتفاق
على ما يلي :

First

The introduction of this Agreement and all the documents, invitations, correspondences, appendixes, addendums and approvals sent from the First Party to the Second Party during the tender stage and after submission of the Second Party Offer on [_____], are considered as forming part of this Agreement.

Second - Scope of this Agreement

The Second Party shall execute the Works in full based on the existing site conditions, the architectural and technical drawings provided for guidance during the tender period and as per the specifications and conditions of this Agreement.

The Second Party shall also be responsible to supply and execute all Works after obtaining the approval of the First Party on all materials, equipments, fabrics, shop drawings and any other relevant item to be supply and installed in the area and that is part of his scope of works.

Third - Duration of the Contract

The Second Party shall perform all works included in his scope of works and that are part of this Contract within a period not exceeding [_____] days starting from [_____], which represent the date of acceptance of the Letter of Award by the Second Party and is deemed to represent the starting of the Works. This period includes the mobilization works for the Project.

This period includes all Fridays, Saturday, Sundays, vacations and official holidays. If the handing over date happens to be during a public holiday, then such date is to be extended by the duration of such a holiday and to be on the first working day after this holiday.

The Second Party has no right to claim for any activities performed by him between the

أولاً

يعتبر التمهيد السابق و جميع الوثائق والمستندات و الدعوات و المراسلات و خطاب القبول المرسل من الطرف الأول إلى الطرف الثاني و الملحقات بما في ذلك تفاصيل أسعار بنود الأعمال المقدمة من الطرف الثاني في تاريخ [_____] ، جزءاً لا يتجزأ من هذا العقد.

ثانياً – موضوع العقد

يلتزم الطرف الثاني بتنفيذ المشروع المقترح بالكامل حسب ظروف الموقع الحالية و الرسومات الهندسية و الفنية المقدمة للتوجيه أثناء المناقصة و حسب المواصفات و طبقاً لشروط هذا العقد .

و يكون الطرف الثاني مسؤولاً أيضاً لتزويد و تنفيذ كافة الأعمال بعد الحصول على موافقة الطرف الأول على جميع المواد و المعدات و أي عنصر آخر يكون جزء من نطاق عمله.

ثالثاً – مدة تنفيذ العقد

يلتزم الطرف الثاني بتنفيذ جميع الأعمال موضوع العقد في مدة أقصاها [_____] يوماً تبدأ من تاريخ قبول الأعمال من الطرف الثاني و توقيع على كتاب ترسية الطرف الأول بتاريخ [_____] ، و يعتبر هذا التاريخ موعد لبدء العمل و تشمل هذه المدة كافة الأعمال التحضيرية للمشروع.

وتشمل مدة التنفيذ أيام الجمع و السبت و الأحد و الأعياد و العطلات الرسمية ، و إذا صادف تاريخ تسليم الأعمال عطلة رسمية امتد التاريخ بمقدار تلك العطلة إلى أول يوم عمل بعدها .

و يحق للطرف الثاني المطالبة بأية قيمة لأعمال قام بها في الفترة بين تقديم عرضه و قبوله لأعمال موضوع هذا العقد و توقيع على كتاب الترسية الصادر من الطرف الأول.

submission of his Offer and his acceptance and signature of the Letter of Award of the Project issued by the First Party.

Fourth – Amount of the Contract

It is agreed between the Parties that the fees due to the Second Party for executing the complete Works as per the terms of this Agreement and the hand over to the First Party as per the Conditions of Contract, drawings, technical specifications and specific conditions has been set as a lump sum of [] UAE dirhams only in return of completing his obligations in full as per the terms of this Agreement and its attachments. It is agreed between the two Parties that the amount indicated in this Agreement is final and the Second Party has no right to ask for additional amounts to this Contract, whatever its source may be, whether caused by the increase of labor wages or the increase in the cost of building materials needed for execution of the Works.

Fifth – Obligations of the First Party

Article 5.1 – Financial Payments

The First Party shall pay to the Second Party the amount of the fees indicated in Article 4 as follows:

- The First Party shall pay to the Second Party an advance payment representing ten percent (10 %) of the value of the Agreement subject to the submission of an unconditional bank guarantee from one of the registered banks by the Second Party. Such bank guarantee shall be issued for the total amount of the advance payment, shall not be subject to cancellation and shall remain valid up to completion of the Works. No retention is to be applied on the advance payment.
The value of the advance payment is to be refunded in monthly installments, based on the full amount of the advance payment

رابعاً – قيمة العقد

من المتفق عليه بين الطرفين أن القيمة المستحقة للطرف الثاني عن قيامه بجميع الأعمال موضوع هذا العقد و تسليمها حسب الشروط و الرسومات والمواصفات الفنية و قائمة [] شروطاات قد تحددت بمبلغ مقطوع و قدره [] درهم إماراتي، و ذلك مقابل قيامه بالتزاماته المقررة وفقاً لأحكام هذا العقد و مرفقاته على الوجه الأكمل ، و من المتفق عليه بين الطرفين أن القيمة المشار إليها في هذا العقد قد تحددت بصفة نهائية حيث [] يجوز للطرف الثاني المطالبة بأية زيادة بوجه عام في قيمة العقد أيأ كان مصدرها سواء كان سببها ارتفاع أجور العمال أو أثمان المواد اللازمة لتنفيذ العقد.

خامساً – التزامات الطرف الأول

البند (5.1) – سداد المقابل المالي:

يقوم الطرف الأول بسداد المقابل المالي المشار بالبند أربعة للطرف الثاني على النحو الآتي:

- أ – يدفع الطرف الأول للطرف الثاني دفعة مقدمة قدرها عشر بالمائة (10 %) من قيمة العقد و في المقابل يقوم الطرف الثاني بتقديم كفالة بنكية غير مشروطة و غير قابلة للإلغاء بقيمة الدفعة المقدمة ، صادرة من أحد البنوك المعتمدة و تكون مدتها سارية حتى تاريخ نهاية المشروع و [] تخضع الدفعة المقدمة إلى المحتجزات و يتم رد قيمتها على أقساط شهرية بنفس قيمة الدفعة المقدمة من قيمة شهادات الدفع الشهرية شريطة أنه عند اصدار شهادة استلام لكامل أعمال العقد أو عند إنهاء العقد يصبح عندئذ كامل الرصيد المتبقي مستحق و قابل للدفع فوراً بواسطة الطرف الثاني إلى الطرف الأول.

and as per the progress of works and the related value of the monthly payment certificates. The full remaining balance shall be due and shall be payable immediately by the Second Party to the First Party when issuing the acceptance certificate for the whole of the Works or upon termination of the Agreement.

- b. The First Party shall pay to the Second Party payments on account based on the progress of the Works (not exceeding ninety percent (85 %) based on the value of the items indicated in the bill of quantities and that have effectively been executed and within a period of thirty (30) days. The value of the payment shall be submitted through payment certificates showing the executed works approved by the First Party. Retention of fifteen percent (15 %) is to be applied up to the preliminary handing over of the Works.

The first (5 %) shall be released upon the delivery of the preliminary completion certificate subject to providing to the First Party all as built drawings, guaranties and operation and maintenance manuals as indicated in the specifications.

The second payment of the retention (5 %) shall be released upon issuance of the "Certify Building Condition" certificate from the Department of Municipalities and Transport.

The First Party shall pay to the Second Party the remaining of his dues, or what is left of it, after deducting the applicable amounts based on the conditions of this Agreement after the conclusion of the defects liability period and upon delivery of the final handing over of the Works to the Second Party.

ب- يدفع الطرف الأول للطرف الثاني دفعات تحت الحساب تبعاً لتقدم العمل (بحد أقصى % 85) ، من القيمة المقررة بجدول الفئات للأعمال التي تمت فعلاً بمدة أقصاها ثلاثون (30) يوماً ، و ذلك بموجب مستخلصات مقدمة منه بالأعمال المنفذة بعد تدقيقها مالياً و فنياً ، و اعتمادها من قبل الطرف الأول ، و يتم الاحتفاظ بنسبة خمسة عشرة بالمائة (% 15) المتبقية حتى تاريخ إتمام التسليم الابتدائي .
يتم الإفراج عن أول جزء من المحتجزات (% 5) عند اصدار شهادة الاستلام الابتدائي و موافاة الطرف الأول بكافة الأدلة التشغيلية و أدلة الصيانة مع كافة المخططات (كما بنى) المطلوبة طبقاً للمواصفات .
يتم الإفراج عن ثاني جزء من المحتجزات (% 5) عند اصدار شهادة الأشغال من دائرة البلديات و النقل .
يدفع الطرف الأول للطرف الثاني باقي مستحقاته ، أو ما تبقى منها بعد استقطاعات المقررة وفقاً لأحكام العقد ، و تسوية الكفالة المصرفية عند التسليم النهائي للأعمال بعد مضي مدة اصلاح العيوب وتقديم الطرف الثاني المحضر الرسمي الدال على ذلك .

Article 5.2 : Preliminary Handing Over and Final Accounts for the Works

- a. The preliminary handing over shall take place after completing the Works in the given period as per the applicable procedures and after receiving a completion report from the Second Party and a technical report from the Consultant and the technical Representative of the First Party confirming execution of the Works as per specifications and the Conditions of this Agreement and its attachments.
- b. After the preliminary handing over of the Works, the First Party shall prepare the statements for the Works actually completed and shall pay to the Second Party what is due to him after deducting the amounts on account previously paid or any other amounts due to him.

البند (5.2) – الاستلام الابتدائي و تحرير الكشوف الختامية للأعمال:

- أ - يتم استلام الأعمال ابتدائياً بعد تنفيذها في الميعاد المحدد وفقاً للإجراءات المتبعة في هذا الشأن و بمقتضى تقرير إنجاز من الطرف الثاني ، و تقرير فني من الإستشاري العام و الإدارة المعنية لدى الطرف الأول يفيد تنفيذ الأعمال طبقاً للمواصفات و الشروط المحددة بموجب هذا العقد و ملحقاته .
- ب- بعد التسليم الابتدائي للأعمال يقوم الطرف الأول بتحرير الكشوف الختامية بقيمة الأعمال التي تمت فعلاً ، و يصرف للطرف الثاني ما يستحق له بعد خصم المبالغ التي سبق صرفها على الحساب ، أو أية مبالغ أخرى مستحقة عليه .

Article 5.3 : Final Handing Over and Final Settlements of Accounts

At the time of final handing over of the Works and according to the applicable procedures and conditions and after completing the one year defects liability period and submission by the Second Party of an official certificate confirming the above, the final settlement to the Second Party becomes due and the First Party shall pay to the Second Party the rest of his dues and the final guarantees or what is remaining of it, after any applicable deductions as per the terms of this Agreement.

التسليم النهائي و تسوية الحساب الختامي للعقد:

عند التسليم النهائي للأعمال وفقاً للإجراءات و الشروط المقررة ، بعد مضي مدة إصلاح العيوب ، و تقديم الطرف الثاني المحضر الرسمي الدال على ذلك ، يسوى الحساب الختامي للمقاوله ، و يسدد الطرف الأول للطرف الثاني باقي مستحقاته ، كما يسوى التأمين النهائي أو ما تبقى منه، بعد استقطاعات المقررة وفقاً لأحكام العقد.

Sixth – Obligations of the Second Party

Submission of the Program of Works

The Second Party shall submit within one week from the date of signature of this Agreement a clear and detailed program of works indicating the stages for executing the Works.

The duration indicated in the program shall

سادساً – التزامات الطرف الثاني

تقديم البرنامج الزمني لمراحل التنفيذ

يلتزم الطرف الثاني بأن يقدم للطرف الأول خلال أسبوع من تاريخ التوقيع على العقد برنامجاً زمنياً واضحاً ومحدداً و مفصلاً لمراحل تنفيذ الأعمال على أن تتجاوز مدة هذا البرنامج المدة المحددة للتنفيذ و يشمل هذا البرنامج المراحل

not be longer than the agreed execution period and it shall be separated into sections to show how the various sections of the Works are to be integrated. Resources (labors, equipments and costs) shall also appear in the Program.

The baseline program shall become an attachment to this Agreement after its approval by the First Party. The Second Party shall then become bound by the periods indicated in this document after its approval. The First Party has however the right to request modifications to this Program for the benefits of the Works and the Second Party has no right to claim for compensation following this change or any part of it and shall have no effect towards the obligation of the Second Party to execute the works in the agreed period.

In all cases, this does not relieve the Second Party from his full responsibility for the accuracy of his designs and its compliance with the standards.

Article 6.2 : Performance Security

The Second Party shall submit a performance bond representing ten percent (10 %) of the Contract value from one of the registered banks in the United Arab Emirates, subject of acceptance by the First Party of such financial institution. The content of the performance bond shall be as indicated in the tender documents and shall be submitted within fourteen (14) days from the acceptance by the Second Party of the letter of award issued by the First Party. It shall remain valid up to the delivery of the final handing over certificate by the First Party.

Article 6.3 : Insurance of Labors and Others

The Second Party shall, before the start of the Works, submit insurances that cover all risks that may be caused by the activities and that can lead to death or injury of any of its employees or workers or other people. The

الزمنية لتنفيذ المشروع و حجم و نوع العمالة و للمواد و المعدات اللازمة لكل مرحلة منها و التي يتعين تواجدها بالموقع خلال التنفيذ ، و [] يعمل بهذا البرنامج [] بموافقة و اعتماد الطرف الأول و يصبح البرنامج بعد اعتماده ملحقاً بهذا العقد و يتعين على الطرف الثاني [] التزام به.

و مع ذلك يجوز للطرف الأول إدخال أي تعديل على هذا البرنامج بما يراه ضرورياً لصالح العمل و [] يحق للطرف الثاني المطالبة بالتعويض عن هذا التعديل أو نسيته ، و دون أن يؤثر على التزامه بتنفيذ الأعمال في الموعد المحدد و [] على مسؤوليته بشأن صحة و سلامة و كفاية الأساليب المتبعة في التنفيذ و المعدات المستخدمة.

و في جميع الأحوال ، [] يعفى الطرف الثاني من المسؤولية الكاملة عن صحة التصميمات و اتفاقها مع الأصول الفنية.

البند (6.2) – كفالة حسن التنفيذ

يجب على الطرف الثاني الحصول على ضمان من أحد البنوك المرخصة في دولة الإمارات العربية المتحدة و المقبولة للطرف الأول بالصيغة المذكورة و المرفقة بمستندات المناقصة و ذلك خلال أربعة عشر (14) يوماً من تاريخ خطاب القبول. و تكون قيمة كفالة حسن التنفيذ هي عشرة بالمائة (10 %) من سعر العقد و تظل سارية حتى إصدار شهادة المسؤولية عن العيوب عند الإستلام النهائي للمشروع.

البند (6.3) – التأمين على العمال والغير :

يلتزم الطرف الثاني و قبل بدء الأعمال أن يقوم بالتأمين ضد ما يحدثه سير العمل من وفاة أو إصابة لأي من موظفيه أو عماله أو غيرهم من أفراد الناس أو من إضرار بممتلكات الطرف الأول أو الغير و يكون الطرف الثاني مسؤولاً وحده عما ينتج عن

insurance shall also cover any damage to the property of the First Party or other Third Parties.

The Second Party shall be solely responsible for the consequences of death, injury or damage of any kind to workers or to the public during the execution of the Works, whether this may be arising from negligence or personal negligence of its agents and employees. In all cases, the Second Party shall be fully responsible for his workers and his staff and whom may employ them.

الوفاة أو الإصابة أو الأضرار أي كان نوعها للعمال أو الجمهور و سواء نشأت عن إهماله الشخصي أو إهمال وكلائه و عماله و من يستخدمهم أثناء سير العمل . و في جميع الأحوال يكون مسئولاً عن عماله و موظفيه و من يستخدمهم مسئولية كاملة .

Article 6.4 : Safety, Security and Protection of the Environment

The Second Party shall follow the regulations, standards practices and the codes of practices applicable in the Emirate of Abu Dhabi and in the United Arab Emirates including but not limited to the regulations of the Municipality, Police, the Health Authority and the Labor Department. The Second Party shall be sole responsible on any infringement to the applicable regulations or for who is applying them during the Works.

The Second Party shall also be fully responsible for all providing all risk assessment, method statements, workmen compensation insurance and any other document requested by the HSE management company appointed by the First Party prior to the commencement of the works.

البند (6.4) – الأمن و السلامة و حماية البيئة :

يلتزم الطرف الثاني بإتباع أحكام القوانين و اللوائح و النظم المعمول بها في إمارة أبوظبي و دولة الإمارات العربية المتحدة بما في ذلك على سبيل المثال و الحصر لوائح و نظم البلدية و الشرطة و الصحة و مكاتب العمل و غيرها ، و يكون مسئولاً وحده عن كل مخالفة للقوانين و اللوائح المعمول بها أو التي تصدر عنه أو عن من يستخدمهم أثناء العمل. كما يكون الطرف الثاني مسئولاً بشكل كامل عن توفير جميع تقييمات المخاطر و بيانات الطريقة و تأمين تعويضات العمال و أي مستند آخر يطلبه شركة إدارة الصحة و السلامة و البيئة المعنية من قبل الطرف الأول قبل البدء بالأعمال.

Article 6.5 : Execution of the Terms of the Agreement and Good Faith

The Second Party shall execute the subject of the Contract in good faith and based on the drawings and the specifications and the designs and all the related conditions.

The Second Party shall advise the First Party in the right time of any mistake or omission noted by him. The Second Party shall not initiate any changes or make any modifications on the drawings and specifications without first obtaining a

البند (6.5) – تنفيذ موضوع العقد وحسن النية:

يقوم الطرف الثاني بتنفيذ موضوع العقد وفقاً لما يوجبه حسن النية و طبقاً للرسومات و المواصفات و التصميمات و كافة الشروط المتعلقة به ، و عليه أن يخطر الطرف الأول في الوقت المناسب بكل خطأ أو سهو يكتشفه فيها ، كما يلتزم بعدم إجراء أي تغيير أو تعديل من تلقاء نفسه على الرسومات و المواصفات المقررة ، دون الحصول على موافقة و تصريح كتابي مسبق من الطرف الأول .

written acceptance from the First Party.

**Article 6.6 : Equipments and
Machineries Needed for
the Execution**

All machineries, equipments and tools needed by the Second Party for the execution of the Works shall be provided by this Party only and at its own cost. These items shall be of the best quality and of the type used for similar projects. The Second Party has no right to claim for the costs of rents, usage, repair or maintenance of such items or any other related costs. The Second Party shall use a sufficient number of engineers, skilled labors or others at his own cost for assuring proper flow of work as he is responsible to remove all the machineries, equipments, tools, debris and others as soon as completing the Works and before the preliminary handing over of the Works.

**Article 6.7 : Customs and Other
Duties , Rates , Taxes
and Other Charges.**

The Second Party shall give all notices and pay all customs or other import and export duties , rates (including all handing and freight charges , wharfage and harbor dues , shipping and other rates and charges and taxes of whatever nature) required to be given or paid in order to comply in all respects with the provisions of any law or any regulation or Bye-Law of any local Government Authority which may be applicable in the concerned Emirate in the Country in connection with the fulfillment of the Contract. The rates in the Bills of Quantities will be held to have included for all charges in respect of the above.

**Article 6.8 : Increase or Decrease of
the Scope of Works**

The Second Party shall implement any amendments required by the First Party in the volume of Works included in this Agreement (plus or minus) based on the same unitary

البند (6.6) – الآليات والمعدات اللازمة للتنفيذ:

جميع الآليات و المعدات و الأدوات و المهمات التي يحتاج إليها الطرف الثاني لتنفيذ العمل يحضرها على حسابه الخاص، على أن تكون من أجود الأنواع التي تستعمل في المشروعات المماثلة لموضوع هذه المقابلة ، و [] يحق له أن يطلب الطرف الأول بئمن أو أجرة استعمال أو تصليح أو صيانة هذه الآليات ، أو أية مصاريف أخرى ، و عليه أن يستخدم عدد كاف من المهندسين و الفنيين و غيرهم لضمان حسن سير العمل و ذلك كله على نفقته و تحت مسؤوليته ، كما عليه إخلاء الموقع من كافة المعدات و المخلفات و غيرها مما أشير إليه بصدد هذا البند ، و ذلك فور [] انتهاء من المشروع و تسليمه تسليمًا ابتدائيًا .

**البند (6.7) – الجمارك و الرسوم و المعدلات و
الضرائب و المفروضات الأخرى:**

يجب على الطرف الثاني توجيه كافة الإشعارات و دفع كافة الرسوم الجمركية و رسوم الاستيراد و التصدير الأخرى و المعدلات (بما في ذلك كافة رسوم المناولة و الشحن و رسوم أرصفة التحميل بالموانئ و مستحقات العمال و أجور الشحن و المعدلات و الرسوم و الضرائب الأخرى من أي طبيعة كانت) المطلوب توجيهها أو دفعها بغرض الإلتزام من كافة النواحي بأحكام أي قانون أو أي [] فتحة أو نظام داخلي خاص بأي سلطة حكومية محلية قد تكون مطبقة في الإمارة المعنية من دولة الإمارات العربية المتحدة في ما يتعلق بتنفيذ العقد . و تعتبر الأسعار المذكورة في قائمة الكميات متضمنة كافة الرسوم بخصوص ما جاء أعلاه.

البند (6.8) – زيادة أو نقص حجم الأعمال:

يلتزم الطرف الثاني بتنفيذ أية تعديلات يطلبها الطرف الأول في حجم الأعمال الواردة في العقد بالزيادة أو النقصان بنفس الأسعار الإفرادية المذكورة في قوائم الكميات المتفق عليها ، و

rates mentioned in the agreed bill of quantities subject to having the amounts related to these changes within the limits of twenty five percent (25 %) of the value of the original contract.

If these works were not included in the Agreement and were a supplement, the Second Party shall implement these changes and their value is to be determined by mutual agreement between the Parties.

In all cases, the First Party may cancel these amendments before execution.

ذلك في حدود خمسة و عشرون بالمائة (25 %) من قيمة العقد الأصلي، و إذا كانت الأعمال غير واردة في العقد و كانت مكتملة أو متممة له فيلتزم الطرف الثاني بتنفيذها و تحدد قيمتها باتفاق الطرفين.

و في جميع الأحوال يجوز للطرف الأول العدول عن هذه التعديلات قبل تنفيذها.

Article 6.9 : Abandonment of the Agreement or of the Dues

The Second Party has no right to abandon this Contract or waive any amounts due to him in part or in full, unless receiving prior written consent from the First Party.

In all cases, the Second Party remains responsible for any rights due to the First Party.

البند (6.9) – التنازل عن العقد أو المبالغ المستحقة عنه:

□ يجوز للطرف الثاني التنازل عن هذا العقد أو عن المبالغ المستحقة له كلها أو بعضها ، □ بعد أخذ الموافقة الخطية المسبقة من الطرف الأول ، و في جميع الأحوال يظل الطرف الثاني مسئولاً بطريق التضامن مع المتنازل إليه عن تنفيذ العقد، و بما يكون للطرف الأول من حقوق.

Article 6.10 : Exceptional Circumstances or Accidents during the Execution

In the case of occurrence of exceptional circumstances or accidents that could not be determined causing difficulty in the execution of the Works and in such a way that it exposes the Second Party to heavy losses, the Second Party shall continue the execution of the Works with his right for compensation, which will be decided by the First Party.

البند (6.10) – الظروف أو الحوادث الاستثنائية في التنفيذ:

إذا طرأت ظروف أو حوادث استثنائية غير متوقعة ، و □ يمكن دفعها ، و ترتب على حدوثها أن أصبح تنفيذ العقد مرهقاً ، و بشكل قد يعرض الطرف الثاني لخسارة فادحة ، و جب عليه □ استمرار في التنفيذ ، مع حفظ حقه في التعويض الذي يقرره الطرف الأول .

Article 6.11: Repair and Restoration during Execution

If the First Party or the Consultant noted at any times prior to the preliminary handing over that any of the Works covered by this Agreement has manufacturing defects or the material is not as per specifications, then the Second Party is obliged to repair, renovate, remove, break or have it redone at its own

البند (6.11) – الإصلاح والترميم أثناء التنفيذ:

إذا تبين للطرف الأول أو الاستشاري في أي وقت قبل □ استلام □ ابتدائي أن أي من الأعمال موضوع هذا العقد غير صالح في صناعته أو مواده أو غير مطابق للمواصفات ؛ فإن الطرف الثاني ملزم بإصلاح أو ترميم أو إزالة أو تكسير أو إعادة إنشاء على حسابه و دون أن يكون له الحق في الرجوع على الطرف الأول بأية مصاريف ناشئة عن ذلك .

costs and without right to claim for any related costs to the First Party.

If the Works in part or in whole are covered or are not visible to the eyes or are not completed or maintained as per the terms of this Agreement, and deficiencies or defects appeared and where not known to the First Party, then the First Party has the right to request the Second Party to undertake whatever is needed and at its own cost for having such Works acceptable in all points of view.

The Second Party is fully responsible for all materials used during the execution of the scope of this Agreement. All material must be officially approved by the Consultant before being delivered to site.

و إذا كانت الأعمال كلها أو بعضها مغطاة أو غير ظاهرة للعيان و غير تامة أو غير مصانة طبقاً لشروط العقد ، و ظهر بها نقب أو عيب و لم تكن معلومة للطرف الأول ؛ كان له الحق في الطلب من الطرف الثاني إجراء ما يتطلب بشأنها و على حساب الطرف الثاني ، حتى تصبح الأعمال صالحة من جميع الوجوه.

يتحمل الطرف الثاني المسؤولية الكاملة عن جميع المواد المستخدمة خلال تنفيذ نطاق هذه الاتفاقية و يجب اعتماد جميع المواد رسمياً من قبل الاستشاري قبل تسليمها إلى الموقع.

Article 6.12 : Duration of Defects Liability Period

Both Parties agree that the defects liability period for the Works shall be one (1) year from the date of preliminary handing over of the Works and the Second Party shall be responsible to maintain the Works in good condition during this period. If deficiencies or defects appear during the liability period indicated above and / or if further interventions are requested by the local Authorities (Department of Municipalities and / or the, Department of Education and Knowledge and / or any other Department), the Second Party shall undertake the necessary rectifications at his own costs and within the period of time fixed by the First Party.

If the Second Party did not rectify the issues within the allocated period of time and to the satisfaction of the First Party, then the First Party has the right to take the measures that he feels are needed on the Second Party charge and under his responsibility and the Second Party has no right to object on the method undertaken to rectify the problem and the related costs.

البند (6.12) – مدة إصلاح العيوب:

اتفق الطرفان على أن تكون مدة إصلاح العيوب للأعمال هي (1) سنة واحدة من تاريخ الاستلام ابتداءً ، و يكون الطرف الثاني مسؤولاً عن بقاء الأعمال سليمة خلال تلك الفترة ، فإذا ظهر بها عيب أو خلل خلال مدة إصلاح العيوب المشار إليها أو / و تم طلب تصليحات إضافية من طرف الدوائر الرسمية (دائرة البلديات و النقل أو / و دائرة التعليم و المعرفة أو / و أي دائرة أخرى) ؛ التزم بإصلاحه و على نفقته و في الموعد الذي يحدده الطرف الأول.

فإذا قصّر في إجرائها كان للطرف الأول الحق في تنفيذها بالكيفية التي يراها و على نفقة الطرف الثاني و تحت مسؤوليته و يكون للطرف الثاني الحق في الاعتراض على كيفية الإصلاح أو تكاليفه .

Article 6.13 : Delays Penalties

The Second Party undertakes to complete all Works covered by this Agreement in compliance with the Conditions of Contract and the Specifications within the given time frame.

If the Second Party fails to complete part or whole within the given period, delays penalties shall then be applied to him based on the following formula (10 % of Contract Value) / (40 % of time for completion in days) (in dirhams) per day and for every day of delay but not exceeding ten percent (10 %) of the Contract value.

The penalties become applicable as soon as delays in handing over of the Works occurred without the need for advising, excusing or undertaking any legal procedures. These penalties shall be deducted from the final dues owned to the Second Party.

البند (6.13) – غرامة التأخير:

يلتزم الطرف الثاني بأن ينهي جميع الأعمال موضوع العقد طبقاً للشروط و المواصفات في الميعاد المحدد .

فإذا تأخر الطرف الثاني في تنفيذ كل أو بعض هذه الأعمال في الميعاد المحدد فُرضت عليه غرامة تأخير بناءً على المعادلة التالية (10 % من سعر العقد بدرهم إمارتي) / (40 % من مدة الإنجاز بالإيام) (بالدرهم) ، عن كل يوم تأخير ويحد أقصى ما قيمته عشرة بالمائة (10 %) من قيمة العقد .

و تستحق الغرامة بمجرد حدوث التأخير دون الحاجة إلى تنبيه أو اعتذار أو اتخاذ أية إجراءات قضائية أو إثبات الضرر وتخصم الغرامة المترتبة على الطرف الثاني من المبلغ النهائي المستحق له لدى الطرف الأول.

Article 6.14: Approvals

The Second Party shall prepare a schedule of approvals for all materials, permanent equipments and plants, Sub-Contractors and shop drawings and submit to the Consultant for his approval within fourteen (14) days of the date of the Letter of Acceptance.

The Second Party shall submit to the Consultant for his approval all the materials for the project within fourteen (14) days from the date of the Letter of Acceptance.

البند (6.14) – الإعتمادات :

يجب على الطرف الثاني إعداد جدول للموافقات على كافة المواد و المعدات الدائمة و مقاولي الباطن و المخططات التنفيذية و تقديم ذلك الجدول إلى الاستشاري للحصول على موافقته عليه خلال أربعة عشر (14) يوماً من تاريخ خطاب القبول.

على الطرف الثاني أن يقدم للاستشاري من أجل الحصول على اعتماد كافة المواد التي ستستخدم في المشروع خلال أربعة عشر (14) يوماً من تاريخ خطاب القبول.

Article 6.15: Weekly Reports

The Second Party shall submit to the First Party after the end of each week, a report and shall include, but not limited, to the following:

- 1- Progress report which shall describe progress achievements and highlight any suspended issues.
- 2- Program which shall indicate planned and actual progress.
- 3- Progress curve which shall be a tabular, graphical representation of planned and

البند (6.15) – التقارير الاسبوعية :

يجب على الطرف الثاني تقديم الى الطرف الأول بعد نهاية كل اسبوع تقريراً و يجب أن يتضمن ، على سبيل المثال □ الحصر ، ما يلي :

أ - تقرير تقدم سير الأعمال يصف غنجازات تقدم سير الأعمال و يظهر المواضيع المعلقة ان وجدت .

ب - برنامج يشير إلى تقدم سير الأعمال المخطط له و افغلي .

ت - منحنى تقدم سير الأعمال و الذي يكون على هيئة

- actual levels of progress.
- 4- Manpower histogram which shall be a tabular, graphical representation of planned and actual levels of manpower.

جداول و رسومات بيانية لمستويات تقدم سير الأعمال المخطط له و الفعلي.

ث- بيان تاريخي للأيدي العاملة و يكون منفذاً على هيئة جدول و رسومات بيانية يشير إلى مستويات العمالة المخطط لها و الفعلية .

Article 6.16 : Safety of the Structural System

The Contractor shall be held responsible for a period of ten (10) years after the issuance of the completion certificate for the safety of the structural system of the construction and for any default or defect in the Works resulting from the execution thereof, irrespective of the final handover certificates and the return of insurance policies to him.

البند (6.16) – سلامة الهيكل الإنشائي للبناء :

يتحمل المقاول المسؤولية لمدة عشر (10) سنوات بعد تاريخ اصدار شهادة الإنجاز عن سلامة الهيكل الإنشائي للبناء و أي أخطاء أو عيوب أو أعطال في الأعمال ناشئة عن تنفيذها بصرف النظر عن إصدار شهادات الإستلام النهائي و إعادة بوالبب التأمين إليه .

Seventh – Works to be Measured

The Agreement is for a lump sum amount and is not subject to re-measurement. If the Work is varied by the First Party, only that part varied will be re-measured.

سابعاً – كيل الأعمال

العقد هو قائم على أساس مبلغ مقطوع ثابت و لا يخضع لإعادة الكيل . و في حالة التغييرات الطارئة على الأعمال بواسطة الطرف الأول ، يتم إعادة كيل الجزء الذي تم إدخال التغييرات عليه فقط .

Eighth – Quantities

The quantities set out in the Bill of Quantities are deemed to be the actual and correct quantities of the Works to be executed by the Second Party in fulfilment of his Obligations under the Agreement. The Second Party shall check these quantities in the Bill of Quantities and be responsible for their accuracy. No adjustment will be made in the event of any error or omission in the quantities being discovered after signing this Agreement.

ثامناً – الكميات

تعتبر الكميات الواردة في جداول الكميات كميات فعلية و صحيحة للأعمال المتوجب تنفيذها بواسطة الطرف الثاني وفاءً بالتزاماته بموجب العقد . و يجب على الطرف الثاني مراجعة الكميات في قوائم الكميات و يكون مسؤولاً عن دقتها. و يتم عمل أي تسويات في حالة أي خطأ أو حذف أو إغفال في الكميات يتم إكتشافه بعد توقيع العقد .

Ninth – Unit Prices

Unit prices quoted by the Contractor in the Bill of Quantities shall be used solely for the valuation of variations to the Works and for the valuation of interim payment certificates.

تاسعاً – الأسعار الإفرادية

يتم استخدام الأسعار الإفرادية المذكورة بواسطة المقاول في قوائم الكميات و حدها و بصفة حصرية لتقييم التغييرات في الأعمال و لتقييم شهادات الدفع المرحلية.

Tenth – Supervision Fees related to the Consultant

In addition to the delay penalty mentioned in Article 6.13, the Second Party shall pay the additional fees due to the Project Consultant as a result of the failure of the Second Party to complete the Works in whole or in part in the execution period indicated in Article 3 of this Agreement.

And the First Party may, without prejudice to any other way to recover, deduct such additional amounts from any funds retained under the contract or that may become payable to the Second Party.

عاشراً : أتعاب الإشراف الخاصة بالإستشاري العام

بالإضافة إلى غرامة التأخير المذكورة في البند الفرعي (6.13) من بند سادساً ، يقوم الطرف الثاني بدفع تكاليف أي أتعاب إضافية مستحقة الدفع إلى الإستشاري العام نتيجة لإخفاق الطرف الثاني في إنجاز الأعمال بالكامل أو أي قطاع من الأعمال في الفترة الزمنية المحددة في البند (ثالثاً) من هذا العقد .

و يجوز للطرف الأول دون الإخلال بأي طريق استرداد أخرى ، خصم تلك الأتعاب الإضافية من أي أموال محتجزة بموجب العقد أو قد تصبح مستحقة الدفع إلى الطرف الثاني .

Eleventh – Termination of Contract **Article 11.1 – Revocation of Agreement**

The First Party is entitled to withdraw the Works from the Second Party by means of notification by registered letter with acknowledgment of receipt sent by the First Party to the Second Party at the address indicated in this Agreement, without the need to warn or refer to the Courts in any of the following circumstances, for example, but not limited to:

- If the Second Party has delayed the stating of the Works or has been slow in the execution to the extent that the First Party considers that the Second Party cannot deliver the Works in the agreed period.
- If the Second Party has stopped the Works for a continuous period of twenty five (25) days without any reason found acceptable by the First Party.
- If the Second Party has withdrawn itself or has left the Project;
- If the Second Party is in breach of any of the terms of this Agreement or has shown negligence or has deliberately omitted any of his obligations and did not rectify the

الحادي عشر – إنهاء العقد

البند (11.1) – سحب العقد:

يحق للطرف الأول سحب العمل من الطرف الثاني ، و ذلك بموجب إخطار بكتاب مسجل بعلم الوصول يرسله الطرف الأول للطرف الثاني على عنوانه الموضح بهذا العقد ، و بدون حاجة إلى إنذار أو اللجوء إلى القضاء و ذلك في أي من الأحوال التالية على سبيل المثال □ الحصر:

أ- إذا تأخر الطرف الثاني في البدء في العمل أو أظهر بطئاً في سيره لدرجة يرى معها الطرف الأول أنه □ يمكن إتمام العمل في الموعد المحدد.

ب- إذا أوقف الطرف الثاني العمل كلية مدة تزيد على خمسة عشر يوماً متصلة بدون سبب معقول يقبله الطرف الأول.

ت- إذا انسحب من العمل أو تركه.

ث- إذا أخلّ الطرف الثاني بأي شرط من شروط العقد أو أهمل أو أغفل القيام بأي من التزاماته المقررة بالعقد و لم يباشر إصلاحها خلال خمسة و عشرون (25) يوماً

- situation within a period of twenty five (25) days from the date of being informed by the First Party. من تاريخ إبلاغه الإنذار من الطرف الأول بذلك.
- e. If the Second Party has cheated or has tried to manipulate the First Party. ج- إذا استعمل الغش أو التلاعب في تعامله مع الطرف الأول.
- f. If the Second Party has offered a bribe in an explicit or disguised way or attempted to do so to one of his Employees or to the Consultant of the Project or one of his assistants or has proposed or given to any of them gifts or rewards in order for them to accept works or restrain for completing their activities or causing damage to the First Party. ح- إذا قدم رشوة صريحة أو مستترة أو شرع في تقديمها لموظف له علاقة بهذا العمل أو للمهندس الاستشاري أو أحد معاونيه ، أو عرض على هؤلاء أو أعطى أي منهم أية هبات أو مكافآت أو هدايا بقصد إغرائهم على القيام بعمل أو امتناع عن عمل إضراراً بالطرف الأول.
- g. If the liquidated damages indicated in clause (6.13) have exceeded ten percent (10 %) of the Contract Price. خ- إذا زادت قيمة مجموع غرامات التأخير (كما هو موضح بالبند 6.13) عن نسبة عشرة بالمائة (10 %) من قيمة العقد .
- h. In case of bankruptcy of the Second Party or if actions performed by him lead to bankruptcy or insolvency. د- إذا أفلس الطرف الثاني أو أعسر أو ارتكب عملاً يؤدي إلى إفلاسه أو إعساره .
- i. In case of liquidation of the Second Party. ذ- إذا جرت تصفية الطرف الثاني.
- j. If the Second Party has refused or ignored the directives given to him by the First Party. ر- إذا رفض أو تجاهل الطرف الثاني تنفيذ التعليمات الصادرة له من الطرف الأول.
- k. If he has waived part or the whole of the Works without the approval of the First Party. ز- إذا قام بالتنازل عن العقد أو أي جزء منه بدون موافقة الطرف الأول.
- In consequence, the Works are withdrawn in accordance with the previous item of this contract as follows: يترتب على سحب العمل وفقاً للبند السابق من هذا العقد ما يأتي:
- a. The First Party shall make an assessment of the completed works and the equipments and materials delivered by the Second Party in the Project site within fifteen (15) days from the date of notification from the termination of the Agreement and such assessment to be sent by registered letter with acknowledgment أ- يقوم الطرف الأول بعمل جرد وحصر للأعمال التي تمت والآلات و الأدوات و المهمات و المواد و التشوينات التي استحضرها الطرف الثاني بالموقع و يتم هذا الجرد خلال خمسة عشرة (15) يوماً من تاريخ إخطاره بالسحب و بميعاد الجرد بكتاب مسجل بعلم الوصول. و يحرر محضر الجرد بحضور كل من الطرفين أو من

of receipt to the Second Party.

The assessment shall be done in the presence of both Parties or by who represents them and shall be signed by them. In case the Second Party (or who is representing him) did not attend or refused to sign on the assessment and this has been officially noted and the Second Party has been notified about it by registered mail to the address shown in this Agreement and no corrective action has been taken by the Second Party within seven (7) days from receipt of the notification, then this represents an acceptance by the Second Party of such assessment and the decision of the First Party shall be considered as final in regards to objections or notes issued by the Second Party in these regards.

يمثلاهما ، و يوقع هذا المحضر من ممثلي الطرفين ، فإذا لم يحضر الطرف الثاني أو من يمثله أو رفض التوقيع على محضر الجرد أثبت ذلك بالمحضر ويخطر به الطرف الثاني على عنوانه المبين في العقد ، فإذا لم يبد الطرف الثاني ملاحظاته كتابة للطرف الأول خلال سبعة (7) أيام من تاريخ وصول هذا الإخطار ؛ كان ذلك بمثابة موافقة من الطرف الثاني على صحة الجرد و يكون قرار الطرف الأول نهائياً بشأن أية اعتراضات أو ملاحظات يديها الطرف الثاني بهذا الشأن.

b. Calculating the delay penalty as per the Agreement and up to the date of notification to the Second Party of the cancellation of the Agreement.

ب- احتساب غرامة التأخير طبقاً للعقد و حتى تاريخ إبلاغ الطرف الثاني بقرار السحب.

c. The First Party shall execute by himself the Works that were not done in full or were partially completed on the charge of the Second Party or a new tender covering the completion of the remaining works shall be issued. Specialized firms in the Works related to this Agreement shall then be invited to bid. The Second Party shall bear any addition costs and has no right to claim for any refunds due to lower prices and the Second Party shall bear the administrative expenses related to such procedures that are estimated at ten percent (10 %) of the Works that were not done by the Second Party.

ت- أن يقوم الطرف الأول بتنفيذ الأعمال التي لم تتم كلها أو بعضها على حساب الطرف الثاني سواء بالتنفيذ المباشر بنفسه أو أن تطرح الأعمال المتبقية في مناقصة جديدة أو يعهد بتنفيذها بطريق الممارسة إلى أحد المتخصصين في مجال موضوع العقد مع تحميل الطرف الثاني بفرق السعر كما يحق له الاستفادة من أي وفر يتحقق ، و يتحمل الطرف الثاني المصاريف الإدارية المترتبة على هذه الإجراءات و التي تقدر بعشرة بالمائة (10 %) من قيمة الأعمال التي لم يقم الطرف الثاني بتنفيذها.

d. The First Party has the right to confiscate all materials, equipments, accessories and goods located in the Project site and use them for completion of the Works without any responsibility towards the Second Party or any other Party sub-contracted by

ث- يكون للطرف الأول الحق باحتجاز كل ما يوجد بموقع العمل من منشآت و قنية و آلات و أدوات و مواد و سلع و خلافه و أن يستعملها في إتمام العمل دون أن يكون مسؤول قبل الطرف الثاني أو غيره عنها و عما قد يصيبها

him for any damage to any of them and without the need for paying any rental fees for their use. These items shall remain confiscated even after the completion of the Works as a security to ensure the First Party rights and they can be sold without taking into consideration any losses that may occur to the Second Party for such action.

The First Party has the right to recover any expenses or additional losses exceeding the Agreement value by deducting from any amounts due to the Second Party, in addition to his right to ask for compensation for the prejudice incurred.

من تلف أو نكس لأي سبب كان أو دفع أجر عنها ، و له أن يحتفظ بالمحجوزات حتى بعد انتهاء العمل ضمناً لحقوقه ، و له أن يبيعها دون أن يسأل عن أية خسارة قد تلحق بالطرف الثاني من جراء ذلك كما يكون له حق استرداد كافة ما تكبده من مصروفات و نفقات زيادة على قيمة العقد من أية مستحقات للطرف الثاني لدى الطرف الأول أو لدى أية جهة أخرى ، بالإضافة إلى حقه في المطالبة بالتعويض عن الضرر الذي يكون قد لحق به.

e. By cashing the Performance Bonds in the account of the First Party up to the final settlement of the Second Party dues.

ج- أن يقوم الطرف الأول بسحب الكفالات المصرفية و إيداعها لحسابه لحين التسوية النهائية لحسابات الطرف الثاني.

f. The First Party may replace the Second Party in any contract finalized by the Second Party for the delivery of materials or the execution of Works covered by this Agreement.

ح- جواز حلول الطرف الأول محل الطرف الثاني في أية اتفاقية يكون قد قام بها الطرف الثاني و تتعلق بتوريد مواد أو تنفيذ أعمال داخلية في هذا العقد.

g. Restrain from releasing any amount retained for the Second Party and any dues to him up to the completion of the final settlement of the Second Party.

خ- يوقف صرف أية مبالغ محجوزة للطرف الثاني أو أية مستحقات له حتى تتم التسوية النهائية لحسابات الطرف الثاني.

h. The settlement of the Second Party's amounts are prepared and dues are paid to him after the First Party has recovered all dues or amounts related to the termination of the Agreement and if any moneys are still due from the Second Party after these deductions, then the First Party has the right to obtain these amounts from any other sources due from the Second Party to the First Party.

د- يتم عمل التسوية لحسابات الطرف الثاني و يدفع له المبالغ المستحقة بعد استيفاء الطرف الأول لكافة المستحقات و المبالغ المترتبة على سحب العمل و إذا تبقى على الطرف الثاني أية مبالغ مستحقة للطرف الأول فيكون له حق استيفائها من أية مستحقات أخرى للطرف الثاني لديه .

Article 11.2 : Termination of Agreement and Confiscation of Retentions

البند (11.2) – فسخ العقد و مصادرة المحجوزات:

If the Second Party has failed to execute the Works as per the terms of this Agreement and the First Party has decided to terminate the Agreement, then the retentions of the Second Party shall be confiscated and the First Party shall claim to the Second Party for any price difference subsequent to the awarding of the Works to a new Party and for any other administrative fees.

إذا أخل الطرف الثاني بتنفيذ الأعمال موضوع العقد ، وفقاً للشروط المتعاقد عليها ، و قرر الطرف الأول فسخ العقد معه؛ يتم مصادرة المبالغ المحجوزة لدى الطرف الأول ، و تتم مطالبته بفرق السعر الناتج عن تكليف غيره بالتنفيذ و أية مصاريف إدارية أخرى.

Article 11.3 :

The First Party has the right to modify, revoke or terminate this Agreement without providing reasons and for cases other than the ones indicated in this Agreement and without prejudice to the right of the Second Party for any compensation that is considered appropriate by the First Party.

البند (11.3) :

يحق للطرف الأول دون إبداء أسباب تعديل العقد أو فسخه أو إنهائه في غير الحالات المنصوص عليها في هذا العقد ودون إخلال بحق الطرف الثاني في التعويض المناسب الذي يقرره الطرف الأول.

Twelfth – General Provisions

Article 12.1 : Ownership of the Designs and Drawings

All drawings and designs prepared by the Second Party and related to this Agreement shall be the property of the First Party.

The First Party has the right to use them for executing other Works not related to this Agreement and the Second Party has no right to use such documents for other similar works without first obtaining the written acceptance from the First Party.

الثاني عشر – أحكام عامة

البند (12.1) – ملكية التصميمات والرسومات

ملكية جميع الرسومات و التصميمات المعدة من قبل الطرف الثاني و المتعلقة بهذا العقد تكون للطرف الأول و يحق له استعمالها في تنفيذ أعمال أخرى خارج نطاق هذا العقد و يحق للطرف الثاني استعمالها في عمل مماثل إلا بعد الحصول على موافقة كتابية مصدقة من الطرف الأول.

Article 12.2 : Details to be confidential

The Second Party shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous written consent of the First Party.

If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Second Party, the same shall be referred to the decision of the First Party which

البند (12.2) – المعلومات السرية

على الطرف الثاني معاملة بيانات هذا العقد و تفاصيله على أنها معلومات خاصة و سرية باستثناء بذلك القدر الذي قد يكون ضرورياً لأغراض تنفيذ العقد و يجوز له نشر أو الإفصاح عن تلك المعلومات أو عن أي تفاصيل أخرى للعقد في أي صحيفة تجارية أو فنية أو في مكان آخر دون الحصول على موافقة خطية مسبقة من الطرف الأول . و في حالة حدوث أي نزاع في ما يتعلق بضرورة أي نشر أو إفصاح لأغراض العقد ، يتم إحالة ذلك النزاع إلى قرار الطرف الأول و هو القرار الذي يكون نهائياً . و يكون التزام الطرف الثاني على

decision shall be final. The obligation on the part of the Second Party to keep all such information confidential shall be of a general nature and shall e without limitation of time.

سرية تلك المعلومات التزاماً ذا طبيعة عامة و □ يكون محدداً بفترة زمنية معينة.

Article 12.3 : Identification of Address

Both Parties acknowledge having an address in the Emirate throughout the validity of this Agreement and such address shall be used for any correspondences. Any Party shall notify the other one in case of modification of such address.

البند (12.3) – تحديد الموطن

يقر كل من الطرفين أنه اتخذ موطناً له في الإمارة طوال مدة سريان العقد العنوان المبين في مقدمة هذا العقد يتم عليه المكتبات و المراسلات ، على أن يخطر كل منهما الآخر بأي تغيير يطرأ على هذا العنوان.

Article 12.4 : Rules and Laws Complementary to the Contract

Unless specifically noted in another Article of this Agreement, the general rules of civil transactions and general provisions of the contract and the laws and regulations in force in the Emirate of Abu Dhabi and the United Arab Emirates shall be applicable.

البند (12.4) – القواعد والقوانين المكملة للعقد

تسري فيما لم يرد به □ خاص في هذا العقد ، القواعد العامة للمعاملات المدنية و الأحكام العامة للتعاقد و القوانين و الأنظمة النافذة في إمارة أبوظبي و دولة الإمارات العربية المتحدة.

Article 12.5 : Competent Courts

Abu Dhabi Civil Courts shall be the competent Party for the settlement of any dispute arising between the Parties for any of the articles of this Agreement, all as per the applicable laws and regulations in the Country.

البند (12.5) – المحكمة المختصة

تخت □ محاكم أبوظبي المدنية بالفصل في أي خلاف ينشأ بين الطرفين بسبب أي بند من بنود هذا العقد وفقاً للقوانين و الأنظمة السارية في الدولة.

Article 12.6: Ruling Language

The ruling language for this Contract, which is drawn up in the Arabic and English language, shall be the English language.

البند (12.6) – لغة العقد

حرر هذا العقد باللغة العربية و الإنجليزية ، و يعتبر الـ □ الإنجليزي هو السائد عند الاختلاف .

Article 12.7: Number of Copies of the Agreement

This agreement has been issued in triplicate original copies. A copy has been handed over to the Second Party to perform his services.

البند (12.7) – عدد نسخ العقد

حرر هذا العقد من ثلاث نسخ أصلية وتسلم الطرف الثاني نسخة للعمل بموجبها.

IN WITNESS WHEREOF the Parties hereto have caused the Agreement to be

و اثباتاً لما تقدم قام الطرفان بالتوقيع على هذا العقد

signed in their respective names.

بأسميهما في اليوم و السنة المبينين في صدر العقد .

For and on behalf of the First Party

نيابة عن و باسم الطرف الأول

Name: [_____]

الإسم : [_____]

Title: [_____]

الوظيفة : [_____]

Signature:

التوقيع :

For and on behalf of the Second Party

نيابة عن و باسم الطرف الثاني

Name: [_____]

الإسم : [_____]

Title: [_____]

الوظيفة : [_____]

Signature:

التوقيع :