

Chapter 1

The Red Book

Conditions of Contract for Construction, for
Building and Engineering Works Designed by
the Employer, First Edition 1999

THE OBLIGATIONS OF THE EMPLOYER

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
GENERAL CONDITIONS			
1 General Provisions			
1.6 Contract Agreement	Enter into a Contract Agreement with the Contractor.	Within 28 days after the Contractor receives the Letter of Acceptance, unless agreed otherwise.	None.
1.8 Care and Supply of Documents	a) Keep the Specification and Drawings in custody and care. b) Supply two copies of the Contract and of each subsequent Drawing to the Contractor. c) Give notice of errors or defects in any document prepared by the Contractor for use in executing the Works.	a) None. b) None. c) Promptly.	None.
1.13 Compliance with Laws	Obtain the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or being) obtained by the Employer.	None.	None.
2 The Employer			
2.1 Right of Access to the Site	a) Give the Contractor right of access to, and possession of, all parts of the Site. b) Give the Contractor possession of any foundation, structure, plant or means of access if required.	a) Within the time (or times) stated in the Appendix to Tender, or if not stated, to enable the Contractor to proceed in accordance with the programme submitted under Sub-Clause 8.3 [Programme]. b) In the time and manner stated in the Specification.	Contractor shall be entitled to an extension of time and payment of Cost plus reasonable profit.

THE OBLIGATIONS OF THE EMPLOYER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
2.2 Permits, Licences or Approvals	Provide reasonable assistance to the Contractor at the request of the Contractor: a) By obtaining copies of the Laws of the Country which are relevant but not readily available, and b) For the Contractor's applications for any permits, licences or approvals required by the Laws of the Country.	None.	None.
2.3 Employer's Personnel	Ensure that Employer's personnel and Employer's other contractors cooperate with the Contractor and take actions similar to those which the Contractor is required to take under Sub-Clause 4.8 <i>[Safety Procedures]</i> and under Sub-Clause 4.18 <i>[Protection of the Environment]</i> .	None.	None.
2.4 Employer's Financial Arrangements	Submit reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price.	Within 28 days after receiving any request from the Contractor.	Contractor entitled to suspend work, reduce the rate of work and to an extension of time and additional payment as a result of such actions (Sub-Clause 16.1).
2.5 Employer's Claims	Give notice and particulars to the Contractor if the Employer considers himself to be entitled to any payment under any Clause of the Conditions or otherwise in connection with the Contract and/or to any extension of the Defects Notification Period (this obligation may be carried out by the Engineer).	As soon as practicable after becoming aware of the event or circumstances giving rise to the claim.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
3 The Engineer			
3.1 Engineer's Duties and Authority	a) Appoint the Engineer to carry out the duties assigned to him in the Contract. b) Not to impose further constraints on the Engineer's authority, except as agreed with the Contractor.	None.	None.
3.4 Replacement of the Engineer	a) Give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. b) Not to replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer with supporting particulars.	a) Not less than 42 days before the intended date of replacement. b) None.	None.
4 The Contractor			
4.2 Performance Security	a) Cooperate with the Contractor to agree the entity, country (or other jurisdiction) for the issue of the Performance Security. b) Cooperate with the Contractor to agree the form of Performance Security if not in the form annexed to the Particular Conditions. c) Not to make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract (as listed). d) Return the Performance Security to the Contractor.	a) None. b) None. c) None. d) Within 21 days after receiving a copy of the Performance Certificate.	None.
4.10 Site Data	a) Make available to the Contractor all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. b) Make available to the Contractor all such data which come into the Employer's possession after the Base Date.	a) Prior to the Base Date. b) None.	None.

THE OBLIGATIONS OF THE EMPLOYER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4.20 Employer's Equipment and Free-Issue Material	a) Make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. b) Supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. c) Rectify the notified shortage, defect or default in the free-issue materials.	a) As specified in the Contract. b) As specified in the Contract. c) Immediately.	None.
4.24 Fossils	Take possession and care of fossils, coins, articles of value or antiquity and structures and other remains, or items of geological or archaeological interest found on the Site.	None.	None.
10 Employer's Taking Over			
10.1 Taking Over of the Works and Sections	Take over the Works.	When completed in accordance with the Contract.	None.
10.2 Taking Over of Parts of the Works	Not to use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part.	None.	If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, the Contractor shall be entitled to payment of any such Cost plus reasonable profit.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
11 Defects Liability			
11.2 Cost of Remedying Defects	Notify the Contractor (or ensure that notice is given by others) of any work to be remedied if due to any cause outside the provisions of the Contract.	Promptly.	None.
11.4 Failure to Remedy Defects	In the case of failure by the Contractor to remedy any defect or damage, notify the Contractor (or ensure that notice is given by others) of the date by which the defect or damage is to be remedied.	Within reasonable time.	None.
14 Contract Price and Payment			
14.2 Advance Payment	a) Make the advance payment, as an interest-free loan for mobilisation. b) Cooperate with the Contractor to approve the form of the advance payment guarantee.	a) As stated in the Appendix to Tender and when the Contractor submits a guarantee in accordance with this Sub-Clause. b) None.	a) Contractor entitled to suspend work, reduce the rate of work and to an extension of time and additional payment as a result of such actions (Sub-Clause 16.1) and payment of financing charges to the Contractor (Sub-Clause 14.8). b) None.
14.5 Plant and Material intended for the Works	Cooperate with the Contractor to approve the form of a bank guarantee for shipped Plant and Materials.	None.	None.

THE OBLIGATIONS OF THE EMPLOYER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
14.7 Payment	a) Pay the first instalment of the advance payment. b) Pay the amount certified in each Interim Payment Certificate. c) Pay the amount certified in the Final Payment Certificate.	a) Within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later. b) Within 56 days after the Engineer receives the Statement and supporting documents. c) Within 56 days after the Employer receives the Final Payment Certificate.	Contractor entitled to suspend work, reduce the rate of work and to an extension of time and additional payment as a result of such actions (Sub-Clause 16.1) and payment of financing charges to the Contractor (Sub-Clause 14.8).
14.9 Payment of Retention Money	a) Pay the Contractor the first half of the Retention Money. b) Pay the Contractor the outstanding balance of the Retention Money.	a) When a Taking-Over Certificate has been issued and when the Engineer has certified payment. b) Promptly after the latest of the expiry of the Defects Notification Periods and when the Engineer has certified payment.	The Contractor is entitled to receive financing charges (Sub-Clause 14.7).
14.15 Currencies of Payment	Pay the Contractor in the currency or currencies named in the Appendix to Tender.	None.	None.
15 Termination by Employer			
15.2 Termination by Employer	a) Give notice of intention to terminate the Contract. b) Give notice of release of the Contractor's Equipment and Temporary Works.	a) 14 days prior to the termination date, or immediately in the case of the Contractor becoming bankrupt or gives or offers bribes or gratuities (or similar as defined in the clause). b) On completion of the Works.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
15.4 Payment after Termination	Pay the balance due to the Contractor after recovering any losses, damages and extra costs.	None.	None.
15.5 Employer's Entitlement to Termination	a) Give notice of intention to terminate the Contract. b) Return the Performance Security. c) Not to terminate the Contract in order to execute the Works himself or to arrange for the Works to be executed by another contractor.	a) 28 days prior to the termination date. b) None. c) None.	None.
16 Suspension and Termination by Contractor			
16.4 Payment on Termination	a) Return the Performance Security to the Contractor. b) Pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release]. c) Pay to the Contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination.	Promptly.	None.
17 Risk and Responsibility			
17.1 Indemnities	Indemnify and hold harmless the Contractor, the Contractor's Personnel and their respective agents, against and from all claims, damages, losses and expenses in respect of bodily injury, disease or death which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel or agents.	None.	None.

THE OBLIGATIONS OF THE EMPLOYER (*continued*)

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
17.5 Intellectual and Industrial Property Rights	a) Give notice of any claim under this clause. b) Indemnify and hold the Contractor harmless against and from any claim, which is or was an unavoidable result of the Contractor's compliance with the Contract or as a result of any Works being used by the Employer. c) If requested by the Contractor, assist in contesting the claim. d) Not to make any admission, which might be prejudicial to the Contractor.	a) Within 28 days of receiving a claim. b) None. c) None. d) None.	a) Waiver of right to indemnity. b) None. c) None. d) None.
18 Insurance			
18.1 General Requirements for Insurances	a) Cooperate with the Contractor to approve the terms of insurances. b) Effect and maintain the insurances in terms consistent with the details annexed to the Particular Conditions, wherever the Employer is the insuring Party. c) Submit evidence that the insurance has been effected, provide copies of the policies and submit evidence of payment. d) Inform the insurers of any relevant changes to the execution of the Works and ensure that insurance is maintained. e) Not to make any material alteration to the terms of any insurance without approval of the Contractor.	a) None. b) None. c) Within the time frames stipulated in the Contract Data. d) As appropriate. e) None.	a) None. b) None. c) The Contractor may effect the insurance and the Contract Price shall be adjusted. d) None. e) None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
19 Force Majeure			
19.2 Notice of Force Majeure	Give notice to the Contractor in the case that the Employer is, or will be prevented from performing the Employer's obligations by Force Majeure.	Within 14 days of becoming aware of the event.	None.
19.3 Duty to Minimise Delay	a) Use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure. b) Give notice when the effects of the Force Majeure cease.	None.	None.
20 Claims, Disputes and Arbitration			
20.2 Appointment of the Dispute Adjudication Board	a) Jointly appoint the Dispute Adjudication Board (DAB). b) Not to consult the DAB without the agreement of the Contractor. c) Not to act alone in the termination of any member of the DAB.	a) By the date stated in the Appendix to Tender. b) None. c) None.	a) The appointing entity or official named in the Appendix to Tender shall appoint (Sub-Clause 20.3). b) None. c) None.
20.4 Obtaining Dispute Adjudication Board's Decision	a) Make available to the DAB additional information, access to the Site, and appropriate facilities as the DAB may require. b) Give effect to a DAB decision unless and until it is revised in an amicable settlement or an arbitral award.	a) Promptly. b) None.	a) None. b) The matter may be referred to arbitration (Sub-Clause 20.7).
20.5 Amicable Settlement	In the case of a notice of dissatisfaction being issued, attempt to settle the dispute amicably.	Within 56 days of the notice.	Arbitration may be commenced.

THE OBLIGATIONS OF THE EMPLOYER (*continued*)

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT			
2 General Provisions	Give notice to the Dispute Adjudication Board Member that the Dispute Adjudication Agreement has taken effect.	On the Commencement Date, or upon all parties signing the Dispute Adjudication Agreement whichever is the later.	None.
5 General Obligations of the Employer and the Contractor	a) Not to request advice from, or consultation with a DAB Member regarding the Contract otherwise than in the normal course of the DAB's activities. b) In the case of the DAB Member being required to make a site visit or attend a hearing, provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member (this may be undertaken by the Contractor).	None.	None.
6 Payment	a) Pay one half of the DAB fees to the Contractor. b) In the Case of the Contractor failing to pay the DAB Member, pay the due fees.	a) Within the monthly payments to the Contractor. b) None.	The DAB Member may suspend services or resign the appointment.
Annex – Procedural Rules			
2.	Jointly agree the timing of and agenda for each site visit by the DAB.	None.	Timing and agenda shall be decided by the DAB.

<i>CLAUSE</i>	<i>OBLIGATIONS</i>	<i>TIME FRAME</i>	<i>SPECIFIC CONSEQUENCES OF NON-COMPLIANCE</i>
3.	a) Attend site visits by the DAB. b) Co-ordinate site visits by the DAB in co-operation with the Contractor. c) Ensure the provision of appropriate conference facilities and secretarial and copying services to the DAB.	None.	None.
4.	a) Furnish to the DAB one copy of all documents, which the DAB may request. b) Copy the Contractor on all communications between the DAB and the Employer.	None.	None.

THE OBLIGATIONS OF THE CONTRACTOR

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
GENERAL CONDITIONS			
1 Definitions			
1.6 Contract Agreement	Enter into a Contract Agreement.	Within 28 days after the Contractor receives the Letter of Acceptance, unless agreed otherwise.	None.
1.8 Care and Supply of Documents	a) Supply to the Engineer six copies of each of the Contractor's Documents. b) Keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. c) In the case of an error in a document, give notice to the Employer.	a) None. b) None. c) Promptly.	None.
1.9 Delayed Drawings or Instructions	a) Give notice to the Engineer whenever the Works are likely to be delayed or disrupted, if any necessary drawing or instruction is not issued to the Contractor within a particular time. b) Give a further notice to the Engineer if the Contractor suffers delay and/or incurs Cost.	a) Within a reasonable time. b) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	a) None. b) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
1.12 Confidential Details	Disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance with the Contract.	None.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
1.13 Compliance with Laws	a) Comply with applicable Laws. b) Give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws.	None.	None.
1.14 Joint and Several Liability	a) In the case of a joint venture, consortium or other unincorporated grouping of two or more persons, notify the Employer of the leader. b) Not to alter the composition or legal status of the joint venture without the prior consent of the Employer.	None.	None.
2 The Employer			
2.1 Right of Access to the Site	Give notice to the Engineer if the Contractor suffers delay and/or incurs Cost as a result of failure to give right of access to, and possession of the Site.	As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
3 The Engineer			
3.3 Instructions of the Engineer	a) Only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated. b) Comply with the instructions given by the Engineer or delegated assistant on any matter related to the Contract.	None.	None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4 The Contractor			
4.1 Contractor's General Obligations	<ul style="list-style-type: none">a) Design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions and remedy any defects in the Works.b) Provide the required Plant and Contractor's Documents specified in the Contract and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature.c) Be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction.d) Be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract.e) Submit details of the arrangements and methods proposed for the execution of the Works.f) Design any part of the Permanent Works if specified in the Contract.g) Submit to the Engineer the "as-built" documents and operation and maintenance manuals prior to the Tests on Completion.	None.	None.

<i>CLAUSE</i>	<i>OBLIGATIONS</i>	<i>TIME FRAME</i>	<i>SPECIFIC CONSEQUENCES OF NON-COMPLIANCE</i>
4.2 Performance Security	<ul style="list-style-type: none"> a) Obtain a Performance Security for proper performance and deliver to the Employer. b) Ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. c) Extend the validity of the Performance Security until the Works have been completed and any defects have been remedied. 	<ul style="list-style-type: none"> a) Within 28 days after receiving the Letter of Acceptance. b) None. c) As required. 	<ul style="list-style-type: none"> a) None. b) None. c) Employer may claim the full amount of the Performance Security.
4.3 Contractor's Representative	<ul style="list-style-type: none"> a) Appoint the Contractor's Representative and give him all authority necessary to act on the Contractor's behalf under the Contract. b) Submit to the Engineer for consent, the name and particulars of the person the Contractor proposes to appoint. c) If consent is withheld or subsequently revoked, or if the appointed person fails to act, submit the name and particulars of another suitable person for such appointment. d) Not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement. e) If the Contractor's Representative is to be temporarily absent from the Site, appoint a suitable replacement and notify the Engineer. 	<ul style="list-style-type: none"> a) None. b) Prior to the Commencement Date. c) None. d) None. e) None. 	None.
4.4 Subcontractors	<ul style="list-style-type: none"> a) Not to subcontract the whole of the Works. b) Be responsible for the acts or defaults of any Subcontractor, his agents or employees. c) Obtain prior consent of the Engineer to proposed Subcontractors, not named in the Contract. d) Give the Engineer notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site. 	<ul style="list-style-type: none"> a) None. b) None. c) None. d) Not less than 28 days. 	None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4.5 Assignment of Benefit of Subcontract	If instructed, assign the benefit of subcontract obligations which extend beyond the Defects Notification Period to the Employer.	None.	None.
4.6 Co-operation	a) Allow appropriate opportunities for carrying out work to the Employer's Personnel, any other contractors employed by the Employer and the personnel of any legally constituted public authorities. b) Submit such documents which require the Employer to give to the Contractor possession of any foundation, structure, plant or means of access.	a) None. b) In the time and manner stated in the Specification.	None.
4.7 Setting Out	a) Set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. b) Give notice to the Engineer if the Contractor suffers delay and/or incurs Cost as a result of error in the items of reference.	a) None. b) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance.	a) None. b) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
4.8 Safety Procedures	a) Comply with all applicable safety regulations. b) Take care for the safety of all persons entitled to be on the Site. c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction. d) Provide fencing, lighting, guarding and watching of the Works. e) Provide any Temporary Works, which may be necessary for the use and protection of the public and of owners and occupiers of adjacent land.	None.	None.

<i>CLAUSE</i>	<i>OBLIGATIONS</i>	<i>TIME FRAME</i>	<i>SPECIFIC CONSEQUENCES OF NON-COMPLIANCE</i>
4.9 Quality Assurance	Institute a quality assurance system and submit details to the Engineer.	Before each design and execution stage is commenced.	None.
4.12 Unforeseeable Physical Conditions	<ul style="list-style-type: none"> a) Give notice of adverse physical conditions. b) Continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions. c) Comply with any instructions which the Engineer may give. d) Give a further notice if the Contractor suffers delay and/or incurs Cost due to unforeseen physical conditions. 	<ul style="list-style-type: none"> a) As soon as practicable. b) None. c) None. d) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1). 	<ul style="list-style-type: none"> a) None. b) None. c) None. d) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
4.13 Rights of Way and Facilities	<ul style="list-style-type: none"> a) Bear all costs and charges for special and/or temporary rights-of-way. b) Obtain any additional facilities outside the Site which the Contractor may require for the purposes of the Works. 	None.	None.
4.14 Avoidance of Interference	Not to interfere with the convenience of the public, or the access to and use and occupation of all roads and footpaths.	None.	None.
4.15 Access Route	<ul style="list-style-type: none"> a) Use reasonable efforts to prevent any road or bridge from being damaged. b) Be responsible for any maintenance which may be required for the use of access routes. c) Provide all necessary signs or directions along access routes. d) Obtain any permission which may be required from the relevant authorities for use of routes, signs and directions. 	None.	None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4.16 Transport of Goods	a) Give the Engineer notice of the date on which any Plant or a major item of other Goods will be delivered to the Site. b) Be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works.	a) 21 days before delivery. b) None.	None.
4.17 Contractor's Equipment	a) Be responsible for all Contractor's Equipment. b) Not to remove from the Site any major items of Contractor's Equipment without the consent of the Engineer.	None.	None.
4.18 Protection of the Environment	a) Take all reasonable steps to protect the environment and to limit damage and nuisance to people and property. b) Ensure that emissions, surface discharges and effluent shall not exceed the values indicated in the Specification or prescribed by applicable Laws.	None.	None.
4.19 Electricity, Water and Gas	a) Be responsible for the provision of all power, water and other services. b) Provide any apparatus necessary for use of services as may be available on the Site and for measuring the quantities consumed. c) Pay the Employer for the use of services available on the Site.	None.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4.20 Employer's Equipment and Free-Issue Materials	a) Be responsible for the Employers' Equipment when used by the Contractor. b) Pay the Employer for the use of the Employers' Equipment. c) Inspect free-issue materials. d) Give notice of any shortage, defect or default in the free-issue materials.	a) None. b) None. c) None. d) Promptly.	None.
4.21 Progress Reports	Prepare and submit monthly progress reports.	Monthly, within 7 days of the period to which the report relates.	None.
4.22 Security of the Site	Keep unauthorised persons off the Site.	None.	None.
4.23 Contractor's Operations on Site	a) Confine operations to the Site, and to any additional areas agreed as working areas. b) Take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and any agreed working areas. c) Keep the Site free from all unnecessary obstruction. d) Store or dispose of any Contractor's Equipment or surplus materials. e) Clear away and remove from the Site any wreckage, rubbish and Temporary Works. f) Leave the Site and the Works in a clean and safe condition.	None.	None.
4.24 Fossils	a) Take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging fossils, coins, articles of value or antiquity, structures and other remains or items of geological or archaeological interest. b) Give notice of the finding of such items. c) Give further notice if the Contractor suffers delay and/or incurs Cost as a result of such items.	a) None. b) Upon discovery. c) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	a) None. b) None. c) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
5 Nominated Subcontractors			
5.3 Payments to Nominated Subcontractors	Pay to the nominated Subcontractor the amounts which the Engineer certifies.	None.	None.
6 Staff and Labour			
6.1 Engagement of Staff and Labour	Make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.	None.	None.
6.2 Rates of Wages and Conditions of Labour	Pay rates of wages, and observe conditions of labour which are not lower than those established for the trade or industry where the work is carried out.	None.	None.
6.3 Persons in the Service of Employer	Not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.	None.	None.
6.4 Labour Laws	a) Comply with all the relevant labour Laws. b) Require employees to obey all applicable Laws.	None.	None.
6.5 Working Hours	Obtain the consent of the Engineer if working outside the normal working hours.	None.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
6.6 Facilities for Staff and Labour	<ul style="list-style-type: none"> a) Provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. b) Provide facilities for the Employer's Personnel as stated in the Specification. c) Not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works. 	None.	None.
6.7 Health and Safety	<ul style="list-style-type: none"> a) Take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. b) Ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. c) Appoint an accident prevention officer and whatever is required by this person to exercise this responsibility and authority. d) Send to the Engineer details of any accident. e) Maintain records and make reports concerning health, safety, welfare and damage to property. 	<ul style="list-style-type: none"> a) None. b) None. c) None. d) As soon as practicable after its occurrence. e) None. 	None.
6.8 Contractor's Superintendence	Provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.	None.	None.
6.10 Records of Contractor's Personnel and Equipment	Submit to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site.	Each calendar month.	None.
6.11 Disorderly Conduct	Take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by, or amongst the Contractor's Personnel.	None.	None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
7 Plant, Materials and Workmanship			
7.1 Manner of Execution	Carry out the manufacture of Plant, the production and manufacture of Materials and all other execution of the Works.	None.	None.
7.2 Samples	Submit samples of Materials and relevant information, to the Engineer for consent.	Prior to using the Materials.	None.
7.3 Inspection	a) Give the Employer's Personnel full opportunity to carry out inspections. b) Give notice to the Engineer to inspect.	a) None. b) Whenever any work is ready and before it is covered up, put out of sight or packaged for storage or transport.	a) None. b) Contractor obliged to uncover the work, reinstate and make good at the Contractor's cost.
7.4 Testing	a) Provide everything necessary to carry out the specified tests. b) Agree with the Engineer the time and place for the testing. c) Give notice if the Contractor suffers delay and/or incurs Cost as a result of complying with instructions or a delay for which the Employer is responsible. d) Forward to the Engineer certified reports of the tests.	a) None. b) None. c) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1). d) Promptly.	a) None. b) None. c) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1). d) None.
7.5 Rejection	Make good defects notified by the Engineer.	Promptly.	None.
7.6 Remedial Work	Comply with the instructions of the Engineer with regard to remedial work.	Within a reasonable time as specified in the instruction or immediately if urgency is specified.	Contractor shall pay costs incurred by the Employer in engaging other persons to carry out the work.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
7.8 Royalties	Pay all royalties, rents and other payments for natural Materials obtained from outside the Site and disposal of surplus materials.	None.	None.
8 Commencement, Delays and Suspension			
8.1 Commencement of Works	Commence the execution of the Works and proceed with the Works with due expedition and without delay.	As soon as is reasonably practicable after the Commencement Date.	None.
8.2 Time for Completion	Complete the whole of the Works and each Section within the times specified in the Contract.	None.	Contractor shall pay delay damages to the Employer (Sub-Clause 8.7).
8.3 Programme	a) Submit a detailed time programme. b) Submit a revised programme. c) Proceed in accordance with the programme. d) Give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. e) Submit a revised programme on receiving a notice from the Engineer that a programme fails to comply with the Contract or to be consistent with actual progress.	a) Within 28 days after receiving the notice of commencement. b) Whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. c) None. d) Promptly. e) None.	None.
8.4 Extension of Time for Completion	Give notice to the Engineer if the Contractor considers himself to be entitled to an extension of the Time for Completion.	As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	Loss of entitlement to an extension to the Time for Completion (Sub-Clause 20.1).
8.6 Rate of Progress	Adopt revised methods in order to expedite progress and complete within the Time for Completion.	None.	None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
8.7 Delay Damages	Pay delay damages in the case of failure to comply with the Time for Completion.	None.	None.
8.8 Suspension of Work	Protect, store and secure such part or the Works in the case of an instruction to suspend the Works.	None.	None.
8.9 Consequences of Suspension	Give notice to the Engineer if the Contractor suffers delay and/or incurs cost as a result of complying with the Engineer's instructions under Sub-Clause 8.8.	As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
8.12 Resumption of Work	a) Jointly examine the Works and the Plant and Materials affected by the suspension with the Engineer. b) Make good any deterioration, defect or loss.	None.	None.
9 Tests on Completion			
9.1 Contractor's Obligations	a) Carry out the Tests on Completion. b) Give to the Engineer notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. c) Submit a certified report of the results of the Tests to the Engineer.	a) After providing the documents in accordance with Sub-Clause 4.1(d). b) Not less than 21 days. c) As soon as the Works or a Section have passed the Tests on Completion.	None.
9.2 Delayed Tests	Carry out the Tests if the Engineer gives notice of undue delay.	Within 21 days of the Engineer's notice.	The Employer's Personnel may proceed with the tests at the Contractor's cost.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
10 Employer's Taking Over			
10.2 Taking Over of Parts of the Works	a) Carry out any outstanding Tests on Completion. b) Give notice of costs incurred as a result of the Employer taking over and/or using a part of the Works.	a) As soon as practicable. b) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	a) None. b) Loss of entitlement to additional payment (Sub-Clause 20.1).
10.3 Interference with Tests on Completion	a) In the case of prevention from carrying out the tests, carry out any outstanding Tests on Completion. b) Give notice if the Contractor suffers delay and/or incurs Cost as a result of interference with Tests on Completion.	a) As soon as practicable. b) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	c) None. d) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
11 Defects Liability			
11.1 Completion of Outstanding Work and Remedying Defects	a) Complete any work which is outstanding on the date stated in a Taking-Over Certificate. b) Execute all work required to remedy defects or damage.	a) Within such reasonable time as is instructed by the Engineer. b) On or before the expiry date of the Defects Notification Period.	a) The Employer may carry out the work himself, at the Contractor's cost (Sub-Clause 11.4). b) A reduction in the Contract Price may be made (Sub-Clause 11.4).
11.8 Contractor to Search	If required by the Engineer, search for the cause of any defect.	None.	None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
11.11 Clearance of Site	Remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.	Within 28 days of receipt of the Performance Certificate.	a) The Employer may sell or otherwise dispose of any remaining items. b) Employer entitled to recover costs of disposal.
12 Measurement and Evaluation			
12.1 Works to be Measured	a) Assist the Engineer in making the measurement. b) Supply any particulars requested by the Engineer. c) Examine and agree the records with the Engineer and sign the same when agreed. d) In the case of disagreement with the records, give notice to the Engineer.	a) Promptly. a) None. b) As and when requested. c) Within 14 days after examination.	The Engineer's records shall be accepted as accurate.
12.4 Omissions	In the case where the Contractor will incur cost or not be adequately compensated for omitted work, give notice to the Engineer with supporting particulars.	None.	None.
13 Variations and Adjustments			
13.1 Right to Vary	a) Execute and be bound by each Variation. b) Not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.	None.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
13.3 Variation Procedure	a) Respond in writing to a request for a proposal. b) Not delay any work whilst awaiting a response. c) Acknowledge receipt of Variation instructions.	a) As soon as practicable. b) None. c) None.	None.
13.5 Provisional Sums	Produce quotations, invoices, vouchers and accounts or receipts in substantiation of the amounts paid to nominated Subcontractors.	When required by the Engineer.	None.
13.6 Daywork	a) Submit quotations to the Engineer. b) Submit invoices, vouchers and accounts or receipts for any Goods. c) Deliver to the Engineer statements which include the details of the resources used in executing the previous day's work. d) Submit priced statements of these resources.	a) Before ordering Goods for the work to be executed on a Daywork basis. b) When applying for payment. c) Each day. d) Prior to their inclusion in the next Statement under Sub-Clause 14.3.	None.
13.7 Adjustments for Changes in Legislation	Give notice if the Contractor suffers delay and/or incurs Cost as a result of changes in legislation.	As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
14 Contract Price and Payment			
14.1 The Contract Price	a) Pay all taxes, duties and fees to be paid under the Contract. b) Submit to the Engineer a proposed breakdown of each lump sum price in the Schedules.	a) None. b) Within 28 days after the Commencement Date.	None.
14.2 Advance Payment	a) Submit an advance payment guarantee. b) Extend the validity of the guarantee until the advance payment has been repaid.	None.	a) Employer is not obliged to make the advance payment. b) None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
14.3 Application for Interim Payment Certificates	Submit a Statement in six copies, showing in detail the amounts to which the Contractor considers himself to be entitled.	After the end of each month.	No obligation on the Engineer to certify payment (Sub-Clause 14.6).
14.4 Schedule of Payments	In the case that the Contract does not include a schedule of payments, submit non-binding estimates of the payments expected to become due.	a) First estimate within 42 days after the Commencement Date. b) Revised estimates at quarterly intervals.	None.
14.10 Statement at Completion	Submit a Statement at completion.	Within 84 days after receiving the Taking-Over Certificate for the Works.	None.
14.11 Application for Final Payment Certificate	a) Submit a draft Final Statement. b) Submit such further information as the Engineer may reasonably require. c) Prepare and submit the final statement as agreed with the Engineer.	a) Within 56 days after receiving the Performance Certificate. b) None. c) None.	a) None. b) None. c) The Engineer will certify an amount that he fairly determines to be due.
14.12 Discharge	Submit a written discharge.	When submitting the Final Statement.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
15 Termination by Employer			
15.2 Termination by Employer	a) In the case of a notice of termination being served, leave the Site and deliver any required Goods, Contractor's Documents and other design documents to the Engineer. b) Use best efforts to comply with any reasonable instructions included in the notice. c) Arrange for the removal of Equipment and Temporary Works.	a) None. b) Immediately. c) Promptly.	a) None. b) None. c) Items may be sold by the Employer.
15.5 Employer's Entitlement to Termination	In the case of a notice of termination, cease all further work, hand over Contractor's Documents, Plant, Materials and other work and remove all other Goods from the Site (Sub-Clause 16.3).	28 days from the Employer's notice or return of the Performance Security, whichever is the later.	None.
16 Suspension and Termination by Contractor			
16.1 Contractor's Entitlement to Suspend Work	a) Give notice if the Contractor intends to suspend work or reduce the rate of work. b) Resume normal working when the Employer's obligations have been met. c) Give further notice if the Contractor suffers delay and/or incurs Cost as a result of suspending work or reducing the rate of work.	a) 21 days before the intended suspension or reduction in the rate of work. b) As soon as is reasonably practicable. c) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1).	a) None. b) None. c) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).
16.2 Termination by Contractor	Give notice of intention to terminate.	14 days before the intended termination date.	None.
16.3 Cessation of Work and Removal of Contractor's Equipment	In the case of a notice of termination, cease all further work, hand over Contractor's Documents, Plant, Materials and other work and remove all other Goods from the Site.	After the notice has taken effect.	None.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
17 Risk and Responsibility			
17.1 Indemnities	Indemnify and hold harmless the Employer, the Employer's Personnel and their respective agents against and from all claims, damages, losses and expenses in respect of bodily injury, sickness, disease, death, damage to or of loss of property by reason of the Contractor's design, the execution and completion of the Works.	None.	None.
17.2 Contractor's Care	<ul style="list-style-type: none"> a) Take full responsibility for the care of the Works and Goods. b) Take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate. c) Rectify loss or damage if any loss or damage happens to the Works, Goods or Contractor's Documents. 	<ul style="list-style-type: none"> a) From the Commencement Date until the Taking-Over Certificate is issued. b) Until the outstanding work has been completed. c) None. 	None.
17.4 Consequences of Employer's Risks	<ul style="list-style-type: none"> a) Give notice in the case of an Employer's risk event which results in loss or damage. b) Rectify the loss or damage as required by the Engineer. c) Give further notice if the Contractor suffers delay and/or incurs Cost as a result of rectifying loss or damage caused by Employers Risks. 	<ul style="list-style-type: none"> a) Promptly. b) None. c) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance (Sub-Clause 20.1). 	<ul style="list-style-type: none"> a) None. b) None. c) Loss of entitlement to an extension to the Time for Completion and additional payment (Sub-Clause 20.1).

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
17.5 Intellectual and Industrial Property Rights	a) Give notice of any claim under this clause. b) Indemnify and hold the Employer harmless against and from any other claim which arises out of, or in relation to the manufacture, use, sale or import of any Goods, or any design for which the Contractor is responsible. c) If requested by the Employer, assist in contesting the claim. d) Not make any admission which might be prejudicial to the Employer.	a) Within 28 days of receiving a claim. b) None. c) None. d) None.	a) Waiver of right to indemnity. b) None. c) None. d) None.
18 Insurance			
18.1 General Requirements for Insurances	a) Wherever the Contractor is the insuring Party, effect and maintain the insurances in terms consistent with any terms agreed by the Parties before the date of the Letter of Acceptance. b) Act under the policy on behalf of any additional joint insured parties. c) Submit evidence to the Employer that the insurances have been effected and copies of the policies. d) Submit evidence of payment of premiums. e) Inform the insurers of any relevant changes to the execution of the Works and ensure that insurance is maintained. f) Not make any material alteration to the terms of any insurance without approval of the Employer.	a) Within the periods stated in the Contract Data. b) None. c) Within the periods stated in the Appendix to Tender. d) Upon payment of premium. e) As appropriate. f) None.	Employer may effect the insurances and recover the cost from the Contractor.
18.4 Insurance for Contractor's Personnel	Effect and maintain insurance against injury, sickness, disease or death of any person employed by the Contractor, or any other of the Contractor's Personnel.	From the time that personnel are assisting in the execution of the Works.	Employer may effect the insurances and recover the cost from the Contractor (Sub-Clause 18.1).

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
19 Force Majeure			
19.2 Notice of Force Majeure	Give notice in the case that the Contractor is, or will be prevented from performing any of its obligations under the Contract by Force Majeure.	Within 14 days after the Contractor became aware, or should have become aware of the relevant event or circumstance constituting Force Majeure.	Contractor shall not be excused performance of the obligations.
19.3 Duty to Minimise Delay	a) Use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure. b) Give notice when the effects of the Force Majeure cease.	None.	None.
20 Claims, Disputes and Arbitration			
20.1 Contractor's Claims	a) Give notice if the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment. b) Submit any other notices which are required by the Contract and supporting particulars of the claim. c) Keep such contemporary records as may be necessary to substantiate any claim and permit the Engineer to inspect all the records. d) Send to the Engineer, a fully detailed claim. e) Send further interim claims if the event or circumstance giving rise to the claim has a continuing effect. f) Send a final claim.	a) As soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance. b) None. c) None. d) Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim. e) At monthly intervals. f) Within 28 days after the end of the effects resulting from the event or circumstance.	a,b,d) Loss of entitlement to an extension to the Time for Completion and additional payment. c,e,f) The Employer will take account of the extent to which the failure has prevented or prejudiced proper investigation of the claim.

<i>CLAUSE</i>	<i>OBLIGATIONS</i>	<i>TIME FRAME</i>	<i>SPECIFIC CONSEQUENCES OF NON-COMPLIANCE</i>
20.2 Appointment of the Dispute Adjudication Board	<ul style="list-style-type: none"> a) Jointly appoint the DAB (Dispute Adjudication Board). b) Mutually agree the terms of remuneration for the DAB. c) Not consult the DAB on any matter without the agreement of the Employer. d) Not to act alone in the termination of any member of the DAB. 	<ul style="list-style-type: none"> a) By the date stated in the Appendix to Tender. b) None. c) None. d) None. 	<ul style="list-style-type: none"> a) The appointing entity or official named in the Appendix to Tender shall appoint (Sub-Clause 20.3). b) None. c) None. d) None.
20.4 Obtaining Dispute Adjudication Board's Decision	<ul style="list-style-type: none"> a) Make available to the DAB, additional information, access to the Site and appropriate facilities as the DAB may require. b) Give effect to a DAB decision unless and until it is revised, in an amicable settlement or an arbitral award. c) Continue to proceed with the Works in accordance with the Contract. 	<ul style="list-style-type: none"> a) Promptly. b) Promptly. c) None. 	<ul style="list-style-type: none"> a) None. b&c) The matter may be referred to arbitration (Sub-Clause 20.7).
20.5 Amicable Settlement	In the case of a notice of dissatisfaction being issued, attempt to settle the dispute amicably.	Within 56 days of the notice.	Arbitration may be commenced.

THE OBLIGATIONS OF THE CONTRACTOR *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT			
2 General Provisions	Give notice to the DAB Member that the Dispute Adjudication Agreement has taken effect.	On the Commencement Date, or upon all parties signing the Dispute Adjudication Agreement whichever is the later.	None.
5 General Obligations of the Employer and the Contractor	a) Not to request advice from, or consult with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities. b) In the case of the DAB Member being required to make a site visit or attend a hearing, provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member (this may be undertaken by the Employer).	None.	None.
6 Payment	a) Pay the DAB fees. b) Apply to the Employer for reimbursement of one-half of the DAB invoices by way of the Statements.	a) Within 56 calendar days after receiving each invoice. b) None	a) Employer may pay the fees and be entitled to reimbursement of fees, plus financing charges. The DAB Member may suspend services or resign the appointment. b) None

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
Annex – Procedural Rules			
2.	Jointly agree the timing of and agenda for each site visit by the DAB.	None.	Timing and agenda shall be decided by the DAB.
3.	a) Attend site visits by the DAB. b) Co-operate with the Employer in co-ordinating site visits by the DAB.	None.	None.
4.	a) Furnish to each DAB member, one copy of all documents which the DAB may request. b) Copy the Employer on all communications between the DAB and the Contractor.	None.	None.

THE OBLIGATIONS OF THE ENGINEER

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
GENERAL CONDITIONS			
1 General Provisions			
1.3 Communications	Not to unreasonably withhold approvals, certificates, consents and determinations.	None.	None.
1.5 Priority of Documents	In the case that an ambiguity or discrepancy is found in the Contract documents, issue any necessary clarification or instruction.	None.	None.
1.9 Delayed Drawings or Instructions	In the case of a notice and claim for delay or cost being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
2 The Employer			
2.1 Right of Access to the Site	In the case of a notice and claim for delay or cost being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
2.5 Employer's Claims	a) In the case that the Employer considers himself to be entitled to any payment, give notice and particulars to the Contractor (the Employer may also undertake this action). b) Agree or determine the matters.	a) As soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim. b) None.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
3 The Engineer			
3.1 Engineer's Duties and Authority	a) Carry out the duties assigned in the Contract. b) Provide staff that are suitably qualified engineers and other professionals who are competent to carry out these duties. c) Obtain the approval of the Employer before exercising any authority specified in the Particular Conditions.	None.	a) None. b) None. c) The Employer shall be deemed to have given approval.
3.2 Delegation by the Engineer	a) In the case of delegation of the Engineer's authority, delegate such authority in writing. b) Not to delegate the authority to determine any matter in accordance with Sub-Clause 3.5 <i>[Determinations]</i> . c) In the case that the Contractor questions any determination or instruction of an assistant and refers the matter, confirm, reverse or vary the determination or instruction.	a) None. b) None. c) Promptly.	None.
3.3 Instructions of the Engineer	Wherever practical give instructions in writing.	None.	None.
3.5 Determinations	a) Consult with each Party in an endeavour to reach an agreement. b) If agreement is not achieved, make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. c) Give notice to both Parties of each agreement or determination, with supporting particulars.	None.	None.

THE OBLIGATIONS OF THE ENGINEER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4 The Contractor			
4.3 Contractor's Representative	Respond to the Contractor's request for consent to the appointment of the Contractor's Representative.	None.	None.
4.4 Subcontractors	Respond to the Contractor's requests for consent for proposed Subcontractors.	None.	None.
4.7 Setting Out	In the case of a notice and claim for delay or cost being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
4.12 Unforeseeable Physical Conditions	a) In the case of a notice of unforeseen physical conditions, inspect the physical conditions. b) In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters.	a) None. b) Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
4.19 Electricity, Water and Gas	Agree or determine the quantities and amounts due to the Employer for the Contractor's consumption of electricity, water and gas.	None.	None.
4.20 Employer's Equipment and Free-Issue Material	Agree or determine the amounts due to the Employer for the Contractor's use of Employer's Equipment.	None.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4.23 Contractor's Operations on Site	Cooperate with the Contractor to agree additional working areas outside the Site.	None.	None.
4.24 Fossils	a) Give instructions for dealing with fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site. b) In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters.	a) None. b) Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
5 Nominated Subcontractors			
5.3 Payments to Nominated Subcontractors	Certify the amounts due to nominated Subcontractors.	None.	None.
6 Staff and Labour			
6.10 Records of Contractor's Personnel and Equipment	Cooperate with the Contractor to approve a form to record the number of each class of Contractor's Personnel and each type of Contractor's Equipment on the Site.	None.	None.
7 Plant, Materials and Workmanship			
7.3 Inspection	Examine, inspect, measure and test the materials and workmanship.	Without unreasonable delay (or promptly give notice that inspection is not required).	None.

THE OBLIGATIONS OF THE ENGINEER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
7.4 Testing	a) Agree with the Contractor the time and place for specified testing. b) Give the Contractor notice of intention to attend the tests. c) In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters. d) Endorse the Contractor's test certificate, or issue a certificate confirming that the tests have been passed.	a) None. b) Not less than 24 hours. c) Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1). d) Promptly.	a) None. b) If the Engineer does not attend, the Contractor may proceed and the tests shall be deemed to have been made in Engineer's presence. c) None. d) None.
7.5 Rejection	In the case of Plant, Materials or workmanship being found to be defective or not in accordance with the Contract, give notice of rejection.	None.	None.
8 Commencement, Delays and Suspension			
8.1 Commencement of Works	Give the Contractor notice of the Commencement Date.	Not less than 7 days before the Commencement Date and within 42 days after the Contractor receives the Letter of Acceptance.	None.
8.3 Programme	In the case that a programme does not comply with the Contract, give notice to the Contractor.	Within 21 days after receiving the programme.	Contractor shall proceed in accordance with the programme.
8.4 Extension of Time for Completion	In the case of a notice and claim for delay being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
8.8 Suspension of Work	In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
8.11 Prolonged Suspension	In the case that the Contractor requests permission to proceed after 84 days of suspension, respond to the Contractor's request.	Within 28 days of the request.	Contractor may treat the suspension as an omission or give notice of termination.
8.12 Resumption of Work	Jointly examine the Works and the Plant and Materials affected by the suspension.	After permission or instruction to proceed is given.	None.
9 Tests on Completion			
9.1 Contractor's Obligations	Make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works.	None.	None.
10 Employer's Taking Over			
10.1 Taking Over of the Works and Sections	Issue the Taking-Over Certificate to the Contractor, or reject the Contractor's application, giving reasons and specifying the work required to be done.	Within 28 days after receiving the Contractor's application.	The Taking-Over Certificate shall be deemed to have been issued.
10.2 Taking Over of Parts of the Works	<ul style="list-style-type: none"> a) In the case that the Employer uses part of the Works and if requested by the Contractor, issue a Taking-Over Certificate for this part. b) In the case of a notice and claim for incurred Cost being received, respond to the claim and agree or determine the matters. c) Determine any reduction in delay damages as a result of a Taking-Over Certificate being issued for a part of the Works. 	<ul style="list-style-type: none"> a) None. b) Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1). c) None. 	None.

THE OBLIGATIONS OF THE ENGINEER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
10.3 Interference with Tests on Completion	a) In the case of the Contractor being prevented from carrying out Tests on Completion by the Employer, issue a Taking-Over Certificate accordingly. b) In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters.	a) None. b) Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
11 Defects Liability			
11.4 Failure to Remedy Defects	In the case that the Contractor fails to remedy any defect or damage and if required by the Employer, agree or determine a reasonable reduction in the Contract Price.	None.	None.
11.8 Contractor to Search	In the case that the Contractor has searched for a defect that is found not to be the responsibility of the Contractor, agree or determine the cost of the search.	None.	None.
11.9 Performance Certificate	Issue the Performance Certificate.	Within 28 days after the latest of the expiry dates of the Defects Notification Periods or as soon thereafter as the Contractor has completed his obligations.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
12 Measurement and Evaluation			
12.1 Works to be Measured	a) Give notice when the Engineer requires any part of the Works to be measured. b) Prepare records of measurement. c) In the case that the Contractor gives notice or disagrees with the records, review the records and either confirm or vary them.	None.	None.
12.3 Evaluation	a) Agree or determine the Contract Price by evaluating each item of work, applying the measurement and the appropriate rate or price for the item. b) In the case that new rates and prices are required and not agreed, determine a provisional rate or price for the purposes of Interim Payment Certificates.	a) None. b) Such that the item may be included in Interim Payment Certificates.	None.
12.4 Omissions	In the case of receiving a notice of cost as a result of omissions, agree or determine the cost.	None.	None.
13 Variations and Adjustments			
13.1 Right to Vary	In the case that the Contractor gives notice that the Contractor cannot readily obtain the Goods required for a Variation, cancel, confirm or vary the instruction.	None.	None.
13.2 Value Engineering	In the case that a proposal results in a reduction in the contract value, agree or determine a fee.	None.	None.

THE OBLIGATIONS OF THE ENGINEER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
13.3 Variation Procedure	a) Respond to the Contractor's Variation or value engineering proposals with approval, disapproval or comments. b) Issue instructions to execute Variations.	a) As soon as practicable after receiving the proposal. b) None.	a) None. b) The Contractor shall not make any alteration and/or modification of the Permanent Works (Sub-Clause 13.1).
13.5 Provisional Sums	Give instructions for the use of Provisional Sums.	None.	None.
13.6 Daywork	Sign the Contractor's Daywork Statements.	If correct, or when agreed.	None.
13.7 Adjustments for Changes in Legislation	In the case of a notice and claim for delay being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
13.8 Adjustments for Changes in Cost	a) In the case that the cost indices or reference prices stated in the table of adjustment data is in doubt, make a determination. b) In the case that each current cost index is not available, determine a provisional index for the issue of Interim Payment Certificates.	a) None. b) Such that the index may be used for calculations for inclusion in the Payment Certificates.	None.
14 Contract Price and Payment			
14.2 Advance Payment	Issue an Interim Payment Certificate for the first instalment of the advance payment.	After receiving a Statement under Sub-Clause 14.3 and after the Employer receives the Performance Security and an advance payment guarantee.	None.

<i>CLAUSE</i>	<i>OBLIGATIONS</i>	<i>TIME FRAME</i>	<i>SPECIFIC CONSEQUENCES OF NON-COMPLIANCE</i>
14.3 Application for Interim Payment Certificates	Cooperate with the Contractor to agree and approve the form for the Statements.	None.	None.
14.5 Plant and Materials intended for the Works	Determine and certify an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works.	For inclusion in each Interim Payment Certificate.	None.
14.6 Issue of Interim Payment Certificates	a) Issue to the Employer an Interim Payment Certificate. b) In the case that the certified amount would be less than the minimum amount of Interim Payment Certificates stated in the Appendix to Tender, give notice to the Contractor.	a) Within 28 days after receiving a Statement from the Contractor. b) None	If late certification results in the Employer not making payment within the stated period, the Contractor is entitled to receive financing charges (Sub-Clause 14.7).
14.9 Payment of Retention Money	a) Certify the first half of the Retention Money. b) Certify the outstanding balance of the Retention Money.	a) When the Taking-Over Certificate has been issued for the Works. b) Promptly after the latest of the expiry dates of the Defects Notification Periods.	If late certification results in the Employer not making payment within the stated period, the Contractor is entitled to receive financing charges (Sub-Clause 14.7).
14.10 Statement at Completion	Issue to the Employer an Interim Payment Certificate.	Within 28 days after receiving a Statement at completion.	If late certification results in the Employer not making payment within the stated period, the Contractor is entitled to receive financing charges (Sub-Clause 14.7).

THE OBLIGATIONS OF THE ENGINEER *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
14.11 Application for Final Payment Certificate	a) Cooperate with the Contractor to agree and approve the form for the final statement. b) In the case that a dispute exists, deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement.	None.	None.
14.13 Issue of Final Payment Certificate	a) Issue, to the Employer the Final Payment Certificate. b) In the case that the Contractor has not applied for a Final Payment Certificate, request the Contractor to do so. c) In the case that the Contractor fails to submit an application within a period of 28 days, issue the Final Payment Certificate for such amount as the Engineer fairly determines to be due.	a) Within 28 days after receiving the Final Statement and written discharge. b) None. c) None.	If late certification results in the Employer not making payment within the stated period, the Contractor is entitled to receive financing charges (Sub-Clause 14.7).
15 Termination by Employer			
15.3 Valuation at Date of Termination	Agree or determine the value of the Works, Goods, Contractor's Documents and any other sums due to the Contractor for work executed in accordance with the Contract.	As soon as practicable after a notice of termination.	None.
16 Suspension and Termination by Contractor			
16.1 Contractor's Entitlement to Suspend Work	In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
17 Risk and Responsibility			
17.4 Consequences of Employer's Risks	In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
19 Force Majeure			
19.4 Consequences of Force Majeure	In the case of a notice and claim for delay or Cost being received, respond to the claim and agree or determine the matters.	Respond within 42 days after receiving a claim or any further particulars supporting a previous claim (Sub-Clause 20.1).	None.
19.6 Optional Termination, Payment and Release	In the case of termination, determine the value of the work done and issue a Payment Certificate.	Upon termination.	None.
20 Claim, Disputes and Arbitration			
20.1 Contractor's Claims	a) In the case of a claim being received, respond with approval, or with disapproval and detailed comments. b) Agree or determine the extension of the Time for Completion and/or the additional payment.	a) Within 42 days after receiving the claim or any further particulars supporting a previous claim (Sub-Clause 20.1). b) None.	None.
GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT			
Annex – Procedural Rules			
3.	Attend Site visits by the DAB.	None.	None.

THE OBLIGATIONS OF THE DISPUTE ADJUDICATION BOARD

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
GENERAL CONDITIONS			
20 Claims, Disputes and Arbitration			
20.4 Obtaining Dispute Adjudication Board's Decision	Give a decision on any dispute referred to the DAB.	Within 84 days after receiving such reference.	Either Party may commence arbitration.
GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT			
3 Warranties	a) Be impartial and independent of the Employer, the Contractor and the Engineer. b) Disclose to the Parties and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.	a) None. b) Promptly.	None.

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
4 General Obligations of the Member	<ul style="list-style-type: none"> a) Have no interest, financial or otherwise in the Parties or the Engineer, nor any financial interest in the Contract. b) Not previously have been employed as a consultant or otherwise by the Parties or the Engineer, except as disclosed in writing. c) Disclose in writing to the Parties and the Other Members, any professional or personal relationships with any director, officer or employee of the Parties or the Engineer and any previous involvement in the overall project of which the Contract forms part. d) Not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Parties or the Engineer, except as may be agreed in writing. e) Comply with the procedural rules and with Sub-Clause 20.4 of the Conditions of Contract. f) Not give advice to the Parties, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the procedural rules. g) Not enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any, of them after ceasing to act under the Dispute Adjudication Agreement. h) Ensure his/her availability for all site visits and hearings as are necessary. i) Become conversant with the Contract and with the progress of the Works by studying all documents received. j) Treat the details of the Contract and all the DAB's activities and hearings as private and confidential. k) Be available to give advice and opinions on any matter relevant to the Contract when requested by both of the Parties. 	None.	None.

THE OBLIGATIONS OF THE DISPUTE ADJUDICATION BOARD *(continued)*

CLAUSE	OBLIGATIONS	TIME FRAME	SPECIFIC CONSEQUENCES OF NON-COMPLIANCE
5 General Obligations of the Employer and the Contractor	a) Not be appointed as an arbitrator in any arbitration under the Contract.	None.	None.
6 Payment	a) Submit invoices for payment of the monthly retainer and air fares. b) Submit invoices for other expenses and for daily fees.	a) Quarterly in advance. b) Following the conclusion of a site visit or hearing.	None.
Annex – Procedural Rules			
1.	Visit the site.	a) At intervals of not more than 140 days. b) At times of critical construction events. c) At the request of either the Employer or the Contractor.	None.
2.	a) Agree the timing of and agenda for each site visit with the Parties. b) In the absence of agreement by the Parties, decide the timing of and agenda for each site visit.	None.	None.
3.	Prepare a report on the DAB's activities during the visit and send copies to the Employer and the Contractor.	At the conclusion of each site visit and before leaving the site.	None.
4.	Copy all communications to the Parties.	None.	None.

<i>CLAUSE</i>	<i>OBLIGATIONS</i>	<i>TIME FRAME</i>	<i>SPECIFIC CONSEQUENCES OF NON-COMPLIANCE</i>
5(a)	a) Act fairly and impartially as between the Parties. b) Give each of the Parties a reasonable opportunity of putting his case and responding to the other's case.	None.	None.
5(b).	Adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.	None.	None.
6.	In the case of a hearing on the dispute, decide on the date and place for the hearing.	None.	None.
9.	a) Not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. b) Make and give a decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. c) If the DAB comprises three persons: I. Convene in private after a hearing. II. Endeavour to reach a unanimous decision.	None.	None.

