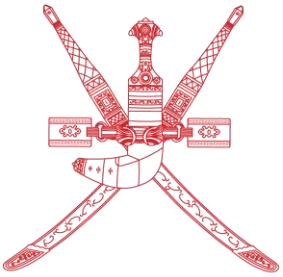


سلطنة عمان

Sultanate of Oman

Engineering, Procurement and Construction (EPC) Contract

2026



سلطنة عُمان
Sultanate of Oman

Entity:	
Contract Title:	
Contract Number:	

Section 1 – Form of Agreement

for

Engineering, Procurement and Construction (EPC) Contract

SECTION 1 – FORM OF AGREEMENT

This Agreement is dated …… 20……. and is made between:

1. …….. (referred to hereinafter as "**Employer**"), with its Head Office located at [……P.O. Box XXX, PC XXX], Sultanate of Oman; and

2. …….. (referred to hereinafter as "**Contractor**"), having Commercial Registration Number …….. with Its registered address at [P.O. Box XXX, PC XXX], Sultanate of Oman,

each referred to as a "**Party**" and collectively as the "**Parties**" to this Agreement.

WHEREAS:

A. Employer desires that the Works related to [INSERT CONTRACT TITLE…….. / NUMBER ……] be executed by Contractor; and

B. The Employer intends to have the Works related to [INSERT CONTRACT TITLE/ NUMBER] executed by the Contractor and has accepted the Contractor's proposal through the Letter of Award dated [INSERT DATE] for the execution and completion of the Works, including the rectification of any defects therein.

The Employer and the Contractor hereby agree as follows:

1. In this Agreement words and expression shall have the same meaning given to them in Section 3 (General Conditions) hereinafter referred to.
2. The Works shall be carried out by the Contractor in accordance with the following documentation, which together constitutes the "**Contract**":

Section 1	Form of Contract
Section 2	Particular Conditions
Section 3	General Conditions
Section 4	Scope of Work/Employer's Requirement and Local Content
Section 5	Schedule of Rates/Prices

Section 6 Contract Management Procedures

The Letter of Award dated: _____

Form of Tender dated: _____

3. In consideration of any payments due from the Employer under this Contract, the Contractor agrees to execute and complete the Works and to promptly rectify any defects therein, in accordance with the provisions of this Contract.

4. In consideration of the Contractor's execution and completion of the Works and the rectification of any defects therein, the Employer agrees to pay the Contract Price as stipulated in the Contract, at the specified times and in the manner prescribed.

5. The Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, warranties, and agreements related to the Contract, whether written or verbal. No amendments to the Contract shall be effective unless evidenced in writing and duly signed by authorized representatives of the Parties.

The Contractor warrants that:

a. It understands all documents included within or referenced by the Contract.

b. It has the authority to enter into and fulfill its obligations under this Contract.

c. All necessary actions needed to authorize and ensure performance under this Contract have been undertaken and completed.

d. Its obligations under the Contract are legally binding and enforceable.

e. All information provided and all representations made are accurate and complete.

f. There is no ongoing or pending litigation, arbitration, or administrative proceedings that could materially affect its ability to perform under the Contract.

g. It is not subject to any other obligations that would materially impair its ability to fulfill its obligations under the Contract.

h. No proceedings have been initiated or threatened for its winding up or dissolution, or for the appointment of a receiver, administrator, or similar officer.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals on the date of this Agreement.

Signed by a duly authorized signatory for and on behalf of:

Employer		**Contractor**	
Signature:	……	Signature:	……
Name:	……	Name:	……
Date:	……	Date:	……

Appendix 1: Contract Details

Serial	Item Description	Detail Particulars
1	Effective Date	
2	Mobilization period	
3	Commencement Date	
4	Contract Duration	
5	Completion Date	
6	Site handover date (Sub-Clause 2.1 of Section 3)	
7	Performance Bond Value (Sub-Clause 3.16 of Section 3)	
8	Delay Damages (Sub-Clause 8.7. of Section 3)	Detailed in Section 6 (Contract Management Procedures)
9	Defects Liability Period (Sub-Clause 11.1 of Section 3)	Detailed in Section 6 (Contract Management Procedures)
10	Contract Price (Sub-Clause 15.1 of Section 3)	
11	Advance Payment (Sub-Clause 15.2 of Section 3)	
12	Dispute Resolution (Sub-Clause 24.3 of Section 3 – General Conditions)	Litigation

Any notices to be sent from one Party to the other under the Contract shall comply with Section 3, General Conditions, and shall be sent to: -

CONTRACTOR

Contractor address:	[Name of Contract/ Project Manager and address]
Telephone No.:	+968 [●]
Email:	[●]

EMPLOYER

Employer address:	[Insert Name of Employer's representative and address]
Telephone No.:	+968 [●]
Email:	[●]

In the event of a change in address the notifying Party shall notify the other Party in writing and allow 5 working days for the change to become effective.

ANNEXURE – A

LETTER OF AWARD

Dear Sirs,

We are pleased to inform you that, following the completion of the evaluation process in accordance with the applicable tendering procedures, your proposal submitted on [Insert Date] has been accepted. Accordingly, the contract for the execution of the works described in the tender documents and your proposal has been awarded to your company, subject to the terms and conditions set out in the contract and applicable laws and regulations of the Sultanate of Oman.

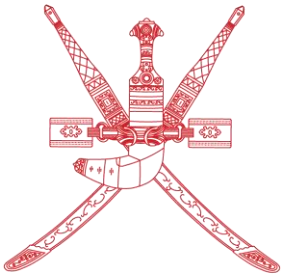
The total contract price is OMR [Insert Amount in Words and Figures], which shall be subject to adjustments in accordance with the provisions of the contract. The works shall commence on the date specified in the contract or as notified in writing and must be completed within [Insert Duration] from the date of commencement.

In accordance with the contract requirements, you are required to submit a performance bond in the amount of [5%] of the contract value. The bond must be issued by a bank licensed to operate in the Sultanate of Oman or another institution acceptable to the Employer and shall be in the form of an unconditional, irrevocable, on-demand bank guarantee. It must be submitted within fourteen (14) calendar days of the date of this letter and remain valid until the issuance of the final completion certificate and any additional period required under the contract.

Additionally, as provided for under the contract, you shall be entitled to an advance payment equivalent to ten percent [١٠%] of the contract value, upon submission of an advance payment guarantee for the same amount. This guarantee must be in the prescribed form and issued by a bank acceptable to the Employer. It shall remain valid until full recovery of the advance amount through interim payments as stipulated in the contract.

Where applicable, a parent company guarantee shall also be submitted in accordance with the contract terms. This guarantee must be issued by your parent company in the prescribed format and submitted within fourteen (14) calendar days from the date of this letter.

Yours faithfully,



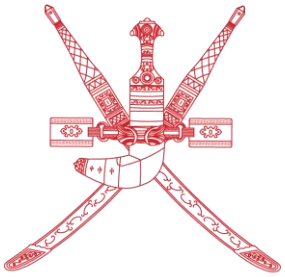
سلطنة عمان
Sultanate of Oman

Entity:	
Contract Title:	
Contract Number:	

Section 2 – Particular Conditions

for

Engineering, Procurement and Construction (EPC) Contract



سلطنة عمان
Sultanate of Oman

Entity	
Contract Title:	
Contract Number:	

Section 3 - General Conditions
for

Engineering, Procurement and Construction (EPC) Contract

Table of Contents

CLAUSE 1.	**GENERAL PROVISIONS**	**15**
1.1	**Definitions**	**15**
1.2	**Interpretation**	**22**
1.3	**Communication**	**23**
1.4	**Law and Language**	**23**
1.5	**Priority of Documents**	**24**
1.6	**Assignment**	**24**
1.7	**Joint and Several liability**	**24**
1.8	**Expenses**	**25**
1.9	**No Waiver**	**25**
1.10	**Independent Contractor**	**25**
1.11	**Severability**	**25**
1.12	**Amendments**	**25**
CLAUSE 2.	**EMPLOYER RESPONSIBILITIES AND ADMINISTRATION**	**25**
2.1	**Access to the Site**	**25**
2.2	**Licenses and Permits**	**26**
2.3	**Support services and facilities provided by the Employer**	**26**
2.4	**Instructions from the Employer**	**26**
2.5	**Determinations**	**27**
2.6	**The Employer's Claims**	**27**
CLAUSE 3.	**CONTRACTOR'S OBLIGATIONS AND EXECUTION OF WORKS**	**27**
3.1	**Contractor's General Obligations**	**27**
3.2	**Standard of Work**	**28**
3.3	**Protection of the Employer's interests**	**28**
3.4	**Subcontractor, Nominated Subcontractors and the Manufacturers**	**28**
3.5	**Setting out**	**29**
3.6	**Use of explosives**	**30**
3.7	**Cooperation with Other Contractors and the Employer's Personnel**	**30**
3.8	**Quality Assurance**	**30**
3.9	**Site Examination and Conditions**	**30**
3.10	**Sufficiency of the Contract Price**	**31**
3.11	**Archaeological and Geological Finds**	**31**
3.12	**Notification of Deficiencies**	**31**
3.13	**Site Maintenance**	**32**
3.14	**Emergency Response**	**32**
3.15	**Safety**	**32**

3.16 Performance Bond 33
3.17 Parent Company guarantee 34
3.18 Right of Way and Facilities 35
3.19 Avoidance of Interference 35
3.20 Access Route 35
3.21 Transport of Goods 35
3.22 Contractor's Equipment 35
3.23 Environmental Protection 36
3.24 Site Security 36
3.25 Electricity, Water and Gas 36
3.26 The Employer's Equipment and Free-Issue Material 36
3.27 Local Content (LC) 37
3.28 License and Permits 37
3.29 Procurement Obligation 37
3.30 Protection of Works in Event of Inclement Weather 38

CLAUSE 4. EMPLOYER PROJECT REPRESENTATIVE (EPR) AND EMPLOYER PERSONNEL 38
4.1 Designation and General Responsibilities 38
4.2 Scope of EPR Authority 39
4.3 Limitations on EPR Authority 39
4.4 Rights and Liabilities 39
4.5 Employer Personnel 40

CLAUSE 5. DESIGN 40
5.1 Responsibility for Design 40
5.2 Other Documents 41
5.3 Responsibility and Liability 41
5.4 As-Built Records and Drawings 41
5.5 Operation and Maintenance Manuals 41

CLAUSE 6. TECHNICAL INFORMATION 42
6.1 Provision and Verification of Technical Information 42
6.2 Submission and Review of Documentation 42
6.3 Additional Documentation 42
6.4 Technical Information provided after the Effective Date 42
6.5 The Employer’s review, consent, and approval 43

CLAUSE 7. CONTRACTOR’S PERSONNEL, MANAGEMENT AND COMPLIANCE REQUIREMENTS 43
7.1 Project Manager 43
7.2 Key Personal 43
7.3 Contractor’s Personnel Control and Engagement 44

7.4	Experience and Capability	44
7.5	Training Requirements	44
7.6	Replacement of the Contractor's Personnel	44
7.7	Recruitment Restrictions	44
7.8	Staff and Labor Engagement	44
7.9	Wages and Conditions	45
7.10	Compliance with Labor Laws	45
7.11	Works Hours	45
7.12	Accommodations and Welfare Facilities	45
7.13	Health and Safety	45
7.14	Accident Reporting	45
CLAUSE 8.	PROGRESS OF THE WORKS	46
8.1	Programme	46
8.2	Progress Reports	47
8.3	Rate of Progress	47
8.4	Duty to report	47
8.5	Extension of time	48
8.6	Schedule Slippage	49
8.7	Delay Damages	50
8.8	Right to recover costs	50
CLAUSE 9.	VARIATIONS TO CONTRACT	50
9.1	Right to Vary	50
9.2	Contractor's Variation Proposals	51
9.3	Variation Procedure	51
9.4	Valuation of Variation	51
9.5	Exclusions from Variation	52
CLAUSE 10.	COMMENCEMENT AND COMPLETION	52
10.1	Commencement	52
10.2	Pre-Completion	53
10.3	Completion	54
10.4	Close out report	55
10.5	No Partial Completion	55
CLAUSE 11.	DEFECTS LIABILITY PERIOD AND FINAL COMPLETION CERTFICATE	56
11.1	Defects Liability Period	56
11.2	The Employer's Remedial Actions	56
11.3	Extension of Defects Liability Period	56
11.4	Off-Site Repairs	56
11.5	Contractor's Access Until Final Completion Certificate	57

11.6	Issuance of the Final Completion Certificate	57
11.7	Latent Defect	57
CLAUSE 12.	**MATERIALS AND EQUIPMENTS**	**58**
12.1	Employer-Supplied Materials and Equipment	58
12.2	Contractor-Supplied Materials	59
12.3	Contractor-Supplied Equipment	60
12.4	Import and Export of Equipment and Materials	60
12.5	Ownership and Duty of Care	60
CLAUSE 13.	**INSPECTION AND TESTING**	**61**
13.1	General	61
13.2	The Employer's right to reject	61
13.3	Covering up and uncovering	61
13.4	Testing	62
13.5	Search for cause of defects	62
CLAUSE 14.	**SUBSTITUTION, SUSPENSION AND TERMINATION**	**63**
14.1	Right of Substitution	63
14.2	Suspension of the Works	64
14.3	Termination of the Contract	64
14.4	Amounts payable on Termination	66
14.5	Suspension by the Contractor	67
14.6	Termination by the Contractor	67
14.7	Survival of terms and conditions	68
CLAUSE 15.	**RATES AND PRICES AND PAYMENT**	**68**
15.1	The Contract Price	68
15.2	Advance payment	68
15.3	Interim payment application	69
15.4	Interim Payment Certificate	69
15.5	Interim Payments	70
15.6	Final Account	71
15.7	Right to Set-Off	71
CLAUSE 16.	**DUTIES AND TAXES**	**71**
16.1	Contractor's Responsibilities	71
16.2	Tax on Payments	72
16.3	Compliance with Laws, Permits, and Regulations	72
16.4	Export Control	73
16.5	Change in Law	73
16.6	Public Relations	73

CLAUSE 17.	**RIGHT TO AUDIT**	**74**
17.1	**The Employer's Right to audit**	**74**
17.2	**Technical, safety and environmental audits**	**74**
17.3	**Audit of Subcontractors**	**74**
17.4	**Disclosure of Secrets**	**74**
CLAUSE 18.	**INSURANCE**	**75**
18.1	**General Insurance Obligations**	**75**
18.2	**Subcontractor Insurance Provisions**	**75**
18.3	**Insurance Approval and Compliance**	**76**
18.4	**The Employer's Right to Procure Insurance**	**76**
18.5	**Insurance Renewal**	**76**
CLAUSE 19.	**LIABILITIES AND INDEMNIFICATION**	**76**
19.1	**Contractor Indemnities**	**76**
19.2	**Contractor's Liabilities for Works**	**78**
19.3	**Consequential Loss**	**79**
19.4	**Extent of Indemnities**	**79**
19.5	**Notification**	**79**
19.6	**Mutual Waiver and Indemnity**	**79**
CLAUSE 20.	**OWNERSHIP, PATENTS AND PROPRIETARY RIGHTS**	**80**
20.1	**Ownership**	**80**
20.2	**Liens, attachments etcetera**	**80**
20.3	**Patents and other intellectual property rights**	**81**
20.4	**Intellectual property warranties**	**82**
CLAUSE 21.	**CONFIDENTIALITY**	**82**
21.1	**Confidential Information and Confidential Record**	**82**
21.2	**Press releases**	**83**
CLAUSE 22.	**BUSINESS ETHICS AND PRINCIPLES**	**84**
22.1	**General Business Principles**	**84**
22.2	**Contractor's Representations and Warranties**	**84**
CLAUSE 23.	**FORCE MAJEURE**	**85**
23.1	**Relief from Obligations**	**85**
23.2	**Notification of Force Majeure Event**	**85**
23.3	**Consequences of Force Majeure**	**85**
CLAUSE 24.	**CLAIMS AND DISPUTE RESOLUTION**	**86**
24.1	**Claims**	**86**
24.2	**Notice of dissatisfaction**	**86**
24.3	**Dispute Resolution**	**86**

CLAUSE 1. GENERAL PROVISIONS

1.1 Definitions

1.1.1 The following definitions shall apply to these General Conditions and, unless the context provides otherwise, to the other Sections forming part of the Contract. Terms defined in this Contract shall retain the same meaning regardless of whether they begin with an uppercase letter or are written in all uppercase letters.

"Affiliates" means:

i. In respect of the Employer:

Any corporations, partnerships, trusts, or other entities which have a direct or indirect ownership interest the Employer; or

ii. In respect of each of the Contractor, the Subcontractor, or the Other Contractor:

Any corporations, partnerships, trusts, or other entities which are: more than 50% owned by the Contractor, the Subcontractor or the Other Contractor, as the case may be, or owners directly or indirectly of more than 50% of the Contractor, the Subcontractor or the Other Contractor; or more than 50% owned directly or indirectly by the same entity which owns the Contractor, the Subcontractor or the Other Contractor;

"Anti-Bribery Laws" means all applicable Laws and regulations prohibiting bribery, corruption, and the offering, giving, receiving, or soliciting of any unlawful benefits or improper inducements to or from any Government Official, individual, or entity, in accordance with Omani Law and widely accepted global principles for the prevention of bribery and corruption;

"**Approve/Approval**" means the mandatory requirement for the Contractor to obtain prior written consent from the Employer and/or the relevant Competent Authorities concerning the matter subject to approval, before the Contractor proceeds with that matter;

"**Associated Companies**" means companies that are linked by common ownership or control, such as parent companies, subsidiaries, or companies under common control;

"Close Out Report"	means the final report prepared by the Contractor upon completion of the Works. It is a crucial document that provides a comprehensive summary of the Works, including all relevant details, documentation, and any remaining issues to be addressed;
"Clause"	means a clause of these General Conditions;
"Commencement Date"	means the date specified in Section 1 (*Form of Agreement*). If no date has been specified in Section 1 (*Form of Agreement*), the Commencement Date shall be the Effective Date or the date instructed by the Employer;
"Competent Authority"	means an official body or organization recognized by Law or regulation as having the legal power to enforce specific rules, regulations, or decisions within a given jurisdiction. This authority is typically empowered to make judgments or decisions on matters within its designated scope of responsibility, often pertaining to regulatory compliance, enforcement of Laws, or administration of specific areas such as health, safety, environment, or industry regulations;
"Completion"	has the meaning given in Sub-Clause 10.3.2;
"Completion Certificate"	means a certificate issued under Sub-Clause 10.3.4 (*Completion*);
"**Completion Date**"	means the date specified in Section 1 (*Form of Agreement*) of the Contract as the date by which the Contractor must complete the Works;
"Confidential Information"	has the meaning given in Sub-Clause 21.1.1.1(a);
"Confidential Records"	has the meaning given in Sub-Clause 21.1.1 (b);
"Construction Equipment"	means all transport, construction, apparatus, machinery, testing, inspection and other equipment, tools, implements, consumables, temporary Works and such other items as are required for the realisation of the Works and the remedying of any defects, but excluding Materials, the Employer's equipment (if any) and any other things intending to form part of the Works;
"Contract"	has the meaning given to it in Section 1 (*Form of Agreement*);
"Contractor"	means the entity specified as the Contractor in Section 1 (*Form of Agreement*);
"Contract Price"	means the sum of money stated in Section 5 (*Schedule of Rates & Prices*), subject to such additions or deductions as may be made in accordance with the provisions of the Contract;

"Contractor's Group"	shall mean the Contractor and its Affiliates, its Subcontractor and their Affiliates, its and their respective directors, officers and employees (including agency personnel), of the aforesaid, as well as sub-contractor(s) (of any tier) of the Subcontractors who are performing the Work at any Site, their Affiliates, their directors, officers and employees (including any agency personnel);
"Contractor's Personnel"	means all individuals, whether the Contractor's employees or not, engaged by the Contractor to perform the Works;
"Contractor's Documents"	means the calculations, computer programs and other software, drawing, manual, models and other documents of a technical nature supplied by the Contractor under the Contract;
"Contractor's Equipment"	means all apparatus, machinery, vehicles and other equipment or items required for the execution and completion of the Works and remedying any defects. However, the Contractor's Equipment excludes Temporary Works, the Employer's equipment (if any), plant, Material, and other things intended to form or forming part of the Permanent Works;
"Cost"	means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off Site in respect of performing the Works, which includes overheads but does not include profit;
"day" or "**days**"	means a reference to calendar days according to the Gregorian calendar, unless otherwise specified in the Contract;
"Default Notice"	has the meaning given in Sub-Clause14..3.1 (a);
"Defects Liability Period"	means the period set out in Section 1 (*Form of Agreement*) which is to commence after the issuance of the Completion Certificate in accordance with Clause 11 (*Defects Liability Period and Final Completion Certificate*);
"Documents"	means all materials created or required to be created by the Contractor for the execution of the Works, including but not limited to drawings, designs, design concepts, calculations, computer software (programs), patterns, models, and operation and maintenance manuals. In relation to Materials and Equipment, "Documents" includes purchase requisitions, technical and commercial bids, bid evaluation reports, work orders, material traceability reports, specifications, various reports, manuals, and any other information—whether in

	electronic native files or hard copies—mandated by the Employer and/or any Competent Authority to be supplied or obtained by the Contractor and/or the Manufacturer;
"Effective Date"	means the date stated in Section 1 (*Form of Agreement*) on which the Contract is signed by both Parties;
"Employer'"	means the entity specified as the Employer in Section 1 (*Form of Agreement*);
"Employer's Personnel"	means all individuals employed or contracted by the Employer who are involved in the execution and administration of the Contract;
"Employer's Requirements"	means the requirements detailed in Section 4 (Scope of Work/Employer's Requirements and LC);
"EPR"	means the Employer Project Representative **as** defined in Sub-Clause 4.1.1;
"Errors"	has the meaning given in Sub-Clause 6.2.1(a);
"Facilities"	means any of the Contractor's offices, bases, yards, warehouses, workshops, laboratories, camps, or other installations or facilities in the Sultanate of Oman necessary for the completion of the Works;
"Final Completion Certificate"	means a certificate issued under Sub-Clause 11.6 (*Completion*);
"Final Statement"	has the meaning given in Sub-Clause 15.6.1;
"Force Majeure"	has the meaning given in Sub-Clause 23.1.1;
"General Conditions"	means these section 3 General Conditions for Construction Contracts;
"Goods"	means the Contractor's Equipment, Materials, plant and Temporary Works, or any of them as appropriate;
"Government Official"	means any individual who holds a position of authority or employment with any government authority, including any ministry, department, agency, or instrumentality of the government, or any person acting in an official capacity on behalf of the government, regardless of rank or seniority. This also includes any officer or employee of an entity that is wholly or partially owned or controlled by the government (for example, a state-owned company), or any officer or employee of a public international organization (such as the United Nations or the World Bank), as well as any immediate family member (spouse, dependent child, or member of the same household) of any of the foregoing.

"Government Project"	means any project, contract, or procurement activity funded, controlled, supervised, or administered by any ministry, department, authority, agency, or other public body of the government, including any state-owned enterprise or company, within the Sultanate of Oman.
"Inclement Weather"	shall mean exceptionally adverse weather conditions which could not reasonably have been foreseen by an experienced contractor and which materially affects the regular progress of the Work in accordance with the Programme;
"Intellectual Property Rights"	means all patents, copyrights, database rights, design rights, know-how, moral rights, trademarks, and service marks (whether registered or not, including all applications for any of them and all equivalent rights worldwide), along with all rights of confidence, including trade secrets, for their entire duration. This includes any divisions, reissues, re-examinations, continuations, continuations-in-part, and renewals thereof;
"Interim Payment Certificate"	shall have the meaning given in Sub-Clause 15.4.1;
"Joint Venture"	shall mean any form of incorporated or unincorporated partnership**;**
"**Key Personnel**"	shall have the meaning given in Sub-Clause 7.2.2;
"Latent Defect"	shall have the meaning given in Sub-Clause 11.7.1;
"Law"	means any law, legislation, act, regulation, rule, by-law, order, proclamation, decree, ordinance, directive, or code issued in the Sultanate of Oman by the Government of Oman, or any Competent Authority empowered to enact it, whether currently in force or to be enacted during the Contract's term. This definition encompasses any re-enactment or amendment thereof currently in force;
"LC" or "Local Content"	shall have the meaning given in Sub-Clause 3.27.1
"Lien"	means a charge or claim by one Party on the property of another as security for the payment of a debt or duty;
"**Manufacture**r"	means the entity responsible for the production, fabrication, or assembly of materials, components, or systems required for the Works;
"Material"	means all items materials, supplies, consumables, machinery and other items procured and supplied by the Contractor to be incorporated into the Permanent Works, including spare parts and supply only materials (if any) to be supplied by the Contractor;

"Nominated Subcontractor"	means a subcontractor who has been specifically selected or nominated by the Employer to perform specific parts of the Works under the Contract;
"Notices"	shall mean communications, instructions, notifications, agreements, authorisations, acceptance, approvals and acknowledgements related to the Contract, issued in accordance with Sub-Clause 1.3 (*Communication*)**;**
"Other Contractors"	shall have the meaning given in Sub-Clause 3.7.1;
"Other Contractors Group"	shall mean any party to any direct contract or agreement with the Employer to perform any work or services at the Site but shall not include any member of the Contractor's Personnel;
"Party" or **"Parties"**	means the Employer or the Contractor, as the context requires;
"**Performance Bond**"	has the meaning given in Sub-Clause 3.16.1;
"**Permanent Works**"	means the Works that form part of the final, completed Works, intended to remain in place after completion. This includes structures, systems, and facilities built to meet the objectives of the Contract;
"**Pre-Completion Certificate**"	means a certificate issued under Sub-Clause 10.2.6 (Pre-Completion);
"Prices"	has the same meaning given to Rates;
"Programme"	has the meaning given in Sub-Clause 8.1.1;
"Project Manager"	has the meaning given in Sub-Clause 7.1.1;
"Rates"	means the prices given in Section 5 of the Contract *(Schedule of Rates/Prices*) which are due to the Contractor upon completion of the activities instructed by the Employer;
"**Site"**	means all premises, areas, lands, waters and other places where the Works or activities in connection with the Works are performed including offices, workshops, stores or messing facilities utilised by the Employer and/or the Contractor for the purpose of the Contract and places where equipment, the Materials or supplies are being obtained, stored or used for the purposes of the Contract;
"SMEs"	has the meaning given in Sub-Clause 3.27.1;
"Software"	shall mean the database and all the machine codes, binaries, object codes and/or source codes, whether in a machine or human readable form and all improvements,

	modifications or updates thereof, flow charts, logic diagrams, passwords and output tapes;
"Sub-Clause"	means sub-clause of this General Conditions;
"Subcontractor"	means any person named in the Contract as a Subcontractor, or any person appointed as a Subcontractor, for a part of the Works, and the legal successors in title of each of these persons;
"Suspension Notice"	has the meaning given in Sub-Clause 14.2.1;
"Technical Information"	means all design data, standards, calculations, drawings, specifications, and any other relevant information referenced in the Contract, to be supplied by or on behalf of the Employer. This includes information the Employer may furnish to the Contractor as needed for the successful execution and completion of the Works, specifically designated in writing as Technical Information;
"Temporary Works"	means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects;
"Termination Notice"	has the meaning given in Sub-Clause 14.3.1;
"Third Party"	shall mean any party other than the Employer or the Contractor's Personnel or Contractor's Group;
"Variation"	means any change to the Employer's Requirements or the Works, which is instructed or approved as a variation under Clause 9 (*Variations to Contract*);
"Variation Instructions"	means a written directive from the Employer requiring changes, cancellations, or omissions in the Works. It initiates the variation process but does not authorize execution;
"Variation Order"	means the formal approval issued by the Employer, specifying the scope and cost of a variation. The Contractor may only proceed with the work upon receiving this order;
"Vendor"	means an external supplier or company that provides goods or services to the Contractor, typically for materials, equipment, or specialized services required for the Works;
"**Working Day**" or "**Working Days**"	means any day other than a public holiday or weekend (Friday and Saturday) in Oman, on which the relevant offices are open for normal business;

"Working Order"	means a contract placed by the Contractor with a Manufacturer or Vendor; and
"Work(s)"	means the Permanent works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

1.2.1 Unless a reference to a Clause specifies a heading, title, or particular number, it shall be deemed to refer to the same Clause within the Contract where the reference appears.

1.2.2 No heading, index, title, subtitle, subheading or marginal note of the Contract shall limit, alter or affect the meaning or operation of the Contract.

1.2.3 In the Contract, except where the context requires otherwise:

(a) references to time are to the local time in the Sultanate of Oman;

(b) where time is to be reckoned by reference to a day or event, that day or the day of that event is excluded; and the time for giving any Notice, issuing any certificate, making any payment or doing any other act required or permitted by the Contract, falls on a day which is not a Working Day, then the time for giving the Notice, issuing the certificate, making payment or doing the other act will be taken to be on the next Working Day;

(c) words indicating singular shall include the plural and words indicating the plural also include the singular;

(d) words indicating one gender include all genders;

(e) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;

(f) provisions including the word "Approval" or "Approve" require the consent/permission to be recorded in writing; and

(g) "written" or "in writing" means hand-written, printed, or electronically made, and resulting in a permanent record.

(h) references to "day" or 'days" and "Working Day" shall have the meanings respectively assigned to them in the Definitions section of the General Conditions.

1.2.4 No term or provision of this Contract will be construed against a Party on the basis that the Contract or the term in question was put forward or drafted by or on behalf of that Party.

1.2.5 Subject to any express provision in the Contract to the contrary:

(a) a provision of the Contract which says that the Employer "may" do or not do something is not to be construed as imposing an obligation on the Employer to do or not do that thing; and

(b) there will be no procedural or substantive limitation upon the manner in which the Employer may exercise any discretion, power or entitlement conferred by this Contract.

Without limiting the previous paragraphs, the Employer shall not be under any obligation to

exercise any such discretion, power or entitlement, for the benefit of the Contractor which in any way limits the express words used in the provision of this Contract conferring the discretion, power or entitlement in favour of the Employer.

1.3 Communication

1.3.1 Wherever the Contract provides for the giving or issuing of approvals, certificates, consents, determinations, notices, and requests, these communications shall be:

(a) In writing and in both the Arabic and English languages; and delivered by hand (against receipt); sent by mail or courier; or transmitted using any of the agreed systems of electronic transmission as stated in Section 6 (Contract Management Procedures) and

(b) Delivered, sent, or transmitted to the address specified in Section 1 (*Form of Agreement*) for the receipt of such communications. However:

(i) If the recipient gives notice of a different address, communications shall thereafter be delivered; accordingly, and

(ii) If the recipient has not stated otherwise when requesting an approval or consent, the communication may be sent to the address from which the request was issued.

1.3.2 Any communications shall be effective:

(a) if delivered by hand, at the time of delivery;

(b) if sent by email or transmission using any of the agreed systems of electronic transmission, or by courier, at the time of receipt as demonstrated by a delivery receipt, or being signed for; or

(c) if sent by registered mail, postage prepaid, ten (10) days after the date of mailing of the registered letter.

1.3.3 Unless expressly authorized by the Employer, email correspondence shall be limited to the day-to-day administration of the Contract. For the avoidance of doubt, formal notices must be served in writing via hard copy and a copy sent by email. Email alone shall not constitute valid service of any notice under this Contract.

1.4 Law and Language

1.4.1 This Contract, including any disputes arising from or related to it, shall be governed by and interpreted in accordance with the Laws of the Sultanate of Oman.

1.4.2 In the event of any discrepancy, conflict, or ambiguity between the Arabic and English versions of the Contract, the Arabic version shall prevail and shall be deemed the ruling language for the purposes of interpretation and enforcement of the Contract.

1.4.3 All correspondence, documentation, and other communications related to the Contract and the Works shall be in both Arabic and English, unless specifically requested otherwise by the Employer.

1.5 Priority of Documents

1.5.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the **priority of the documents** shall be in accordance with the following sequence:

(a) Section 1 Form of Agreement

(b) Section 2 Particular Conditions

(c) Section 3 General Conditions

(d) Section 4 Scope of Works/Employer's Requirements and LC

(e) Section 5 Schedule of Rates/Prices

(f) Section 6 Contract Management Procedures

1.6 Assignment

1.6.1 The Employer may assign, transfer and/or novate any or all of its rights or obligations under the Contract, provided that the Employer gives prior written notification to the Contractor. This notification must include the details of the assignment, such as the identity of the assignee and the specific rights or obligations being assigned.

1.6.2 The Contractor shall not assign its rights or obligations under the Contract, in whole or in part, without the prior written approval of the Employer. The request for approval must include detailed information about the proposed assignee and the rights or obligations intended to be assigned.

1.7 Joint and Several liability

1.7.1 If the Contractor is a Joint Venture, consortium, or unincorporated group of two or more entities under Omani Law (each a Contractor Entity):

(a) the Contractor's Group are jointly and severally liable to the Employer for the Contractor's obligations and failures under the Contract. If any Contractor Entity exits the Joint Venture, consortium, or enters liquidation, the surviving member(s) shall:

(i) complete the Works;

(ii) utilize all resources provided by any Contractor party; and

(iii) have subcontracts with Subcontractors assigned to them;

(b) actions by one Contractor Entity are binding on all the Contractor Entities;

(c) the Contractor cannot change its composition or legal status without the Employer's consent;

(d) fulfilment of the Employer's obligations, including payments, to one Contractor Entity discharges those obligations to all the Contractor Entities; and

(e) the Contractor's Group shall appoint a managing member authorized to act, receive instructions, incur liabilities, and enter into contracts on behalf of the Contractor's Group.

1.8 Expenses

1.8.1 Except as otherwise provided in this Contract, each Party shall pay its own costs and expenses in connection with negotiating, preparing and signing this Contract.

1.9 No Waiver

1.9.1 No failure by the Employer to enforce or require strict adherence to any provision of the Contract shall constitute a waiver of such provision or affect any of the Employer's rights or the Contractor's obligations under the Contract, unless such waiver or consent is expressly given by the Employer in writing.

1.10 Independent Contractor

1.10.1 The Contractor shall act as an independent contractor with respect to the Works. Neither the Contractor, any Subcontractor, nor any Contractor's Personnel shall be considered employees or representatives of the Employer, nor shall they present themselves as such.

1.11 Severability

1.11.1 If any provision of the Contract is void, voidable or unenforceable because it is contrary to any Law, such provision shall be severed from the Contract, and the validity of the remaining provisions of the Contract will not be affected. The Parties shall endeavour to agree an amendment to the Contract to give effect to the intention of the void, voidable or unenforceable provision to the extent that such intention can be satisfied in a manner consistent with the Law.

1.12 Amendments

1.12.1 No change, amendment or modification of the Contract shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing, duly signed by authorised representatives of both the Parties and specifically referencing the Contract as being changed, amended or modified.

CLAUSE 2. EMPLOYER RESPONSIBILITIES AND ADMINISTRATION

2.1 Access to the Site

2.1.1 The Employer shall provide the Contractor with access to and possession of all parts of the Site within the time(s) specified in Appendix 1 of Section 1 (*Form of Agreement*). If no specific time is stated in Section 1 (*Form of Agreement*), the Employer shall grant the Contractor access to and possession of the Site from the Commencement Date.

2.1.2 This access and possession may not be exclusive to the Contractor. If the Contract requires the Employer to provide the Contractor with possession of any foundation, structure, plant, or means of access, the Employer shall do so as specified in Section 4 (*Scope of Works/Employer's Requirements and LC*). However, the Employer may withhold such access or possession until the Performance Bond pursuant to Sub-Clause 3.16 (*Performance Bond*)) has been received.

2.1.3 If the Contractor experiences delays or incurs costs due to the Employer's failure to provide access or possession within the specified time, the Contractor shall notify the Employer and will be entitled, subject to Sub-Clause 24.1 (*Claims*), to an extension of time for the delay (if completion is or will be delayed under Sub-Clause 8.5 (*Extension of time*) and payment of the additional costs, which will be added to the Contract Price.

2.1.4 Upon receiving this notice, the Employer shall proceed in accordance with Sub-Clause 2.5 (*Determinations*) to agree or determine these matters. However, if the Employer's failure was caused by an error or delay on the part of the Contractor, including errors or delays in the submission of the Contractor's Documents, The Contractor shall not be entitled to an extension of time or additional costs.

2.2 Licenses and Permits

2.2.1 The Employer shall, when able, provide reasonable assistance to the Contractor upon request for the Contractor's application for any permits, licenses, or approvals required by the Law of the Sultanate of Oman. Such assistance shall not relieve the Contractor of its obligations under Sub-Clause 3.28 (*License and Permits*).

2.3 Support services and facilities provided by the Employer

2.3.1 The Employer shall provide to the Contractor only those support services and/or facilities as expressly stipulated in the Contract. In the event that the Employer fails to provide, delays or suffers interruption in providing such support services or facilities, the Contractor shall have an obligation to take all reasonable measures to mitigate any effect or potential effect on the execution and progress of the Works.

2.3.2 If the Contractor experiences delays or incurs costs due to the Employer's failure to provide support service and facilities as stipulated in the Contract, the Contractor shall notify the Employer and will be entitled, subject to Sub-Clause 24.1 (*Claims*), to an extension of time for the delay (if completion is or will be delayed under Sub-Clause 8.5 (*Extension of time*)) and payment of the additional costs, which will be added to the Contract Price.

2.3.3 Unless otherwise stated in the Contract, all support services and/or facilities provided by the Employer shall be charged to the Contractor and deducted from the Contract Price as follows:

(a) net cost where facilities and/or services are provided by a Third Party; or

(b) applicable internal charge, as established by the Employer.

2.4 Instructions from the Employer

2.4.1 The Employer reserves the right to issue instructions to the Contractor at any time during the execution of the Contract. Each instruction shall be issued in writing and shall clearly state the specific obligations to which it relates, including the relevant Sub-Clause or other terms of the Contract in which these obligations are specified.

2.4.2 If an instruction issued by the Employer constitutes a Variation, Clause 9 (*Variations to Contract*) shall apply. The Contractor shall promptly comply with such instructions, subject to the provisions of said Clause 9.

2.4.3 The Contractor shall only take instructions from the Employer. The Contractor shall not accept instructions from any other representative or individual unless such authority has been delegated in writing by the Employer.

2.4.4 The Contractor shall ensure that all instructions issued by the Employer are documented and acknowledged in a timely manner to ensure clear and effective communication and compliance with the terms of the Contract.

2.5 Determinations

2.5.1 Whenever the General Conditions or the Contract provide that the Employer shall proceed in accordance with this Sub-Clause to agree or determine any matter, the Employer shall first consult with the Contractor to make all reasonable efforts to reach an agreement. In the event that the Employer and the Contractor are unable to reach an agreement, the Employer shall make a determination. This determination shall be fair and shall give due regard to all relevant circumstances.

2.5.2 Once a determination has been made, whether by way of agreement or by determination, the Employer shall give notice of the determination to the Contractor. This notice shall include all supporting particulars used in making the determination.

2.5.3 Both Parties shall give effect to the determination from the date of receipt of the notice of determination. If the Contractor is dissatisfied with the determination, the Contractor shall give notice of dissatisfaction to the Employer in accordance with Sub-Clause 24.2 (*Notice of Dissatisfaction*).

2.6 The Employer's Claims

2.6.1 If the Employer considers themselves entitled to any payment under any Clause of these Conditions or otherwise related to the Contract, or to an extension of the Defects Liability Period, they must provide notice and details to the Contractor. However, no notice is required for payments due under Sub-Clause 3.25 (*Electricity, Water and Gas*), Sub-Clause 3.26 (*The Employer's Equipment and Free-Issue Material*), or for other services requested by the Contractor. This notice should be given promptly after the Employer becomes aware of the event or circumstances giving rise to the claim. Regarding any extension of the Defects Liability Period, notice must be given before its expiry.

2.6.2 The details provided must specify the Clause or basis of the claim and include justification of the amount or extension to which the Employer is entitled under the Contract. Subsequently, the Employer shall follow the procedures outlined in Sub-Clause 2.5 (*Determinations*) to reach an agreement or determine (i) the amount, if any, owed by the Contractor, and/or (ii) any extension of the Defects Liability Period as per Sub-Clause 11.3 (*Extension of Defects Liability Period*).

CLAUSE 3. CONTRACTOR'S OBLIGATIONS AND EXECUTION OF WORKS

3.1 Contractor's General Obligations

3.1.1 The Contractor shall design, execute, and complete the Works as described in Section 4 (*Scope of Works*/Employer's Requirements *and LC*) and elsewhere in the Contract, strictly adhering to the Contract terms, including any Variations, and in accordance with the Employer's Requirement

3.1.2 The Contractor shall design, execute, and complete the Works in compliance with the requirements specified in the Contract. Where such requirements are not explicitly stated, the Contractor shall ensure that the Works are fit for their intended purpose, adhering to standards reflective of international projects of similar character, size, and complexity.

3.1.3 The Works shall include any work that is necessary to satisfy the Employer's Requirements or is implied by the Contract, and all works which, although not specifically mentioned in the Contract, are necessary for the stability, completeness, proper, and safe operation of the Works.

3.1.4 The Contractor shall make itself available for discussions with Employer at all reasonable times for the duration of the Contract and shall submit, whenever required details of proposed execution methods, documents and arrangements.

3.1.5 The Contractor shall perform the Works in the best interests of Employer and keep Employer regularly informed about all matters affecting or relating to the Works or the Project.

3.1.6 Upon expiration or termination of the Contract, the Contractor shall not abandon any ongoing Works and shall take all necessary measures to safely secure, protect, and hand over the Works in progress, in accordance with the instructions of the Employer and the applicable provisions of the Contract. The Contractor shall cooperate to ensure an orderly transition, and the relevant terms and conditions of the Contract shall remain in force to the extent necessary to complete such obligations.

3.1.7 The Contractor shall ensure that both itself and its Subcontractors execute the Works with due skill, care, and diligence. This includes responsibility for all the Contractor's Personnel, Construction Equipment, and Materials required for Works performance, ensuring proper supervision. Works shall be conducted in a proper, professional manner, with appropriately equipped facilities, adhering to best practices typical for projects of similar character, size, and complexity.

3.1.8 The Contractor remains obligated to execute the Works in compliance with international best practices expected for projects of similar nature, scale, and complexity, regardless of any omissions, errors, or deficiencies within the Contract.

3.2 Standard of Work

3.2.1 The Contractor represents that it possesses the experience, skills, knowledge, expertise, capability (including sufficient and competent supervisory and other Contractor's Personnel), and all necessary facilities and resources to perform the Works efficiently and expeditiously in accordance with the Contract.

3.2.2 If any specification is not provided in the Contract for any design, engineering, Material, or Construction Equipment, the Contractor shall prepare and ensure that such design, engineering, Materials, and/or Construction Equipment are of good quality, workmanship, fit for their intended purpose, and approved by the Employer.

3.3 Protection of the Employer's interests

3.3.1 The Contractor shall take all necessary measures to safeguard the Employer's interests throughout the duration of the Contract. This includes, but is not limited to, ensuring compliance with all contractual obligations, maintaining quality standards, adhering to agreed timelines, and promptly addressing any concerns raised by the Employer. The Contractor shall act diligently and in good faith to protect and advance the Employer's interests in all aspects of the Works execution.

3.4 Subcontractor, Nominated Subcontractors and the Manufacturers

3.4.1 The Contractor shall not subcontract the entirety of the Works.

3.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor.

3.4.3 Where specificed in Section 2 (*Particular Conditions*), the Contractor shall give the Employer not less than twenty-eight (28) days' notice of:

(a) the intended appointment of the Subcontractor, including detailed particulars of relevant experience;

(b) the intended commencement of the Subcontractor's Works, including any off-site work (if applicable); and

(c) the intended commencement of the Subcontractor's Works on the Site.

3.4.4 The Contractor is not required to employ a Nominated Subcontractor if they promptly notify the Employer of reasonable objections, supported by particulars.

3.4.5 The Contractor shall ensure that any Manufacturer engaged for the supply of goods or materials meets the requirements specified in the Contract.

3.4.6 The Contractor shall verify the suitability and capacity of each Manufacturer to supply goods or materials in accordance with the Contract.

3.4.7 The Contractor shall submit to the Employer for approval the details of each Manufacturer engaged, including their capability and compliance with Contract requirements.

3.4.8 Subcontracts, nominated subcontracts, and engagements with Manufacturers shall not relieve the Contractor of any obligations under this Contract. The Contractor remains fully responsible for the actions, defaults, and negligence of its Subcontractors, Nominated Subcontractors, and Manufacturers, as if they were the Contractor's own personnel.

3.4.9 No subcontract, nominated subcontract, or engagement with a Manufacturer shall bind or purport to bind the Employer. Each agreement shall allow for immediate termination in the event of Contract termination and suspension in the event of Works suspension. Additionally, each agreement shall provide for the assignment of rights to the Employer or its nominee upon Contract termination by the Employer.

3.5 Setting out

3.5.1 The Contractor shall accurately and precisely set out the Works in accordance with the original points, lines, and levels of reference specified in the Contract. In the absence of such reference points, lines, and levels in the Contract, the Contractor shall use those provided by the Employer in writing. This responsibility includes ensuring the correctness of the position, levels, dimensions, and alignment of all components of the Works. If any error appears or arises in the position, levels, dimensions, or alignment of any part of the Works during execution, the Contractor shall promptly notify the Employer in writing and rectify such error at its own cost.

3.5.2 The Employer's checking of any setting out or of any line, level, coordinate, or position marker shall not relieve the Contractor of its responsibility for the accuracy thereof.

3.5.3 The Contractor shall ensure the preservation of benchmarks, pegs, or other marks used in setting out the Works. The Contractor shall not remove any pegs or marks without properly fixing suitable replacements that allow for their accurate replacement in their original positions. It is also the Contractor's duty to promptly replace any such pegs or marks if removed. Failure to do so upon written request by the Employer shall entitle the Employer to replace such pegs or marks at the Contractor's expense, which shall become payable upon the Employer issuing a written demand for payment.

3.6 Use of explosives

3.6.1 Under no circumstances will the use of explosives be permitted at the Site unless the use thereof has been provided for in the Contract or the Employer's written approval has been obtained prior to the use of such explosives.

3.6.2 When the use of explosives is permitted, the Contractor shall use utmost care not to endanger life or adjacent property, and shall comply with all Laws, rules, and regulations governing the hauling, storing, handling or use of such explosives, including the securing of all necessary permits thereof.

3.7 Cooperation with Other Contractors and the Employer's Personnel

3.7.1 The Employer may engage other contractors ("**Other Contractors**") to perform activities associated with the Works. The Contractor shall cooperate fully and provide these Other Contractors with all reasonable access and opportunities necessary for the performance of their activities.

3.7.2 The Contractor shall:

(a) provide appropriate advice, support, and cooperation to facilitate the smooth execution of the activities of any Other Contractors.

(b) take all reasonable measures to prevent interference with, disruption of, or delay to the activities of Other Contractors.

(c) the Contractor shall cooperate with the Employer's Personnel, providing necessary information, access, and support to ensure the efficient progress of the Works.

3.7.3 The Contractor shall communicate and coordinate with Other Contractors, and the Employer's Personnel to minimize any impact or potential effect on the execution and progress of the Works.

3.8 Quality Assurance

3.8.1 The Contractor shall establish a robust quality assurance system to ensure compliance with the Contract requirements. This system shall be detailed in accordance with the provisions specified in the Contract. The Employer reserves the right to audit any aspect of the Contractor's quality assurance system.

3.8.2 The Contractor shall submit details of all procedures and compliance documents to the Employer for review before commencing each design and execution stage. Any technical documents issued to the Employer must clearly demonstrate prior approval by the Contractor.

3.8.3 Compliance with the quality assurance system shall not exempt the Contractor from any duties, obligations, or responsibilities stipulated in the Contract.

3.9 Site Examination and Conditions

3.9.1 The Contractor warrants that it has diligently inspected and assessed the Site, encompassing its immediate surroundings and all pertinent information available. This inspection includes an evaluation of the sub-surface conditions, hydrological aspects, and climatic variables (including heavy rainfall and potential floods that might intermittently render the Site and access roads impassable). The Contractor confirms satisfaction with the nature and configuration of the Site, ensuring it aligns with the prerequisites essential for the successful completion of the Works.

3.9.2 The Contractor affirms the precision and adequacy of the sub-soil information provided within the Contract. Should the Contractor fail to independently verify or corroborate such information for any reason, it shall be deemed to have assumed liability for any resulting consequences thereof.

3.9.3 In the event that, during the execution of the Works, the Contractor encounters artificial physical obstructions that an experienced contractor could not reasonably have foreseen, the Contractor shall promptly notify the Employer in writing. This notice shall detail the nature and specific location of the artificial physical obstructions encountered. Subsequently, should the Contractor suffer delays and/or incur additional costs due to these obstructions, the Contractor shall be entitled to:

(a) an extension of time; and/or

(b) payment of additional costs as determined by the Employer, which shall form part of the Contract Price.

3.9.4 Upon receipt of the aforementioned notice and/or subsequent investigation into the artificial physical obstructions, the Employer shall evaluate the Contractor's claim and determine the extension to the Completion Date and/or additional costs in accordance with Sub-Clause 2.5 (*Determinations*) of the Contract. The Contractor shall provide all necessary information, documentation, and costs as reasonably requested by the Employer to facilitate the assessment of the claim. Failure on the part of the Contractor to furnish adequate evidence for the Employer's evaluation may result in the Employer making a determination based on the information provided by the Contractor.

3.10 Sufficiency of the Contract Price

3.10.1 The Contractor acknowledges that the Contract Price is sufficient to cover all risks, liabilities and obligations of the Contractor under the Contract, and that the Contractor has satisfied himself as to the correctness and sufficiency of the Rates and Prices contained in the Contract Price for the proper and complete execution and completion of the Works and the remedying of any defects therein.

3.11 Archaeological and Geological Finds

3.11.1 All fossils, coins, articles of value or antiquity, structures, and any other remains or items of geological or archaeological significance discovered on the Site shall be considered the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent the Contractor’s Personnel or any other individuals from removing or damaging such artifacts. Upon their discovery, the Contractor shall promptly notify the Employer in writing and comply with the Employer's instructions regarding their disposal, at the expense of the Employer.

3.12 Notification of Deficiencies

3.12.1 The Contractor shall promptly notify the Employer in writing of any errors, ambiguities, or inconsistencies found between or within any sections of the Contract, as soon as they are identified.

3.12.2 Any errors, omissions, ambiguities, inconsistencies, or inadequacies discovered in the Employer’s Documents shall be promptly rectified by the Contractor upon discovery. All resulting defects in the Works shall be remedied at the Contractor's expense.

3.12.3 The Contractor shall bear the responsibility for mitigating costs and expenses arising from its failure to promptly notify the Employer of any errors, ambiguities, or discrepancies at the time when such issues could reasonably have been identified by an experienced contractor handling Works of comparable scale and nature. Unless otherwise determined by the Employer, the Contractor shall not be entitled to an extension of the Completion Date or adjustments to the Rates and Prices.

3.13 Site Maintenance

3.13.1 During the Contract period, the Contractor shall maintain the Site in a clean and orderly manner. The Contractor shall promptly remove any surplus rubbish or materials from the Site as required during the execution of the Works or upon direction from the Employer.

3.13.2 Upon the successful completion of the Works, the Contractor shall ensure that the Site is left in a clean and orderly condition, devoid of any concealed items or debris. The Contractor's representative or Site supervisor shall remain on-site until all restorative and cleaning activities have been executed to the satisfaction of the Employer.

3.14 Emergency Response

3.14.1 In the event of an emergency or urgent Works, repairs, or remedial actions required, the Employer shall promptly notify the Contractor of such occurrences. The Contractor shall immediately adhere to the directives issued by the Employer. In instances where the initial notice is not provided in writing, the Employer shall confirm the directive in writing within three (3) Working Days following the event.

3.15 Safety

3.15.1 The Contractor shall:

(a) adhere to all applicable safety regulations;

(b) adhere to all safety requirements specified in the Contract;

(c) ensure the safety of all individuals authorized to be on the Site;

(d) make reasonable efforts to keep the Site and Works free from unnecessary obstructions to prevent harm to these individuals;

(e) provide fencing, lighting, guarding, CCTVs (if applicable), and monitoring of the Works until issuance of the Completion Certificate under Sub-Clause 10.3 (*Completion*);

(f) establish any necessary Temporary Works (including roadways, footways, guards, and fences) required due to the execution of the Works, for the safety and protection of the public, as well as owners and occupants of adjacent land; and

(g) comply with all reasonable instructions issued by the Employer pertaining to safety and environmental protection measures.

3.15.2 The Employer shall have the right to conduct health, safety, and environmental inspections and audits on the Site or at the Contractor's or Subcontractor's facilities. The Contractor shall ensure that its Subcontractors and personnel cooperate fully with the Employer, providing all necessary access and assistance for such inspections, audits, and investigations as reasonably required by the Employer. The Contractor shall for its own account repair any damage to the environment caused by the Contractor, any Subcontractor or Contractor’s Personnel, subject to the requirements of Sub-Clause 19.4 (*Extent of Indemnities*).

3.15.3 Any failure of the Contractor, any Subcontractor or the Contractor's Personnel to comply with this Clause, shall be considered a fundamental breach of Contract.

3.15.4 Without prejudice to Clause 19 (*Liabilities and Indemnification*), the Contractor shall indemnify and hold harmless from and against any and all liability, damages, claims, fines, penalties or other sanctions which may be imposed on the Employer as a result of non-compliance with this Clause or the relevant Laws by the Contractor, any Subcontractor, the Contractor's Personnel or any person engaged by the Contractor to perform the Works.

3.15.5 For the purposes of this Clause, the term 'Subcontractor' shall encompass not only those Subcontractors engaged in performing any part of the Works, but also Subcontractors engaged in any other Works or services for the Contractor or any Subcontractor, provided such Works or services necessitate frequent visits to the Site or regular presence on the Site.

3.16 Performance Bond

3.16.1 The Contractor shall furnish the Employer with a performance bond issued by a bank licensed by the Central Bank of Oman and approved by the Employer (the "**Performance Bond**"). The Performance Bond shall be in the form annexed to these General Conditions or in another form approved by the Employer, and in the amount stated in Appendix 1 of Section 1 (Form of Agreement).

3.16.2 The Contractor shall deliver the Performance Bond to the Employer on or before the Effective Date. If the Performance Bond is not provided by the Effective Date, the Contractor shall submit it within ten (10) Working Days of the Effective Date. In the event the Performance Bond is not provided within this period, the Employer reserves the rights to take any appropriate measures, including but not limited to the termination of the Contract.

3.16.3 If the Contractor requires additional time to provide the **Performance Bond**, the Contractor must make a request to the Employer, who, at its sole discretion, may grant an extension.

3.16.4 The Performance Bond shall become effective within ten (10) days from the Effective Date and shall remain valid and enforceable until sixty (60) days after the issuance of the Final Completion Certificate

3.16.5 The Contractor shall ensure, at its cost, that the Performance Bond is periodically renewed to reflect:

(a) any extension of the Completion Date or Defects Liability Period;

(b) any approved increase in the Contract Price; or

(c) any cumulative increase in the Contract Price exceeding one half percent (0.5%) of the original Contract Price, in which case the Contractor shall increase the value of the Performance Bond within seven (7) Working Days to maintain the required percentage as stated in Appendix 1 of Section 1 (*Form of Agreement*).

The revised original Performance Bond shall be promptly submitted to the Employer.

3.16.6 The Employer shall not make a claim under the Performance Bond, except for amounts to which the Employer is entitled under the Contract in the event of:

(a) failure by the Contractor to extend the validity of the Performance Bond as described in Sub-Clause 3.16.5 in which case the Employer may claim the full amount of the Performance Bond;

(b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under the Contract, within forty-two (42) days after such agreement or determination;

(c) failure by the Contractor to remedy a default within twenty-one (21) days (or any other period approved by the Employer) after receiving the Employer's notice requiring the default to be remedied; or

(d) circumstances that entitle the Employer to terminate the Contract under the relevant termination provisions, irrespective of whether notice of termination has been given.

3.16.7 Prior to making a claim under the Performance Bond, the Employer shall notify the Contractor in writing, stating the nature of the default in respect of which the claim is to be made.

3.16.8 Upon receipt contract Completion Certificate, the Employer may, at its sole discretion reduce the amount of the latest revised **Performance Bond** by up to fifty percent (50%) of its value. In the event the Employer elects to exercise such right, the Contractor shall furnish the Employer with the revised original **Performance Bond** within ten (10) Working Days of receiving the Employer's written notification

3.16.9 The Employer, and after receipt the revised original **Performance Bond** as per 3.16.8, shall return the old original **Performance Bond** to the Contractor.

3.16.10 The Employer shall return the latest Performance Bond to the Contractor immediately after its expiry date under Sub-Clause 3.16.4.

3.17 Parent Company guarantee

3.17.1 In addition to the Performance Bond, the Contractor shall provide the Employer with a parent company guarantee from its ultimate holding company or an alternative guarantee acceptable to the Employer, effective from the Effective Date, under the following circumstances:

(a) if the Contractor requires technical support, supervision, resources, equipment, or Materials from its partner, parent company, or principal to execute the Works; or

(b) if the Contractor is a subsidiary of another company or part of a group of companies, or if the Contract is awarded to its local branch or agent, or to a Joint Venture formed by a group of companies including the Contractor; or

(c) if the Employer considers the Contractor to be not sufficiently financially strong.

3.17.2 The parent company guarantee shall be provided by the ultimate parent company of the Contractor. In the case of a Contract awarded to a Joint Venture, the ultimate parent company of each Joint Venture partner shall provide a separate parent company guarantee.

3.17.3 The parent company guarantee shall be submitted to the Employer within twenty (20) Working Days from the Effective Date. Failure to provide the guarantee within this timeframe shall constitute a default by the Contractor, entitling the Employer to impose penalties and/or terminate the Contract.

3.17.4 The parent company guarantee shall remain valid and enforceable until the issuance of the Final Completion Certificate.

3.17.5 If the Contract is extended for any reason, the Contractor shall ensure that the validity of the parent company guarantee is extended accordingly to cover the extended period.

3.17.6 The Employer shall return the parent company guarantee to the Contractor within thirty (30) days after the issuance of the Final Completion Certificate, provided that the Contractor has fulfilled all its obligations under the Contract.

3.17.7 The parent company guarantee shall be provided by the ultimate parent company of the Contractor. In the case of a Contract awarded to a Joint Venture, the ultimate parent company of each Joint Venture partner shall provide a separate parent company guarantee.

3.18 Right of Way and Facilities

3.18.1 The Contractor shall bear all costs and charges for obtaining special and/or temporary rights-of-way necessary for access to the Site. Additionally, the Contractor shall procure, at their own risk and cost, any additional facilities outside the Site required for the execution of the Works.

3.19 Avoidance of Interference

3.19.1 The Contractor shall refrain from causing unnecessary or improper interference with:

(a) public convenience; and

(b) access to, use, and occupation of all roads and footpaths, irrespective of ownership.

3.19.2 The Contractor agrees to indemnify and hold the Employer harmless from any damages, losses, or expenses resulting from such unnecessary or improper interference.

3.20 Access Route

3.20.1 The Contractor shall be deemed to have satisfied itself with the suitability and availability of the access routes to the Site. The Contractor shall take reasonable precautions to prevent damage to roads or bridges caused by the Contractor's traffic or personnel, ensuring the appropriate use of vehicles and designated routes.

3.20.2 The Contractor shall provide necessary signage and obtain required permissions from relevant authorities for the use of access routes, with the understanding that the Employer assumes no responsibility for any claims arising from such use, nor does it guarantee the suitability or availability of these routes.

3.21 Transport of Goods

3.21.1 The Contractor shall notify the Employer at least twenty-one (21) days prior to the delivery of any plant or major Goods to the Site. Additionally, the Contractor shall be responsible for all aspects of packing, loading, transporting, receiving, unloading, storing, and protecting all Goods required for the Works.

3.21.2 The Contractor agrees to indemnify the Employer against any damages, losses, or expenses arising from the transport of Goods, including the negotiation and settlement of any related claims.

3.22 Contractor's Equipment

3.22.1 The Contractor's Equipment brought onto the Site shall be used exclusively for the execution of the Works. The Contractor is responsible for maintaining and operating all such equipment in accordance with manufacturer guidelines and industry standards.

3.23 Environmental Protection

3.23.1 The Contractor shall take all reasonable steps to protect the environment both on and off the Site, including minimizing pollution, noise, and other disturbances caused by operations.

3.23.2 The Contractor shall ensure that emissions, surface discharges, and effluents do not exceed the values specified in the Contract and comply with applicable Laws.

3.24 Site Security

3.24.1 The Contractor shall ensure the security of the Site by restricting unauthorized access, allowing entry only to the Contractor's Personnel, the Employer's Personnel, and authorized personnel notified by the Employer. Operations shall be confined strictly to designated Site and additional agreed areas, with no access permitted onto adjacent land without prior agreement.

3.25 Electricity, Water and Gas

3.25.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water, and other services required for the execution and completion of the Works.

3.25.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas, and other services as may be available on the Site. The Contractor shall, at his own risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

3.25.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed upon or determined per Sub-Clause 2.5 (*Determinations*) following the Employer's notice under Sub-Clause 2.6 (*The Employer's Claims*). The Contractor shall then pay these amounts to the Employer.

3.26 The Employer's Equipment and Free-Issue Material

3.26.1 The Employer shall 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 Contract. Unless otherwise specified in the Contract, the Employer assumes responsibility for the Employer's equipment. However, the Contractor becomes responsible for each item of the Employer's equipment while any of the Contractor's Personnel operates, drives, directs, or possesses it.

3.26.2 The quantities consumed and the amounts due (at their prices) for such services shall be agreed upon or determined per Sub-Clause 2.5 (*Determinations*) following the Employer's notice under Sub-Clause 2.6 (*The Employer's Claims*). The Contractor shall then pay these amounts to the Employer.

3.26.3 The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Contract. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Employer of any shortage, defect, or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect, or default.

3.26.4 After this visual inspection, the free-issue materials shall come under the care, custody, and control of the Contractor. The Contractor's obligations of inspection, care, custody, and control shall not relieve the Employer of liability for any shortage, defect, or default not apparent from a visual inspection.

3.27 Local Content (LC)

3.27.1 The Contractor shall strictly adhere with all applicable laws, regulations, and contractual requirements relating to Local Content (LC), as required by law. The Contractor shall prepare and implement an LC plan aimed at maximizing the use of local expertise, resources, and services, with priority given to the employment of qualified Omani nationals, in accordance with the Omanisation schedule that forms part of this Contract.

3.27.2 The Contractor shall ensure that all personnel and subcontracted services comply with the approved LC plan, including the following:

(a) Engaging Omani talent and providing them with the necessary training and skills development opportunities.

(b) Ensuring the use of local suppliers, service providers, and small and medium-sized enterprises (SMEs) in accordance with the agreed-upon local content plan.

(c) Submitting periodic reports to the employer on their adherence to the local content plan, including data on compliance with local content obligations, employment statistics, and subcontracting arrangements.

3.27.3 The Contractor shall appoint a Local Content Specialist (who must be an Omani national) to be responsible for monitoring all matters related to local content, preparing related reports, and maintaining regular communication with the Employer. The Local Content Specialist shall ensure that reports are submitted on time through the Esnad e-Tendering Platform or any other system specified by the Employer.

3.27.4 The Contractor shall submit a Local Content Reporting Schedule for approval by the Employer within seven (7) days of the Contract Effective Date. If the Employer does not approve the schedule within fourteen (14) working days, the Contractor shall revise and resubmit it as required. Failure to comply with the Local Content Reporting requirements or to achieve the specified targets shall result in contractual penalties, including deductions, withholding of payments, or any other measures deemed appropriate by the Employer.

3.28 License and Permits

3.28.1 The Contractor shall be fully responsible for obtaining, without delay, all authorizations, approvals, permits, consents, import licenses, and other documentation necessary for the performance of the Work. The Contractor shall also be responsible for ascertaining whether any such necessary documentation is held by the Employer. The Contractor shall bear all costs and consequences associated with obtaining and maintaining such documentation.

3.29 Procurement Obligation

3.29.1 The Contractor shall be fully responsible for all aspects of procurement and supply of all materials, equipment, and any other items necessary for the execution of the Works. This responsibility includes, but is not limited to:

(a) preparation and dispatch of requisitions for tender;

(b) commercial and technical evaluation of tenders;

(c) engagement and discussions with Manufacturers;

(d) placement of purchase orders;

(e) expediting and shipping of materials and equipment;

(f) inspection and quality assurance;

(g) certification of Manufacturer's invoices;

(h) payment of suppliers and vendors;

(i) compliance with all applicable taxes and duties; and

(j) importation of materials and equipment into Oman, ensuring adherence to local regulations.

3.30 Protection of Works in Event of Inclement Weather

3.30.1 The Contractor shall be responsible for taking all necessary measures to protect the Works, Materials, equipment, and Facilities from damage or deterioration caused by Inclement Weather. Such measures shall include, but are not limited to:

(a) implementing temporary protective coverings, drainage systems, or other safeguards to prevent water ingress, flooding, or other weather-related damage;

(b) securing loose materials, equipment, and structures to prevent displacement or damage due to high winds or storms;

(c) monitoring weather forecasts and taking proactive steps to mitigate the impact of anticipated adverse weather conditions; and

(d) promptly repairing or rectifying any damage caused by Inclement Weather and restoring the Works to their required condition.

3.30.2 The Contractor shall bear all costs and expenses associated with protecting, repairing, or restoring the Works due to Inclement Weather. Failure to take reasonable and adequate measures to protect the Works shall render the Contractor liable for any resulting damage or delays.

CLAUSE 4. EMPLOYER PROJECT REPRESENTATIVE (EPR) AND EMPLOYER PERSONNEL

4.1 Designation and General Responsibilities

4.1.1 The Employer shall retain overall responsibility for contract management under this Contract. However, the Employer may designate one or more Employer Project Representatives (“EPRs”) to act on its behalf in respect of such responsibilities and authorities as may be delegated from time to time. Each EPR shall be identified in an appointment instrument issued by the Employer specifying the EPR’s name, scope of authority, functions, and any applicable limitations.

4.1.2 An EPR may be:

(a) an entity registered and authorized to provide engineering, project management, or related professional services in the Sultanate of Oman;

(b) an employee of the Employer;

(c) an individual consultant or professional with suitable qualifications and experience to perform the delegated functions;

(d) a governmental ministry, department, authority, or other public-sector entity within the Sultanate of Oman; or

(e) any other person or entity, as the Employer may determine, acting lawfully within Oman.

4.1.3 Where multiple EPRs are appointed, each shall exercise only the powers and perform the functions expressly set out in its respective appointment instrument.

4.1.4 Each EPR shall act for and on behalf of the Employer to the extent of the powers and duties delegated to it by the Employer, and shall exercise reasonable skill, care, and diligence in performing such delegated functions in the best interests of the Employer and the Project.

4.2 Scope of EPR Authority

4.2.1 The functions and responsibilities of any EPR may include, but are not limited to, matters relating to:

(a) technical and site supervision;

(b) contract administration;

(c) communication and coordination;

(d) compliance monitoring;

(e) handover and close-out;

(f) reporting and documentation;

(g) ethics, professional conduct, and conflicts of interest.

4.2.2 The EPR shall carry out its delegated functions in accordance with the appointment instrument issued by the Employer. All instructions, approvals, communications, and determinations issued by the EPR within its delegated authority shall be deemed issued by the Employer, and the Contractor shall comply with them as if they had been issued directly by the Employer.

4.3 Limitations on EPR Authority

4.3.1 No EPR shall have authority to amend the Contract, waive any Employer rights, impose additional obligations on the Contractor, or otherwise alter the Contract terms, except to the extent such powers are expressly granted in the relevant appointment instrument.

4.3.2 The Employer retains the right to revoke, modify, or reassign any delegation of authority to any EPR at any time by providing written notice to the Contractor and the EPR.

4.4 Rights and Liabilities

4.4.1 The designation of one or more EPRs shall not relieve the Employer of its ultimate responsibilities and liabilities under the Contract.

4.4.2 Nothing in this Sub-Clause shall create any contractual relationship between the Contractor and any EPR. The EPR acts solely on behalf of the Employer, and all contractual obligations under this Contract remain between the Employer and the Contractor.

4.5 Employer Personnel

4.5.1 Employer Personnel shall include all individuals and entities engaged by the Employer in relation to the Contract, including but not limited to the EPR and any other designated representatives.

4.5.2 Employer Personnel shall cooperate with the Contractor to ensure the smooth execution of the Contract. This includes providing timely responses to requests for information, facilitating access to necessary resources, and collaborating on problem-solving efforts.

4.5.3 Employer Personnel shall maintain clear and open lines of communication with the Contractor, ensuring that any issues or concerns are promptly addressed and resolved in a manner that supports the successful completion of the Contract.

CLAUSE 5. DESIGN

5.1 Responsibility for Design

5.1.1 The Contractor shall be deemed to have scrutinized the Employer's Requirements, including the design criteria and calculations, prior to the Effective Date. The Contractor shall be responsible for the accuracy of the Employer's Requirements, except for the portions, data, and information explicitly stated in the Contract as the responsibility of the Employer or immutable. The Contractor shall verify all the information provided by the Employer before relying on it, except where such information is clearly identified as the Employer’s responsibility.

5.1.2 The Contractor shall carry out and be responsible for the design of the Works to the extent required by the Contract. The design shall meet the requirements specified in the Contract and, where such requirements are not detailed, the design shall be completed on a "fit for its intended purpose" basis in line with the best international practice expected on a project of a similar character, size, and complexity. The Contractor shall ensure the design's compliance with all applicable laws, technical standards, and the Employer’s Requirements as defined in the Contract.

5.1.3 The design, as it evolves following the Effective Date, shall be subject to design review sessions as required by the Employer. The frequency and schedule of these sessions shall be agreed upon during the approval of the Programme.

5.1.4 The Contractor shall be responsible for organizing the design review sessions, ensuring the provision of all necessary documentation, logistical arrangements, and compliance with the requirements set out in Section 6 (Contract Procedures).

5.1.5 The Contractor warrants that its designers and design Subcontractors possess the requisite experience, expertise, and capability to perform the design Works. The Contractor undertakes to ensure that the designers are available for discussions with the Employer at all reasonable times during the term of the Contract to address any queries or concerns that may arise regarding the design. The Contractor shall obtain the Employer’s prior approval before engaging any design Subcontractors.

5.1.6 The Contractor shall prepare the design Documents in sufficient detail to satisfy all regulatory approvals, applicable Laws, and to provide clear instructions to suppliers and construction personnel for executing the required Works. The Employer shall have the right to review and inspect the preparation of these Documents wherever they are prepared. The Contractor shall submit the design Documents to the Employer for pre-construction review. Unless otherwise

stated in the Contract, the Employer shall review the design Documents within fourteen (14) days of receipt. If the Employer fails to respond within this period, the design Documents shall be deemed approved, and the Contractor may proceed with the Works based on the submitted Documents.

5.1.7 If the Employer instructs that additional design Documents are necessary for carrying out the Works, the Contractor shall, upon receiving such instruction, promptly prepare and submit the required Documents.

5.2 Other Documents

5.2.1 if the Employer instructs that additional Documents are necessary to complete the Works, the Contractor shall, upon receiving such instruction, immediately prepare and submit the necessary Documents for review or approval in accordance with the Contract.

5.2.2 Documents other than the design Documents will also be submitted to the Employer for review or approval as applicable. If a Document requires the Employer's review, the following provisions apply:

(a) Unless otherwise specified in the Contract, the Employer shall have a review period of fourteen (14) days. If comments are provided by the Employer, the Contractor shall endeavor to accommodate such comments; or

(b) If the Employer does not provide comments within the review period, the Contractor is entitled to proceed with the Works based on the submitted Document.

5.3 Responsibility and Liability

5.3.1 No review, consent, approval, or acknowledgment by the Employer of the Works or any part thereof shall relieve the Contractor from its obligation to ensure the suitability and accuracy of the design and to execute and complete the Works in accordance with the Contract. The Contractor shall remain liable for any errors, omissions, or inadequacies in the design Documents or other Documents and for the proper execution and completion of the Works.

5.3.2 If errors, omissions, ambiguities, inconsistencies, or other defects are found in the Contractor's Documents, the Contractor shall correct them at its own cost, notwithstanding any consent or approval given under this Clause. Corrections related to the Technical Information provided by the Employer shall follow the procedures outlined in Sub-Clause 6.4.1.

5.4 As-Built Records and Drawings

5.4.1 The Contractor shall prepare and keep up-to-date a complete set of "as-built" records showing the exact as-built locations, sizes, and details of the work as executed. These records shall be kept on the Site and two copies shall be supplied to the Employer prior to the completion of the Works.

5.4.2 The Contractor shall supply the Employer with as-built drawings of the Works, showing all Works as executed, and submit them for review. The Works shall not be considered complete until the Employer has received and accepted these documents, unless the Employer has expressly accepted the Works in writing prior to receipt of the as-built documents.

5.5 Operation and Maintenance Manuals

5.5.1 The Works shall not be considered complete for the purposes Sub-Clause 10.3 (*Completion*) until the Employer has received the final operation and maintenance manuals and any other specified manuals.

CLAUSE 6. TECHNICAL INFORMATION

6.1 Provision and Verification of Technical Information

6.1.1 The Contractor shall not rely upon any information provided by the Employer as Technical Information unless expressly stated otherwise by the Employer in Employer's Requirements or other Contract documents. The Contractor shall verify all the Employer-provided information before relying on it, except where the Contract explicitly states the Employer is responsible for the accuracy of that information.

6.1.2 The Contractor shall be deemed to have satisfied itself, prior to entering into the Contract, regarding the extent and nature of the Works, including but not limited to all information required to perform the Works in accordance with the Contract and the Employer's Requirements. This includes understanding the character of the Works, local conditions, facilities, safety requirements, employment and industrial matters, and all other circumstances that may influence or affect the performance of the Contract.

6.1.3 The Contractor shall be deemed to have obtained all necessary information regarding risks, contingencies, and other circumstances that may influence or affect progress or performance under the Contracts detailed in Employer's Requirements.

6.2 Submission and Review of Documentation

6.2.1 The Contractor shall prepare and submit to the Employer, in sufficient detail and in accordance with the Scope of Work, all documents necessary for the proper execution and completion of the Works. Such documents shall include, but are not limited to, method statements, risk assessments, quality assurance and quality control plans, health, safety and environmental plans, as-built drawings, operation and maintenance manuals, and any other documents specified in the Contract or requested by the Employer.

6.2.2 The Contractor shall submit these documents to the Employer for Review or Approval, as applicable. If the documents require the Employer's Approval, the Contractor shall not proceed with the relevant part of the Works until such Approval has been obtained in writing. If the documents are subject to Review, unless otherwise specified, the Employer shall have a period of fourteen (14) days from the date of receipt to provide comments. If the Employer does not provide comments within the Review period, the Contractor may proceed with the Works based on the submitted documents.

6.3 Additional Documentation

6.3.1 If the Employer instructs that further Documents are necessary to complete the Works, the Contractor shall immediately prepare and submit such Documents for Review or Approval as required in accordance with the Contract and the Employer's Requirements.

6.3.2 If the Contractor wishes to deviate from the Technical Information provided in the Employer's Requirements, it shall issue a technical deviation request. The Contractor shall not implement any such deviation until it has received Approval from the Employer.

6.4 Technical Information provided after the Effective Date

6.4.1 Technical Information provided after the Effective Date shall be categorized as follows:

(a) Relied Upon Technical Information: The Contractor shall notify the Employer of any discovered defects, errors, omissions, exceptions, qualifications, and/or inconsistencies ("**Errors**") without undue delay and within seven (7) days. The

Employer shall issue corrections or clarifications and instruct the Contractor on the further progress of the Works. The Contractor shall keep records of any cost consequences and impact on the Programme of the Works. Requests for Variations arising from Errors in relied upon Technical Information shall be evaluated in accordance with the provisions of Clause 9 (*Variations to Contract*);

(b) Technical Information Requiring Verification by the Contractor: The Contractor shall check for Errors in Technical Information requiring verification and correct any discovered Errors. The Contractor shall be responsible for such Technical Information as if it had been supplied by the Contractor itself and shall keep records of any cost consequences and impact on the Programme of the Works. Requests for Variations arising from Errors in Technical Information requiring verification shall be evaluated in accordance with the provisions of Clause 9 (*Variations to Contract*); and

(c) Technical Information for Information: The Contractor shall be solely responsible for the use of Technical Information provided for information only and shall not be entitled to any Variation for the use of such information.

6.4.2 The Contractor shall maintain a complete set of all Technical Information, together with all documents provided by the Contractor for the purposes of the Works, at all locations where the Works or parts thereof are performed. Such information shall be made available to the Employer at all times.

6.5 The Employer's review, consent, and approval

6.5.1 No review, consent, approval, or acknowledgment by the Employer of Works shall relieve the Contractor from the requirement to satisfy itself as to the suitability of the Works and to execute and complete the Works in accordance with the Contract. The Contractor remains liable for all obligations under the Contract.

CLAUSE 7. CONTRACTOR'S PERSONNEL, MANAGEMENT AND COMPLIANCE REQUIREMENTS

7.1 Project Manager

7.1.1 The term "**Project Manager**" shall refer to the individual appointed by the Contractor and notified to the Employer at least five (5) days prior to the Commencement Date.

7.1.2 The Project Manager shall represent the Contractor for all matters related to the Contract. The Project Manager, along with the Contractor's Personnel confirmed in writing by the Project Manager, shall possess the authority of the Contractor under the Contract.

7.1.3 The Project Manager may delegate responsibilities to designated deputies, subject to prior written agreement from the Employer. Any notifications, information, and decisions from these deputies shall be considered as having been issued by the Project Manager.

7.2 Key Personal

7.2.1 The Contractor shall appoint and maintain Key Personnel as specified in the Contract and shall ensure that Key Personnel are not replaced without the prior written approval of the Employer. To ensure continuity of the Works, any replacement personnel shall work alongside the personnel they are replacing for a minimum handover period of fourteen (14) days, at no additional expense to the Employer.

7.2.2 For the purposes of this Clause, "**Key Personnel**" shall refer to those individuals identified by the Contractor as holding critical roles essential to the performance and management of the Works. These roles include, but are not limited to, project management, technical experts, and other personnel crucial for the successful completion of the Works.

7.3 Contractor's Personnel Control and Engagement

7.3.1 The Contractor shall have complete control over all the Contractor's Personnel and shall ensure that the necessary number of the Contractor's Personnel are engaged, either directly or through its Subcontractors, to perform the Works in accordance with the Contract. The Contractor commits to minimizing turnover of the Contractor's Personnel.

7.4 Experience and Capability

7.4.1 The Contractor warrants that all the Contractor's Personnel will possess the necessary experience and capability to safely, efficiently, and expeditiously perform the Works. The Contractor's Personnel must also have the requisite linguistic skills needed for the fulfilment of their duties.

7.5 Training Requirements

7.5.1 At its own expense, the Contractor shall ensure that all the Contractor's Personnel receive sufficient training to meet the standards required by the Contract. This training shall include all safety, survival, and job-related training mandated by applicable Law, the Contract, and best international practices for projects of a similar nature, size, and complexity. The Contractor shall provide certificates evidencing such training upon the Employer's request and shall maintain records of all training received by the Contractor's Personnel before and during the Contract term. For Omani personnel, safety and survival training materials shall be issued in Arabic, and training shall be conducted in Arabic. For all other personnel the language requirements should be in accordance with what is set out in Section 6 (*Contract Management Procedures*).

7.6 Replacement of the Contractor's Personnel

7.6.1 The Contractor shall, at its own cost, immediately replace any member of the Contractor's Personnel whom the Employer refuses to allow access to the Site or to perform any part of the Works, or whom the Employer requires to be removed from the Site, provided that the Employer does not exercise this right unreasonably. Replaced personnel shall not be reassigned to any other Works for the Employer without prior written approval from the Employer. The Contractor must replace such personnel as soon as possible, but no later than thirty (30) days after the Employer requests their removal.

7.7 Recruitment Restrictions

7.7.1 Neither the Contractor nor any Subcontractor shall, without the Employer's prior written consent, recruit or attempt to recruit staff or labor from the Employer's Personnel. Neither the Contractor nor any Subcontractor shall engage any labor already employed by any Other Contractor working on any project for the Employer without the Employer's prior written approval.

7.8 Staff and Labor Engagement

7.8.1 Except as otherwise stated in the Contract, the Contractor shall arrange for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding, transport, and visas for the Contractor's Personnel.

7.9 Wages and Conditions

7.9.1 The Contractor shall pay wages and observe labor conditions that are not lower than those established for the trade or industry where the Works is carried out. If no established Rates or conditions are applicable, the Contractor shall pay wages and observe conditions that are not lower than the general level observed locally by the Employers in a similar trade or industry.

7.10 Compliance with Labor Laws

7.10.1 The Contractor shall comply with all relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to employment, health, safety, welfare, and immigration, and shall allow them all their legal rights.

7.11 Works Hours

7.11.1 No Works shall be carried out on the Site on locally recognized days of rest or outside normal working hours unless:

(a) otherwise stated in the Contract;

(b) the Employer gives consent; or

(c) the Works is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Employer.

7.12 Accommodations and Welfare Facilities

7.12.1 Except as otherwise provided in the Contract, the Contractor shall provide and maintain all necessary accommodations and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Contract. The Contractor shall not permit any Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

7.13 Health and Safety

7.13.1 The Contractor shall take all reasonable precautions to maintain the health and safety of the Contractor's Personnel at all times. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay, and ambulance services are available at all times at the Site and any accommodation for the Contractor's Personnel and the Employer's Personnel. Suitable arrangements must be made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

7.14 Accident Reporting

7.14.1 The Contractor shall send details of any accident to the Employer as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning the health, safety, and welfare of persons, and damage to property, as the Employer may reasonably require.

7.14.2 In the event of non-compliance with the requirements of Sub-Clause 7.14.1, including failure to report accidents, maintain records, or submit required reports, the Contractor shall be liable to pay a penalty in accordance with the rate specified in Section 5 (Schedule of Rates/Prices) for each instance of non-compliance. Such penalties shall be deducted from payments due to the Contractor under the Contract.

CLAUSE 8. PROGRESS OF THE WORKS

8.1 Programme

8.1.1 Within fourteen (14) days of the Effective Date, the Contractor shall submit to the Employer, for approval, a detailed programme (the "**Programme**") along with S-Curve in a form and level of detail reasonably required by the Employer. The Programme shall outline how and when the Contractor proposes to carry out each stage of the Works.

8.1.2 The Programme shall include, at minimum:

(a) the sequence in which the Contractor intends to complete the Works;

(b) major events and activities essential to completing the Works;

(c) sequence and timing of Works performance; and

(d) a supporting report containing:

(i) methods proposed by the Contractor for completing each major stage of the Works;

(ii) approximate numbers of the Contractor's Personnel or Subcontractors required for each major stage; and

(iii) roles of Subcontractors/vendors for each stage of Works implementation.

8.1.3 Upon receipt, the Employer shall review the Programme within fourteen (14) days. The Employer may reject the Programme only if it fails to meet the minimum requirements specified in Sub-Clause 8.1.2 or if it is inconsistent with the Contractor's obligations under this Contract. In the event of rejection, the Employer shall provide the Contractor with specific reasons for rejection in writing.

8.1.4 The Contractor shall incorporate the Employer's comments and resubmit the Programme within seven (7) days of receiving the rejection notice. Upon resubmission, the Employer shall have seven (7) days to either accept or reject the revised Programme. This process shall continue until the Employer accepts the Programme. If the Employer does not respond within the specified timelines, the Programme shall be deemed accepted.

8.1.5 The Contractor shall proceed with the Works in accordance with the accepted Programme. The Contractor shall promptly submit an updated Programme to the Employer upon written request or if the Programme becomes inconsistent with:

(a) actual progress; or

(b) the Contractor's obligations under this Contract.

8.1.6 The Contractor shall promptly notify the Employer in writing of specific foreseeable events or circumstances that are likely to adversely affect or delay the Works. If the Employer notifies the Contractor in writing that the Programme does not comply with the Contract or align with actual progress, the Contractor shall submit a revised Programme in accordance with Sub-Clause 8.1.2. Upon approval by the Employer, the revised Programme shall supersede and replace the previous Programme. Approval by the Employer shall not automatically entitle the Contractor to claim extensions of time or additional costs, unless expressly specified in the Contract or agreed between the Parties.

8.2 Progress Reports

8.2.1 Progress reports shall be submitted in accordance with the requirements set out in Section 6 (*Contract Management Procedures*). Reports shall provide an overview of the status of the Works, including progress against the Programme, resource utilization, material deliveries, financial status, compliance with LC Plan and any significant issues or deviations.

8.2.2 The format, content, and submission method shall comply with Section 6 (*Contract Management Procedures*) and Sub-Clause 1.3 (*Communication*).

8.3 Rate of Progress

8.3.1 If, due to actions directly or indirectly attributable to the Contractor, the Employer determines that progress of the Works is delayed or not being maintained on critical items that could impact the Contractor's ability to achieve the Completion Date, the Employer shall notify the Contractor of this failure in execution. The Contractor must, within seven (7) Days from the date of notification, undertake all necessary steps as required, subject to the written consent of the Employer. If the Contractor fails to do so, the Employer may instruct reasonable measures to expedite progress and rectify the specified deficiencies, as detailed in the Employer's notice. The Contractor shall not be entitled to an extension of time or additional costs for these corrective actions. Any additional costs incurred by the Employer due to such instructions shall be recoverable from the Contractor and may be deducted from any amounts due or becoming due to the Contractor.

8.3.2 The Employer may issue reasonable instructions to the Contractor requiring an increase in the rate of progress of the Works, even in situations where the Contractor is not in default, to ensure achievement of the Completion Date. The Contractor shall be entitled to recover any additional costs incurred in complying with such Instructions, subject to and in accordance with Clause 9 *(Variations to Contract*).

8.4 Duty to report

8.4.1 The Contractor shall, within twenty-four (24) hours or as otherwise specified in Section 6 (*Contract Management Procedures*) or the General Conditions, report any incident:-

(a) affecting the progress of the Works;

(b) affecting the quality of the Works;

(c) materially affecting the cost of the Works; or

(d) constituting a reportable safety event (as required by Section 6 or the General Conditions).

8.4.2 The report shall include:

(a) a detailed description of the incident;

(b) copies of any statements or reports submitted by the Contractor to any Competent Authority and/or Third Party, excluding those sent to the Contractor's insurers or legal advisors; and

(c) an assessment of the impact of the incident on the progress, quality, cost, or safety of the Works, along with proposed corrective actions.

8.4.3 The Contractor shall also include updates on such incidents in the regular progress reports submitted under Sub-Clause 8.2.1, ensuring that the Employer is kept fully informed of any ongoing issues or resolutions.

8.5 Extension of time

8.5.1 The Contractor may be entitled to an extension of the Completion Date under the following circumstances:

(a) any delay, impediment, or prevention caused by or attributable to the Employer, its agents, representatives, or Other Contractors;

(b) encountering artificial physical obstructions at the Site;

(c) Inclement Weather;

(d) agreed Variation to Contract;

(e) occurrence of a Force Majeure event;

(f) suspension of Works by the Employer (Sub-Clause 14.2), excluding suspensions resulting from any act, omission, negligence, default, or breach by the Contractor;

(g) necessary searching for the cause of any defect, imperfection, or fault as required by the Employer under Sub-Clause 13.5 (*Search for Cause of Defects),* provided that such defect, imperfection, or fault is not attributable to the Contractor;

(h) change in Law (Sub-Clause 16.6); or

(i) as expressly provided elsewhere in this Contract.

8.5.2 If the Contractor believes it is entitled to an extension under this Clause, the Contractor must notify the Employer in accordance with Sub-Clause 1.3 (*Communication*), describing the event or circumstances within twenty-one (21) days of becoming aware or when it should have become aware of the event or circumstance. Failure to provide such notice within the specified twenty-one (21) days shall result in the Contractor forfeiting any entitlement to an extension of the Completion Date. In such cases, the Employer shall have no liability whatsoever in relation to the claim.

8.5.3 Within twenty-eight (28) days of issuing the notice under Sub-Clause 8.5.2, the Contractor shall provide the Employer with detailed particulars of the delay event, including but not limited to:

(a) a full description of the delay event, including its cause and nature;

(b) the reason for the delay or likely delay to the performance of the Works, supported by relevant evidence and documentation;

(c) an estimate of the likely effect of the delay on the progress and completion of the Works, including any impact on critical milestones or the overall Programme;

(d) where the Contractor considers itself entitled to additional cost under this Contract, details of the cost impact, including supporting particulars such as extended preliminaries, idle resources, cost escalation, financing, and other directly incurred expenses.; and

(e) a proposed plan to mitigate the delay, including any adjustments to the Programme, resource allocation, or work methods.

8.5.4 Upon receiving detailed particulars, the Employer shall make a determination under Sub-Clause 2.5 (*Determinations*).

8.5.5 The Contractor acknowledges that failure to comply with notice and information obligations under Sub-Clause 8.5.2 and Sub-Clause 8.5.3 shall forfeit any right to claim an extension of the Completion Date.

8.5.6 The Contractor shall take reasonable steps to mitigate delay consequences at no cost to the Employer. However, any mitigation measures taken shall not relieve the Contractor of its obligation to continue with unaffected Works or those that could reasonably have been performed.

8.5.7 The Contractor shall not claim an extension of the Completion Date for:

(a) non-critical delays to the Completion Date;

(b) delays caused or materially contributed to by negligent acts, breaches of Contract, or defaults by the Contractor, its Subcontractors, or their respective employees, agents, or representatives, or due to causes at the Contractor's risk; or

(c) events or periods of delay where the Contractor failed to take all reasonable steps to avoid or mitigate without deviating from the Contract requirements.

8.5.8 In the event of Inclement Weather, the Contractor shall bear all costs and expenses incurred and shall take all necessary measures to protect the Works, repair and rectify any damage, and restore any affected Facilities. The Contractor shall not be liable for delays caused by Inclement Weather, provided that reasonable steps were taken to mitigate its effects. If Inclement Weather prevents the Contractor from completing the Works by the Completion Date, the Contractor may submit a claim for an extension of time to the Employer under this Sub-Clause. However, under no circumstances shall the Contract Price be adjusted, and no additional costs shall be payable to the Contractor, as a result of the financial impact of Inclement Weather on either Party.

8.5.9 In the event of concurrent delays caused by both the Contractor and the Employer, the Contractor shall not be entitled to any additional costs or compensation, and no extension of time shall be granted beyond the delay period caused by the Employer's responsibility.

8.6 Schedule Slippage

8.6.1 If the Contractor fails to adhere to the Programme and the schedule slippage under this Contract is up to 5% of the contractual (S-Curve), calculated in days, the Contractor shall provide a recovery plan with a root-cause analysis. Both Parties shall ascertain the cause or causes of that slippage. If as a result of that verification exercise it is found that the Contractor is a cause (albeit not necessarily the principal or sole cause) of that slippage, the Employer will issue a formal notice in writing to the Contractor setting out the amount of slippage and requiring the Contractor to propose a detailed recovery plan within five (5) days to reduce the schedule slippage. The Contractor shall implement this remedial plan.

8.6.2 Any time after the issuance and implementation of the detailed recovery plan under Sub-Clause 8.6.1, if schedule slippage thereafter exceeds 15% of the contractual (S-Curve), calculated in days, a second verification exercise shall be carried out to determine the cause or causes of that further schedule slippage. If as a result of that verification exercise it is found that the Contractor is a cause of that further slippage (albeit not necessarily its principal or sole cause), the Employer shall be entitled, though not obliged, to prohibit the Contractor from receiving tender invitations for any other contracts with the Employer or any other Government Project until the schedule slippage is reduced to 5% or less of the relevant

contractual S-Curve, or until two (2) years have passed since the prohibition began, whichever comes first.

8.6.3 If the Employer invokes the provisions of Sub-Clause 8.6.2, it shall not affect any other rights or claims the Employer may have under the Contract.

8.7 Delay Damages

8.7.1 If the Contractor fails to achieve Completion by the agreed Completion Date, as extended, the Contractor shall, subject to Sub-Clause 2.6 (*The Employer's Claims*), pay delay damages to the Employer for this default. The amount payable shall be as specified in Appendix 1 of Section 1 (*Form of Agreement*) for each day of delay, up to the capped amount specified in Appendix 1. This payment period commences the day after the agreed Completion Date or its extension and continues until the issuance of the Completion Certificate.

8.7.2 Delay damages shall not relieve the Contractor from its obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.7.3 The Employer may recover any delay damages payable under the Contract by:

(a) deducting the amount from any payments due or to become due to the Contractor under this Contract; or

(b) issuing a written demand for payment, requiring settlement within twenty (20) Days from the date of such demand.

8.7.4 The Employer's right to levy delay damages is without prejudice to any other rights or remedies available under the Contract or at law. These include the right to engage Other Contractors to perform urgent work

8.8 Right to recover costs

8.8.1 Where the Contractor is in breach of its obligations under the Contract, or due to circumstances not attributable to the Employer, and irrespective of any delay damages imposed by the Employer, the Employer shall have the right to recover from the Contractor any other damages and costs that have been properly incurred as a direct result of the Contractor's breach. These damages and costs are those that would not have been incurred but for the Contractor's breach of its obligations under the Contract.

CLAUSE 9. VARIATIONS TO CONTRACT

9.1 Right to Vary

9.1.1 The Employer has the exclusive right to instruct changes, cancellations, or omissions affecting the form, scope, specifications, quality, or quantity of the Works, including adjustments to safety requirements, by issuing a Variation Instruction in writing. Variations may be initiated by the Employer at any time before issuing the Completion Certificate for the Works, either by directly instructing the Contractor or by requesting the Contractor to propose the Variation.

9.1.2 Upon receipt of the Variation Instruction from the Employer, the Contractor shall follow the variation procedure detailed in Sub-Clause 9.3 (*Variation Procedure*) and shall only execute the works upon issuance of the Variation Order. The Contractor shall not be entitled to any costs if it undertakes any work without receiving the Variation Order.

9.1.3 The Contractor is obligated to execute and adhere to each Variation Order unless it promptly notifies the Employer of reasons preventing compliance, such as inability to obtain necessary goods, safety concerns, or technical constraints affecting the Works. Upon receiving such notice, the Employer shall review and may cancel, confirm, or modify the Variation Order accordingly.

9.2 Contractor's Variation Proposals

9.2.1 The Contractor may, at any time, submit a written proposal to the Employer. In the Contractor's opinion, if adopted, the proposal will:

(a) accelerate completion;

(b) reduce the cost to the Employer of executing, maintaining, or operating the Works;

(c) improve the efficiency or value to the Employer of the completed Works; or

(d) otherwise benefit the Employer.

9.2.2 The proposal shall be prepared at the cost of the Contractor.

9.2.3 Upon receipt of the proposal, the Employer shall within twenty-one (21) days, either confirm or reject the proposal. If the Employer confirms the proposal, it shall constitute instructions from the Employer for the purpose of variation under the Contract.

9.3 Variation Procedure

9.3.1 Within seven (7) days of receiving a Variation Instruction or the Employer's confirmation under Sub-Clause 9.2.3, the Contractor shall submit detailed particulars to the Employer. This submission shall include a comprehensive cost calculation applying all valuation methods specified in Sub-Clause 9.4 (*Valuation of Variation*).

9.3.2 Upon receiving the detailed particulars from the Contractor, the Employer, after internal processing, may issue the Variation Order, which will specify the works to be undertaken and the associated costs. The Contractor shall promptly proceed with the works only after receiving the Variation Order. The Contractor shall not undertake any work prior to the issuance of the Variation Order.

9.3.3 For the purposes of dispute resolution, the Variation Order shall be treated as a determination made by the Employer in accordance with Sub-Clause 2.5 (*Determinations*).

9.4 Valuation of Variation

9.4.1 Variations to the Works shall be valued by the Employer according to the following principles:

(a) if the Works subject to a Variation to Contract are of a similar character to and executed under similar conditions as Works priced in the Contract, the Variation shall be valued based on the relevant Rates already specified in the Contract.

(b) if the Works subject to the Variation Instruction are not of a similar character or are executed under conditions dissimilar to those of the priced Works in the Contract, or where no applicable Rates exist, new rates shall be determined using the Rates as a foundation for reasonably valuing the Variation Instruction. The Contractor shall submit supporting documentation to substantiate the proposed rates, which may include:

(i) descriptive details outlining the additional or modified Works;

(ii) a comprehensive schedule detailing the execution of the Variation, specifying the resources to be utilized;

(iii) evidence of market rates, quotations, or procurement records to justify the proposed rates;

(iv) explanation of any proposed measures for recovery and mitigation, detailing their impact on planned resources and productivity levels; and/or

(v) anticipated effects on the Works under the Variation, including any alterations to the Contract Price or critical path of the Programme.

9.4.2 The value of any Variation shall not include costs incurred by the Contractor in administering, compiling, or otherwise establishing the validity or content of the Variation Instruction being valued.

9.5 Exclusions from Variation

9.5.1 The following circumstances do not constitute grounds for the Contractor to claim a Variation to Contract:

(a) any actions taken by the Contractor or Subcontractor to rectify or address any failure by the Contractor to fulfil its obligations under the Contract, or to ensure compliance with the Contract terms, whether in response to an instruction or otherwise;

(b) actions required to prevent injury, death, or property damage;

(c) updates to the Programme; or

(d) instances where the Contractor's obligations under the Contract can be fulfilled in multiple ways, and the Employer instructs a specific method of performance.

9.5.2 Any additional work undertaken by the Contractor to comply with the Employer's Requirements shall not constitute a Variation unless specifically instructed by the Employer in writing. The Contractor shall not be entitled to claim any additional costs or extensions of time related to such additional work unless such instruction is issued by the Employer in accordance with the Contract.

CLAUSE 10. COMMENCEMENT AND COMPLETION

10.1 Commencement

10.1.1 The Contractor shall commence the execution of the Works on the Commencement Date specified in Appendix 1 of Section 1 (*Form of Agreement*), or as otherwise instructed by the Employer in writing.

10.1.2 Upon commencement of the Works, the Contractor shall:

(a) mobilize all necessary Contractor's Personnel, equipment, and Materials to the Site;

(b) establish Site Facilities and infrastructure required for the execution of the Works;

(c) adhere to the agreed Programme for the Works as per Sub-Clause 8.1 (*Programme*); and

(d) ensure compliance with all health, safety, and environmental requirements applicable to the Site and Works.

10.2 Pre-Completion

10.2.1 Pre-Completion constitutes the period during which the Contractor performs the following activities:

(a) detailed design and engineering work;

(b) procurement of equipment, materials, and services;

(c) physical construction of the project; and

(d) commissioning and testing of systems to ensure they function as intended.

10.2.2 The Employer shall undertake a Pre-Start-Up Audit (PSUA) to verify that the Works are ready for start-up and operational testing. When the Contractor is ready for PSUA, it shall notify the Employer in writing.

10.2.3 Within seven (7) days of receiving the Contractor's notice, the Employer shall notify the Contractor of the scheduled date for PSUA. This date shall not be delayed beyond seven (7) days from the Employer's notification.

10.2.4 If the Works fail to pass PSUA, the Employer shall within seven (7) days of PSUA notify the Contractor in writing, detailing the deficiencies and failures observed during the audit. The notice shall include a clear description of the deficiencies and failures that must be rectified by the Contractor. The Contractor shall, at its own cost, remedy the deficiencies and failures within the agreed-upon timeframe.

10.2.5 Upon rectification of deficiencies, the Contractor shall notify Employer, and the PSUA procedure shall be repeated as per Sub-Clause 10.2.3. If the Works fails to pass the second PSUA, the Employer reserves the right to exercise its right to substitution under Sub-Clause 14.1 (*Right of Substitution*).

10.2.6 Upon successful completion of PSUA, the Employer shall issue a Pre-Completion Certificate within seven (7) days of conducting the PSUA.

10.2.7 In the event that the Employer unreasonably delays the PSUA process beyond the timelines specified in Sub-Clause 10.2.3, the Contractor shall be entitled to compensation for any additional costs incurred as a result of such delay.

10.2.8 The Contractor shall provide all equipment, apparatus, fuel, labour, materials, consumables, and suitably qualified and experienced staff necessary to conduct PSUA. The Contractor's responsibilities include ensuring that equipment and apparatus are in optimal condition and compliant with project specifications, sufficient fuel, materials, and consumables are available for testing and commissioning activities, a competent workforce is deployed, comprising skilled technicians and engineers capable of conducting PSUA effectively, and all costs associated with the provision, maintenance, and operation of these resources are borne by the Contractor.

10.3 Completion

10.3.1 The Contractor is required to achieve the Completion Date by the date stipulated in Section 1 (*Form of Agreement*) or by any extended date as applicable.

10.3.2 Completion constitutes, but is not limited to, the following:

(a) issuance of all milestone certificates, if applicable;

(b) all Works completed to the satisfaction of the Employer and in accordance with Section 4 (*Scope of Works/Employer's Requirements and LC*);

(c) the Contractor has provided all necessary documentation, including but not limited to operation and maintenance manuals, as-built drawings, training manuals for the Employer's Personnel, and all necessary information required for the Employer to operate and maintain all parts of the Works;

(d) the Contractor has obtained all necessary permits, approvals, and consents from relevant authorities;

(e) all systems and equipment have been tested and commissioned successfully; and

(f) any other deliverables specified in the Contract have been completed and delivered.

10.3.3 Upon the Contractor's notification of readiness for final inspection, the Employer shall schedule an inspection date not exceeding fourteen (14) days from the Contractor's notification.

10.3.4 If the inspection confirms that the Works meet all requirements and are satisfactory, the Employer shall issue a Completion Certificate within seven (7) days from the inspection date. In the event that deficiencies are identified during the inspection, the Employer shall promptly notify the Contractor in writing within seven (7) days of the inspection, specifying the deficiencies that need to be rectified.

10.3.5 The Contractor shall rectify these deficiencies at its own expense within the agreed-upon timeframe. Upon completing the rectifications, the Contractor shall notify the Employer, triggering a repeat of the final inspection process as outlined in Sub-Clause 10.3.4. Once all deficiencies are rectified to the satisfaction of the Employer, the Completion Certificate shall be issued within seven (7) days of the satisfactory final inspection.

10.3.6 For the purposes of Sub-Clause 10.3.3 only major deficiencies shall be grounds for failing the inspection. Minor snagging issues, which can be addressed during the Defects Liability Period, shall not be grounds for refusing the issuance of the Completion Certificate.

10.3.7 In the event that the Employer unreasonably delays the final inspection and issuance of the Completion Certificate beyond the timelines specified in Sub-Clause 10.34, the Contractor shall be entitled to compensation for any additional costs incurred as a result of such delay.

10.3.8 The Contractor shall provide all equipment, apparatus, fuel, labour, materials, consumables, and suitably qualified and experienced staff necessary to conduct the final inspection. The Contractor's responsibilities include ensuring that equipment and apparatus are in optimal condition and compliant with specifications, sufficient fuel, materials, and consumables are available for testing and commissioning activities, a competent workforce is deployed, comprising skilled technicians and the engineers capable of conducting the final inspection effectively, and all costs associated with the provision, maintenance, and operation of these resources are borne by the Contractor.

10.4 Close out report

10.4.1 As soon as the Completion Certificate is issued, the Contractor shall commence the preparation of the Close Out Report. The Contractor shall submit the Close Out Report in draft form to the Employer for review. The Employer shall review the draft Close Out Report and provide any comments or requests for revisions within thirty (30) days of its submission.

10.4.2 Following receipt of the Employer's comments, the Contractor shall finalize the Close Out Report and submit the final Close Out Report to the Employer. This entire process, from the initial draft submission to the finalization and submission of the final Close Out Report, must be completed before the expiry of the original Defects Liability Period.

10.5 No Partial Completion

10.5.1 The Employer may, at its sole discretion, issue a Completion Certificate for any part of the Permanent Works that is fully completed, performs its required function, and does not hinder the timely completion of the remaining Works.

10.5.2 In order for a partial Completion Certificate to be issued, the Contractor must comply with all requirements necessary for the issuance of the Completion Certificate as set out in Sub-Clause 10.2 (Pre-Completion), including the completion of all works relating to the part for which the certificate is to be issued, and the completion of all necessary testing, inspections, and certifications for that part.

10.5.3 The Employer shall not take over or use any part of the Works prior to the issuance of the Completion Certificate. If the Employer elects to use any part of the Works before the issuance of the Completion Certificate, such use shall not constitute acceptance of the Works and shall not relieve the Contractor of its obligations, including testing, commissioning, and remedying defects.

10.5.4 If the Employer uses any part of the Works prior to the issuance of the Completion Certificate:

a) Such use shall not be deemed to constitute completion or partial completion of the Works;
b) The Contractor shall remain responsible for the care and maintenance of the Works until the issuance of the Completion Certificate;
c) The Employer shall not be deemed to have taken over any part of the Works unless expressly agreed otherwise in writing between the Employer and the Contractor.

10.5.5 The Employer shall not be obligated to issue a Completion Certificate for any part of the Works unless all requirements for completion specified in Sub-Clause 10.2 (Pre-Completion) have been satisfied, including, but not limited to, proper inspection, testing, and the issuance of necessary certifications. The Employer's use of any part of the Works prior to the issuance of the Completion Certificate shall not be construed as acceptance of that part, and the Contractor shall remain responsible for completing the relevant part of the Works until the Completion Certificate is formally issued.

10.5.6 If a Completion Certificate is issued for a part of the Works, the delay damages for the completion of the remainder of the Works shall be reduced accordingly. Accordingly, such reduction shall be calculated based on the proportion of the value of the certified part to the total value of the Works. For any period of delay after the date stated in the Completion Certificate, the delay damages shall be reduced proportionally to this ratio, as determined by the Employer in accordance with Sub-Clause 2.5 (Determinations). It is noted that this reduction applies solely to the daily rate of delay damages under Sub-Clause 8.7 (Delay Damages), without prejudice to the overall maximum ceiling of such damages.

CLAUSE 11. DEFECTS LIABILITY PERIOD AND FINAL COMPLETION CERTFICATE

11.1 Defects Liability Period

11.1.1 The Defects Liability Period shall commence upon issuance of the Completion Certificate and shall continue for the duration specified in Section 1 (*Form of Agreement*).

11.1.2 Throughout the Defects Liability Period, the Contractor undertakes to promptly complete all outstanding Works as defined in the Contract and fulfill all maintenance obligations specified under the Contract.

11.1.3 The Contractor is obligated to remedy any defects:

(a) notified by the Employer at the time of Completion Certificate issuance; or

(b) identified by the Employer during the Defects Liability Period.

11.1.4 The Contractor shall bear all costs associated with rectifying defects, provided such defects are attributable to:

(a) design deficiencies in the Work, plant, or Materials;

(b) non-conforming workmanship; or

(c) failure to comply with contractual obligations.

11.1.5 Should the Contractor contest the responsibility for costs, it shall promptly notify the Employer and submit a claim in accordance with Sub-Clause 24.1 (*Claims*).

11.1.6 Where applicable, the Contractor shall ensure that all rectification Works adhere strictly to the Manufacturer's instructions and employ original replacement parts.

11.2 The Employer's Remedial Actions

11.2.1 In the event of the Contractor's failure to complete outstanding Works or remedy notified defects within a reasonable timeframe, the Employer reserves the right to:

(a) rectify such defects directly and recover costs under Sub-Clause 2.6 (*The Employer's Claim*s); or

(b) exercise the right of substitution as per Sub- Clause 14.1 (*Right of Substitution*) of the Contract.

11.3 Extension of Defects Liability Period

11.3.1 The Employer may extend the Defects Liability Period under Clause 2.6 (*The Employer's Claim*s) if the plant, Section, or Works cannot be utilized for their intended purpose due to unresolved defects.

11.3.2 Any extension shall not exceed two years beyond the agreed Defects Liability Period.

11.4 Off-Site Repairs

11.4.1 Upon the Employer consent, defects unable to be rectified on-site may be addressed off-site by the Contractor. The Contractor shall provide adequate security, satisfactory to the Employer, covering the full replacement cost for items removed from the Site for repair.

11.5 Contractor's Access Until Final Completion Certificate

11.5.1 Until the issuance of the Final Completion Certificate, the Contractor shall retain unrestricted access to all parts of the Works, except where restricted by reasonable security measures imposed by the Employer.

11.6 Issuance of the Final Completion Certificate

11.6.1 The Contractor's obligations shall not be deemed fulfilled until the issuance of the Final Completion Certificate by the Employer.

11.6.2 Following an application from the Contractor after the expiry of the Defects Liability Period, the Final Completion Certificate shall be issued by the Employer within twenty-eight (28) days, provided that the Contractor has completed the following:

(a) cleaned the site and removed all the Contractor’s equipment, debris, surplus materials, wreckage, rubbish, and any temporary works from the site;

(b) prepared and submitted the Close Out Report to the Employer in accordance with Sub-Clause 10.4 (*Close Out Report*); and

(c) addressed all defects notified by the Employer during the Defects Liability Period.

11.6.3 The Employer reserves the right to refuse the issuance of the Final Completion Certificate if the Contractor has not fulfilled the requirements outlined in Sub-Clause 11.6.2. In such cases, the Employer shall notify the Contractor of the specific shortcomings. Upon receiving notification of the shortcomings, the Contractor shall address the issues and may once again make an application for the issuance of the Final Completion Certificate.

11.6.4 If the Contractor has complied with all the requirements stipulated in Clause 11.6.2 and the Employer fails to respond within the stipulated period of twenty-eight (28) days, the Final Completion Certificate shall be deemed to be issued on the expiry of the original period in which the Employer should have issued the Final Completion Certificate.

11.6.5 Only the Final Completion Certificate shall be deemed to constitute acceptance of Works.

11.6.6 Following issuance of the Final Completion Certificate, both Parties shall remain responsible for fulfilling any outstanding obligations stipulated in the Contract.

11.7 Latent Defect

11.7.1 For the purposes of this Contract, a "**Latent Defect**" shall mean a defect, fault, or deficiency in the Works, Materials, or workmanship that:

(a) exists at the time of Completion of the Works or a relevant section of the Works;

(b) is not discoverable through reasonable inspection or testing at the time of completion; and

(c) manifests itself after the expiration of the Defects Liability Period specified in the Contract.

11.7.2 The Contractor shall be liable for any Latent Defects that manifest themselves within a period of ten (10) years from the date of Final Completion Certificate for Works or the relevant section of the Works, unless a different period is specified in the Contract.

11.7.3 Upon discovery of a Latent Defect, the Employer shall notify the Contractor in writing, providing details of the defect, its impact on the Works, and the date it was discovered. Such notification shall be given within twenty-eight (28) days of the discovery of the Latent Defect.

11.7.4 The Contractor shall, at its own cost, promptly investigate the Latent Defect and carry out all necessary repairs, replacements, or rectifications to remedy the defect and restore the Works to the required standard. The Contractor shall complete such rectification within a reasonable time specified by the Employer.

11.7.5 If the Contractor fails to remedy the Latent Defect within the time specified by the Employer, the Employer may engage a Third Party to carry out the necessary repairs, replacements, or rectifications. All costs incurred by the Employer in this regard shall be recoverable from the Contractor.

11.7.6 The Contractor shall not be liable for Latent Defects arising from:

(a) improper use, operation, or maintenance of the Works by the Employer or Third Parties after completion;

(b) modifications or alterations to the Works made by the Employer or Third Parties without the Contractor's prior written consent; or

(c) normal wear and tear or deterioration due to age.

CLAUSE 12. MATERIALS AND EQUIPMENTS

12.1 Employer-Supplied Materials and Equipment

12.1.1 Only those Materials and Construction Equipment specifically stated in the Contract as being supplied by the Employer shall be provided by the Employer at the designated location specified in Section 4 (*Scope of Works/Employer's Requirements and LC*). The Contractor shall examine this list and, where appropriate, utilize such Materials and Construction Equipment in the execution of the Work and notify the Employer accordingly.

12.1.2 In respect of the Employer-supplied Materials and Construction Equipment, the Contractor shall, at its own expense:

(a) receive, load, transport to the Site, and unload as necessary;

(b) prior to taking delivery from the Employer, inspect all Materials and/or Construction Equipment to ensure conformity with Contract requirements and specifications. The Contractor shall promptly notify the Employer in writing of any non-conformity with Contract requirements, or of any omission of or damage to such Materials and/or Construction Equipment. Failure to notify the Employer in writing of such issues before endorsing the receipt of Materials and/or Construction Equipment shall deem them complete and undamaged, and the Contractor shall be liable for any damage or shortage identified later;

(c) maintain and store Materials and/or Construction Equipment properly, keep an accurate inventory, and submit an updated copy of such inventory to the Employer monthly or as requested;

(d) account for the use of Materials and/or Construction Equipment in the Work and for any discrepancies between monthly inventory report and Materials and/or Construction Equipment supplied and used;

(e) maintain, operate, and use Materials and/or Construction Equipment strictly in accordance with Manufacturer's recommended instructions, industry practices, and regulations; and

(f) provide all consumables and spare parts, including oil and fuel, for such maintenance, operation, or use.

12.1.3 The Employer-supplied Materials and/or Construction Equipment listed in the Contract shall at all times remain the property of the Employer, irrespective of where such Materials and/or Construction Equipment are physically located or stored.

12.1.4 Risk of such Employer-supplied Materials and/or Construction Equipment shall pass to the Contractor from moment the Contractor takes delivery of such Materials and/or Construction Equipment, and the Contractor shall be liable for any damage to or destruction of such Materials during such time.

12.1.5 The Employer shall retain title to the Employer-provided items and information, including Technical Information. Work shall be and remain property of the Employer.

12.1.6 All items of the Employer property in possession of the Contractor shall be suitably marked or clearly identified as property of the Employer. As far as possible, all such items shall be segregated from other property.

12.1.7 Prior to issuance of Completion Certificate by the Employer, the Contractor shall, within period specified by the Employer, return all surplus Materials and/or Construction Equipment supplied by the Employer in neat manner properly labeled and documented in accordance with the Contract to the Employer's storage yard of issue.

12.2 Contractor-Supplied Materials

12.2.1 The Contractor shall procure all Materials required for the Works under this Contract. The Materials shall be new and shall conform to the requirements and specifications provided in the Contract. In the absence of specific requirements or specifications in the Contract, Materials shall be subject to approval by the Employer.

12.2.2 The Employer shall approve or reject the Materials within fourteen (14) days of submission. In the event the Employer does not exercise their approval right within this period, the Materials shall conform to standards generally accepted in international industry practice and be suitable for projects of similar character, size, and complexity.

12.2.3 The Contractor shall arrange for appropriate warranties to be procured and enforceable by the Employer with respect to all Materials. In the event that Materials are supplied which are not in accordance with specifications included in Contract and such non-compliance is approved by the Employer, the Contractor shall arrange for reasonable and practical additional warranties, cost of which shall be borne by the Contractor. These warranties shall be enforceable by the Contractor during the Contract period and by the Employer after issuance of the Completion Certificate or after Contract termination.

12.2.4 If, in the reasonable opinion of the Employer, any item of Material is not, or is no longer, in accordance with requirements of specifications set forth in the Contract, the Contractor shall, at option of the Employer, either make adequate repairs or arrange for immediate replacement of such Material. If, in reasonable opinion of the Employer, execution of Works is

slowed down or delayed due to insufficient or below-standard Material, the Contractor shall be liable for all resulting costs, including providing necessary additional Material at no additional cost to the Employer.

12.3 Contractor-Supplied Equipment

12.3.1 The Contractor shall supply, at its own expense, all necessary Construction Equipment required for the execution of the Works at the Site. Such equipment shall conform to the specifications and requirements set forth by the Employer in the Contract or, if no such specifications exist, shall be subject to the Employer's approval. Preference shall be given to the use of locally available equipment, provided it is competitive in terms of price, safety, quality, delivery time, and other relevant criteria.

12.3.2 All Construction Equipment provided by the Contractor, upon being brought to the Site, shall be deemed intended exclusively for the construction of the Works. The Contractor shall not remove any major items of Construction Equipment from the Site without the prior written consent of the Employer.

12.3.3 If, in the opinion of the Employer, any item of Construction Equipment is deemed unsuitable, or no longer suitable, for the intended purpose, the Contractor shall, at no additional cost to the Employer and at the Employer's option, either repair the equipment adequately or arrange for its immediate replacement. If, in the opinion of the Employer, the Contractor fails to adhere to the Programme due to the inadequacy of the Construction Equipment, the Contractor shall be liable for all resulting costs, including providing any necessary additional Construction Equipment at no extra cost to the Employer.

12.3.4 In the event that the Contractor is required to carry out any rectification, modification, or maintenance work on the equipment at the Site, the Contractor shall ensure that such work is performed in accordance with the relevant manufacturer's instructions, under proper supervision, and using original manufacturer's replacement parts.

12.4 Import and Export of Equipment and Materials

12.4.1 The Contractor shall import all equipment and Materials in accordance with the rules and regulations for importation into the Sultanate of Oman. The Contractor shall specify and obtain all necessary information from Manufacturers for the export and subsequent import and use of the equipment and Materials in the Sultanate of Oman.

12.4.2 The Contractor shall, in accordance with Section 4 (*Scope of Works/Employer's Requirements and LC*) and Section 6 (*Contract Management Procedures*), be responsible for the procurement, timely shipment, importation, clearance, handling, off-loading, storage, and transportation to Site, including receipt, storage, preservation, and issue to Other Contractors, and reconciliation of the Materials and equipment.

12.5 Ownership and Duty of Care

12.5.1 In the event that the Contractor is required to perform any rectification, modification, or maintenance Works at the Site, the Contractor shall ensure that such Works are carried out in accordance with the related Manufacturer's instructions, supervision, and using the original Manufacturer's replacement parts.

12.5.2 All Materials supplied by the Contractor or any Subcontractor shall, upon being paid for by the Employer or upon delivery to the Site, whichever occurs earlier, become the unencumbered property of the Employer but shall remain in the Contractor's care and custody. The Contractor shall be liable for any loss of or damage to all Materials while in the Contractor's care and

custody. For the purpose of this Clause, the Site shall be deemed to include on board ship and other forms of transportation within Oman.

12.5.3 The Contractor shall ensure that all Materials and equipment are free from all liens and/or retention of title claims from any Third Party.

12.5.4 Title in any equipment, Materials, and supplies provided by the Contractor which do not comply with the requirements of the Contract and which are rejected by the Employer shall re-vest immediately in the Contractor.

12.5.5 Title in Materials which comply with the requirements of the Contract and which have not been rejected by the Employer but for which no payment has been made by the Employer and which are no longer required for the purposes of the Contract shall re-vest in the Contractor.

CLAUSE 13. INSPECTION AND TESTING

13.1 General

13.1.1 The Employer, or an appointed third party on behalf of the Employer, shall have the right, but not the obligation, at any time to inspect, test, and examine the Materials to be furnished by the Contractor or any Subcontractor, any item of Construction Equipment, as well as the Works or any part thereof. No such inspection, testing, and examination shall relieve the Contractor from its obligations under the Contract.

13.1.2 The Contractor shall only obtain inspections and certifications as required in the Contract from inspection companies approved by the Employer. The Employer shall provide the Contractor with a list of approved inspection companies, if any, at the Contractor's request.

13.1.3 The Employer shall at all reasonable times have full access to all parts of the Site and the Works and shall be entitled to examine, inspect, measure, and test the Materials, Construction Equipment, and Works performed by the Contractor.

13.2 The Employer’s right to reject

13.2.1 The Employer shall have the right to reject any or all Materials, Construction Equipment, or any part of the Works that does not conform to the Contract. The Contractor shall promptly remove any such rejected Materials and Construction Equipment from the Site and replace or, in the case of Work, re-perform same at no cost to the Employer. Failure of the Employer to reject any Work, Materials, or Construction Equipment shall not prejudice the Employer from subsequently disapproving it.

13.2.2 Any Works performed by the Contractor in connection with inspection, testing, examination, or rejection shall not entitle the Contractor to any revision of the Programme or the Completion Date, or of the Contract Price.

13.3 Covering up and uncovering

13.3.1 The Contractor shall afford full opportunity for the Employer to examine any part of the Works which is about to be covered up or put out of view. The Contractor shall notify the Employer in writing whenever any such part of the Works is ready or about to be ready for examination and the Employer shall without unreasonable delay attend for the purpose of examining any part of the Works. The Contractor shall supply all Construction Equipment reasonably required to allow the Employer to exercise its rights under this Clause.

13.3.2 Without prejudice to Clause 13.3.1, the Contractor shall uncover any part of the Works or make openings in or through it as the Employer from time to time reasonably directs and shall reinstate such Works to the standard required by the Contract if such Works do not comply with the requirements of the Contract.

13.3.3 If any part of the Works has been covered up or put out of view after compliance with the requirements of Clause 13.3.1 but is subsequently uncovered or opened pursuant to Clause 13.3.2 and is found to be executed in accordance with the Contract, the cost of uncovering, making openings in or through, and reinstating such Works shall be borne by the Employer. In any other case, such costs shall be borne by the Contractor.

13.4 Testing

13.4.1 The Contractor shall at its own cost carry out or cause to be carried out all examinations, tests, and measurements which are specified in the Contract or which may reasonably be required by the Employer to determine the quality or quantity of any Materials supplied or any part of the Works performed by the Contractor. The Contractor shall be responsible for providing all apparatus, equipment, materials, the Contractor's Personnel, instruments, consumables, fuel, electricity, and other things necessary for the completion of the examinations, tests, and measurements specified in the Contract or reasonably required by the Employer.

13.4.2 The Employer shall be entitled to attend such examinations, tests, and measurements performed by the Contractor as required under the Contract, and the Contractor shall provide at least seven (7) Days' written notice to the Employer prior to undertaking such examinations, tests, and measurements.

13.4.3 The Contractor shall provide the Employer with reports of examinations, tests, and measurements performed in accordance with the Contract. Without prejudice to Sub-Clause 13.2 (*The Employer's Right to Reject*), the Employer shall then approve or request further tests be undertaken by the Contractor to ensure compliance with the terms of the Contract or instruct the Contractor to investigate any defects in accordance with Sub-Clause 13.5 (*Search for cause of defects*).

13.4.4 The Contractor shall, as and when required, supply such samples of Materials as may be selected by the Employer for testing before the Materials are incorporated into the Works. All samples shall be supplied by the Contractor at its own cost if the Contract provides that it shall so supply them.

13.4.5 If any test is ordered by the Employer which either:

(a) the Contract does not provide for or may not reasonably be inferred from the Contract to be required; or

(b) though provided for, is ordered by the Employer to be carried out by an independent person at any place other than the Site or the place of manufacture or fabrication of the Materials tested,

then the costs of and incidental to the test shall be borne by the Contractor if the test shows the workmanship performed or Materials supplied by the Contractor not to be in accordance with the provisions of the Contract. Otherwise, the costs shall be borne by the Employer.

13.5 Search for cause of defects

13.5.1 The Contractor shall, if and when instructed by the Employer, investigate and search under the direction of the Employer for the cause of any defect, imperfection, or fault appearing during the inspection and testing of the Works or during the Defects Liability Period or at any other

reasonable time during the progress of the Works. If such defect, imperfection, or fault is found to be the result of the Contractor's actions or failure to comply with the Contract, the cost of all investigation and searching shall be borne by the Contractor. The Contractor shall, in such case, repair, rework, rectify, and make good such defect, imperfection, or fault at its own expense. In addition, the Contractor shall not be entitled to an extension of time pursuant to Sub-Clause 8.5 (*Extension of Time*) for the duration of the search period or the repair period for such defects.

13.5.2 If such defect, imperfection, or fault is found not to be the result of the Contractor's actions or failure to comply with the Contract, the cost of the investigation and search shall be borne by the Employer. Any repairs or rework necessary to rectify and make good such defect, imperfection, or fault shall also be borne by the Employer.

CLAUSE 14. SUBSTITUTION, SUSPENSION AND TERMINATION

14.1 Right of Substitution

14.1.1 If, in the opinion of the Employer, any Works or remedial action is required for one or more of the following reasons:

(a) as a result of an emergency;

(b) to ensure the progress of the Works in accordance with the Contract;

(c) to remedy the Contractor’s default; or

(d) to facilitate the progress of Works or services being performed by other contractors,

the Employer shall promptly after the occurrence of any such event described above, notify the Contractor. Such notice shall be confirmed in writing no later than three (3) workings days after initial notification if written notice was not provided initially.

14.1.2 If the Contractor is unable, unwilling, or unreasonably delays in executing such Works or remedial action, the Employer may:

(a) carry out the Works or remedial action itself; or

(b) engage other contractors or Third Parties to carry out any necessary Works or remedial action, and utilize necessary construction equipment for such purposes. In such cases, the Employer shall operate the Construction Equipment and be liable for any loss of or damage to it. The Employer shall notify the Contractor in writing of its intention to exercise these rights.

14.1.3 If the Works or remedial action carried out by the Employer were the Contractor's responsibility:

(a) the Employer shall not pay the Contractor for those Works; and

(b) the Contractor shall be liable for any costs reasonably incurred by the Employer, including costs for Works performed by Third Parties or other contractors, which exceed the costs that would have been payable by the Employer if the Contractor had fulfilled its obligations. Such costs shall become a debt due and payable by the Contractor upon written demand from the Employer.

14.2 Suspension of the Works

14.2.1 The Employer may instruct the Contractor to suspend the Works or any part thereof by means of a formal notice (hereinafter referred to as "**Suspension Notice**"). The Contractor shall cease work on the specified part of the Works from the date stated in the notice, while continuing to perform any unsuspended portions. During suspension, the Contractor shall adequately protect and secure the suspended Works as is deemed necessary in the opinion of the Employer.

14.2.2 The Employer shall reimburse the Contractor for all reasonable and substantiated direct costs incurred in complying with the suspension, excluding indirect costs, loss of profit, and overheads, subject to a maximum total reimbursement of five percent (5%) of the Contract Price in aggregate, except where the suspension is:-

(a) necessitated by Force Majeure;

(b) required for the proper execution of the Works or any part thereof;

(c) attributable to negligence, error, or default on the part of the Contractor or Subcontractors;

(d) necessary for the health, safety, or protection of the Employer, the Contractor's Personnel, Third Parties, Works, the Employer's property, or the environment; or

(e) otherwise stipulated in the Contract.

14.2.3 If the suspension is not attributable to negligence, error, or default of the Contractor or Subcontractors:

(a) the Employer shall grant the Contractor a reasonable extension of time to the Completion Date as per Sub-Clause 8.5 (*Extension of time*) and costs reasonably incurred during the suspension period, subject to adequate documentation from the Contractor verifying these costs; and

(b) should the cumulative duration of suspensions exceed six (6) months or a single suspension extend beyond six (6) months, the Contractor shall have the right, at its discretion, to request termination of he Contract.

14.2.4 The Employer may, at any time, instruct the Contractor to resume the suspended part of the Works by notifying them of the specific portion and the effective date of suspension withdrawal. The Contractor shall promptly resume work upon receipt of such instruction.

14.3 Termination of the Contract

14.3.1 The Employer may terminate the Contract under the following circumstances:

(a) **Default by Contractor**

If the Contractor fails, refuses, or is unable to perform any part of the Works as required by the Contract, the Employer may issue a Default Notice (hereinafter referred to as "**Default Notice**") specifying the details of the failure. If, within five (5) Working Days of receiving the Default Notice, the Contractor does not commence or continuously proceed with satisfactory corrective action, the Employer may issue a Termination Notice (hereinafter referred to as "**Termination Notice**") with immediate effect, without prejudice to other rights under the Contract.

(b) **Contractor's Bankruptcy**

If the Contractor is adjudged bankrupt, applies for a moratorium of payments, or faces legal measures impairing control over its assets, the Employer may terminate the Contract with immediate effect.

(c) **Improper Business Conduct**

If the Contractor, any Subcontractor, or Contract personnel violate business ethics or conflict of interest obligations as per **Clause 22 (***Business Ethics and Principles***)**, the Employer may terminate the contract immediately.

(d) **Force Majeure**

Termination may occur under Clause 23 (*Force Majeure*) with immediate effect.

(e) Local Content (LC)

Termination may be triggered based on the Contractor's failure to meet the Local Content (LC) requirements as mandated by Law. If, after twenty-one (21) days following notice from the Employer, the Contractor remains non-compliant with these legal requirements, the Employer reserves the right to terminate the Contract immediately.

(f) Failure to achieve Completion Date

The Employer may terminate the Contract if the Contractor fails to complete the Work within thirty (30) days after the Completion Date specified in Section 1 (*Form of Agreement*), subject to any extensions of time granted to the Contractor by the Employer in accordance with the terms of this Contract.

(g) **Termination for Convenience**

The Employer may terminate the Contract at any time for its convenience by issuing a Termination Notice effective either immediately or after completion of specified ongoing Works.

14.3.2 The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

14.3.3 Upon receipt of a Termination Notice, the Contractor shall:

(a) immediately terminate Works as specified;

(b) assign to the Employer or its nominee all rights, titles, and benefits under subcontracts related to the Works;

(c) deliver any relevant Construction Equipment, Materials, documents, or data as directed by the Employer; and

(d) facilitate the Employer or its nominee in assuming the Contractor's position with minimal disruption.

14.3.4 Upon termination, the Employer reserves the right to complete the Works and may engage other entities for this purpose. The Employer and these entities are authorized to utilize any Goods, the Contractor's Documents, and other design documents created by or on behalf of the Contractor.

14.3.5 Following completion of the Works by the Employer or its appointed entities, the Employer shall notify the Contractor that the Contractor's Equipment and Temporary Works will be made available for removal at or near the Site. The Contractor shall promptly arrange for their removal at the Contractor's risk and expense.

14.3.6 If, at the time of removal, the Contractor has failed to make a payment due to the Employer, the Employer reserves the right to sell the Contractor's Equipment and Temporary Works to recover the outstanding payment. Any proceeds from such sale exceeding the unpaid amount shall be paid to the Contractor.

14.4 Amounts payable on Termination

14.4.1 If the Employer terminates the Contract the following payments shall be made to the Contractor:

(a) the value of the Works satisfactorily completed as per the Contract up to the termination date, plus any other amounts due or reimbursable under the Contract, less any part of the Contract Price previously paid by the Employer to the Contractor and less any amounts due or owing by the Contractor to the Employer;

(b) the cost incurred by the Contractor for demobilizing Construction Equipment and the Contractor’s Personnel;

(c) reasonable cancellation charges incurred by the Contractor for terminating any subcontract or Working Order;

(d) all costs incurred by the Contractor in preserving and protecting the Works in progress, Materials, or Construction Equipment, whether in transit or at the Site, and all other direct costs related to closing out the Works; and

(e) an early termination fee if specified in the Contract.

14.4.2 The total payment to the Contractor under this Clause and any previous amounts paid by the Employer shall not exceed the Contract Price.

14.4.3 The Employer reserves the right to sell the Contractor's Equipment and Temporary Works to recover any outstanding payments due at the time of termination. Proceeds from such sale exceeding the unpaid amount shall be paid to the Contractor.

14.4.4 It is expressly agreed that no payments other than those specified above shall be made by the Employer, including compensation for lost opportunity or loss of profit.

14.4.5 If termination occurs due to default of the Contractor, bankruptcy, improper business conduct, or Local Content (LC), the Contractor shall not be entitled to any payment as per Sub-Clause 14.4.1 above. Additionally, the following costs shall be borne by the Contractor:

(a) costs related to external audit and certification of actual costs by auditors appointed by the Employer;

(b) costs incurred by the Employer to complete the Works exceeding the Contract Price; and

(c) any costs, losses, or damages suffered by the Contractor due to discontinuation or termination of the Works, except as provided in this Clause.

14.4.6 If the amount of Contract Price previously paid to the Contractor exceeds the total amount payable as per this Clause, after deduction of any amounts due to the Employer, the Contractor shall repay the excess to the Employer within thirty (30) days of receipt of a specified invoice. Failure to do so may result in the Employer calling on the Performance Bond.

14.5 Suspension by the Contractor

14.5.1 If the Employer fails to make payment in accordance with Sub-Clause 15.5 (*Interim Payments*) within sixty (60) days of the issuance of an Interim Payment Certificate, the Contractor may issue a written notice to the Employer stating the Contractor's intention to suspend performance of all or part of its obligations under the Contract.

14.5.2 If the Employer fails to remedy such non-payment within sixty (60) days after the date of such notice, the Contractor shall be entitled to issue a second notice specifying the effective date of suspension, which shall be no earlier than seven (7) days after the date of the second notice.

14.5.3 The Contractor shall not suspend any part of the Works if the Employer makes the overdue payment prior to the expiry of the sixty (60) day period referred to in Sub-Clause 14.5.2. In such case, the notice issued under Sub-Clause 14.5.1 shall be deemed withdrawn and of no effect.

14.6 Termination by the Contractor

14.6.1 The Contractor shall have the right to terminate the Contract only in the following circumstances:

(a) If the Employer becomes insolvent or bankrupt, or enters into any arrangement with its creditors, or is subject to liquidation or similar proceedings under the applicable Law;

(b) If the Employer has suspended the Works under Sub-Clause 14.2 (*Suspension of the Works*) and such suspension continues for a continuous period of six (6) months.

14.6.2 If the Contractor becomes aware of the occurrence of any event referred to in Sub-Clause 14.6.1(a), the Contractor may issue a written notice to the Employer stating its intention to terminate the Contract. The notice shall specify the relevant grounds and shall allow a period of fourteen (14) days from the date of the notice. If, upon expiry of the fourteen (14) day period, the Employer has not provided satisfactory evidence that the event referred to in Sub-Clause 14.6.1(a) has been withdrawn, remedied, or otherwise resolved to the Contractor's reasonable satisfaction, the Contractor may issue a second notice formally terminating the Contract with immediate effect.

14.6.3 If the Works or a substantial part thereof have been suspended by the Employer under Sub-Clause 14.2 (*Suspension of the Works*), and such suspension has continued for an uninterrupted period of six (6) months, the Contractor may issue a written notice to the Employer stating its intention to terminate the Contract under Sub-Clause 14.6.2(a), due to the prolonged suspension. If the Employer does not resume the Works or instruct the Contractor to resume the Works within twenty-eight (28) days from the date of such notice, the Contractor may issue a second notice terminating the Contract. The termination shall take effect upon issuance of the second notice.

14.6.4 Upon termination of the Contract by the Contractor under Sub-Clause 14.6.21(a) or 14.6.1(b), the Contractor shall be entitled to payment in accordance with Sub-Clause 14.4 (*Amounts Payable on Termination*).

14.7 Survival of terms and conditions

14.7.1 Termination of the Contract shall not relieve the parties of any continuing rights, obligations, and liabilities under the Contract, including but not limited to the clauses (Right to Audit, Liabilities and Indemnification, Ownership Patents and Proprietary Rights, Confidentiality, and Claims and Dispute Resolution). These clauses shall continue to be binding on the parties in the event of the early termination of the Contract.

CLAUSE 15. RATES AND PRICES AND PAYMENT

15.1 The Contract Price

15.1.1 The Contract Price is as stated in Section 1 (Form of Agreement) and further detailed in Section 5 (Schedule of Rates/Prices), which specifies whether the price is established on a lump-sum basis, based on measurable quantities, or on any other agreed basis. Where the price is based on measurable quantities, Section 5 (Schedule of Rates/Prices) shall define the approved method of measurement. The Contract Price shall be subject to adjustments only as expressly provided in the Contract. The Contractor shall be responsible for all taxes, duties, and fees incurred under the Contract, and the Contract Price shall not be adjusted for such costs, except as specifically provided in Sub-Clause 16.6 (Change in Law).

15.1.2 Except as otherwise provided in Sub-Clause 16.6 (Change in Law), the Contractor shall be solely responsible for all taxes, duties, and fees arising in connection with the performance of the Contract, and no adjustment to the Contract Price shall be made on account of such costs. The Contract Price shall only be adjusted in accordance with the provisions of this Contract.

15.1.3 Unless expressly stated otherwise in the Contract, all resources, Materials, equipment, Temporary Works, personnel, and services required for the performance of the Works, as well as any costs, expenses, or liabilities incurred by the Contractor in fulfilling its obligations, shall be deemed to be included in the Contract Price. The Contractor shall be solely responsible for all such costs, except where the Contract explicitly assigns specific obligations to the Employer to be carried out at the Employer's cost.

15.2 Advance payment

15.2.1 The Employer, if applicable, shall provide an advance payment, treated as an interest-free loan for mobilization purposes, upon the Contractor submitting a guarantee as specified in this Clause and detailed in Appendix 1 of Section 1 (*Form of Agreement*) or Section 2 (*Particular Conditions*). In the absence of specific details in Appendix 1 of Section 1 (*Form of Agreement*) or Section 2 (*Particular Conditions*):

(a) the provisions of this Clause shall not apply if the amount of the advance payment is unspecified;

(b) there shall be a single instalment if the number and timing of instalments are unspecified; and

(c) the amortization rate for repayments shall be calculated by dividing the total advance payment by the Contract Price stated in the Section 1 (*Form of Agreement*).

15.2.2 The Employer shall disburse the first instalment after receiving:

(i) an application under Sub-Clause 15.3 (I*nterim payment application*);

(ii) the Performance Bond as per Sub-Clause 3.16 (*Performance Bond*); and

(iii) a guarantee equal to the advance payment amount, issued by a first-class bank in Oman. Until the Employer receives this guarantee, this Clause shall not apply.

15.2.3 The Contractor shall ensure the guarantee remains valid and enforceable until full repayment of the advance payment, with progressive reduction based on repayments made. Should the guarantee specify an expiry date and the advance payment remains unpaid twenty-eight (28) days before that date, the Contractor shall extend its validity until full repayment is achieved. If the Contractor fails to extend the guarantee as required, the Employer shall have the right to encash the guarantee for the outstanding balance of the advance payment. Repayment of the advance payment shall occur through proportional deductions in interim payments, applying the amortization rate specified in Section 2 (Particular Conditions).

15.2.4 These deductions shall be applied to the amount due excluding the advance payment, and repayments, until full repayment is accomplished. If the advance payment remains outstanding upon issuance of the Completion Certificate for the Works or prior to termination under Sub-Clause 14.3 (*Termination* of the Contract), or Clause 23 (*Force Majeure*) the entire outstanding balance shall become immediately due and payable by the Contractor to the Employer.

15.3 Interim payment application

15.3.1 The Contractor shall submit to the Employer a statement following the end of the payment period specified in the Contract (or monthly if not specified), using a form approved by the Employer. This statement shall detail the amounts the Contractor believes are owed, along with any supporting documents. The statement shall include the following items, expressed in the Contract Price currencies, in the following order:

(a) the estimated contract value of completed Works and the Contractor's Documents produced up to month-end, including Variations but excluding items listed in subparagraphs (b) to (f) below;

(b) adjustments for changes in Law per Sub-Clause 16.6 (*Change in Law*);

(c) adjustments for the advance payment, including repayments per Sub-Clause 15.2 (*Advance Payment*);

(d) any other additions or deductions due under the Contract or otherwise, including those under Clause 24 (*Claims and Dispute Resolution*); and

(e) deductions for amounts included in previous statements.

15.3.2 The Contractor shall provide definitive proof that payments to Subcontractors have been made for the immediately preceding payment cycle when submitting any new payment application. The Employer reserves the right to withhold processing of the current payment application until such definitive proof of payment is provided to the Employer's satisfaction.

15.4 Interim Payment Certificate

15.4.1 Upon receipt of the interim payment application, the Employer shall promptly review the application. Within twenty-one (21) days of receipt, the Employer shall either notify the Contractor of any required changes or amendments or, if no changes are required, issue an interim payment certificate (the "**Interim Payment Certificate**"). Upon receipt of a correctly

prepared and adequately supported invoice, whether initially submitted or corrected as applicable, the Employer shall issue the Interim Payment Certificate.

15.4.2 The Employer shall not issue any Interim Payment Certificate if any of the following conditions exist:

(a) the Performance Bond has expired and has not been renewed in accordance with Sub-Clause 3.16 (*Performance Bond*);

(b) the advance payment guarantee has expired and has not been renewed in accordance with Sub-Clause 15.2 (*Advance Payment*); or

(c) the Contractor is in breach of any material obligation under the Contract, and the Employer has notified the Contractor of such breach in writing, and the Contractor has failed to rectify the breach within the time specified in the notice.

15.4.3 If the Employer withholds an Interim Payment Certificate pursuant to this Clause, the Employer shall notify the Contractor in writing, specifying the reasons for withholding the certificate and the steps required to rectify the issue.

15.4.4 Once the Contractor has remedied the issue(s) giving rise to the withholding of the Interim Payment Certificate, the Employer shall issue the withheld certificate without undue delay, provided that all other conditions for the Interim Payment Certificate under the Contract have been satisfied.

15.4.5 The withholding of an Interim Payment Certificate under this Clause shall not prejudice any other rights or remedies available to the Employer under the Contract or at law.

15.5 Interim Payments

15.5.1 The Employer to make payment within sixty (60) days of issuance of Interim Payment Certificate.

15.5.2 All payments from the Employer to the Contractor shall be executed via bank transfer to the Contractor's nominated bank account. The Contractor's nominated account must be registered in the name of and solely owned by the Contractor.

15.5.3 If any payments in the Interim Payment Certificate are disputed by the Employer, the Employer shall only be obligated to make payment of the undisputed amount within the stipulated period of sixty (60) days.

15.5.4 Any payments made by the Employer to the Contractor under this Clause shall be deemed as payments on account only and shall not:

(a) constitute evidence of the value of the Work performed or confirm that the Work has been satisfactorily completed in accordance with the Contract;

(b) be considered an admission of liability; or

(c) imply Approval or acceptance by the Employer of the Contractor's performance or compliance with the Contract.

15.6 Final Account

15.6.1 Within twenty-one (21) days after receiving the Final Completion Certificate, the Contractor shall submit a final statement, along with supporting documents, to the Employer. This statement, in a form approved by the Employer, shall detail:

(a) the value of all work completed in accordance with the Contract; and

(b) any additional sums claimed by the Contractor under the Contract or otherwise,

and this submission shall be referred to as the "**Final Statement**".

15.6.2 Upon receipt of the Final Statement, the Employer shall promptly review the submission. Within twenty-one (21) days of receipt, the Employer shall notify the Contractor if any revisions, clarifications, or additional supporting documents are required. If the Final Statement is resubmitted, the Employer shall review it in the same manner and may, if necessary, request further revisions or clarifications. The Employer shall issue the Final Payment Certificate only upon acceptance of a correctly prepared and adequately supported Final Statement, in accordance with the terms of the Contract.

15.6.3 The Employer shall make payment within sixty (60) days of the issuance of the Final Payment Certificate, provided that the Contractor submits a written undertaking stating that any payment made against the Final Payment Certificate constitutes full and final settlement of all monies owed under or related to the Contract.

15.7 Right to Set-Off

15.7.1 The Employer shall retain the right to set-off against any payment due or becoming due to the Contractor under the Contract, subject to a claim being made by the Employer Sub-Clause 2.6 (*The Employer's Claims*). This includes offsetting any amounts owed or payable by the Contractor to the Employer or recoverable by the Employer from the Contractor under the Contract.

15.7.2 If the Employer incurs costs that are recoverable from the Contractor under the provisions of the Contract, the Employer may claim these costs from the Contractor, in accordance with the claim procedure set out in Sub-Clause 2.6 (*The Employer's Claims*).

CLAUSE 16. DUTIES AND TAXES

16.1 Contractor's Responsibilities

16.1.1 The Contractor shall, in accordance with the provisions of this Clause, be liable and responsible for:

(a) the payment of all rentals, royalties, fees, taxes, duties, levies, charges, surcharges, withholdings, import or export duties, authorisations, approvals, permits, consents, deductions, statutory payments and contributions, and any interest, fines, or penalties thereon for which the Contractor is liable. This includes those imposed by any Competent Authority in the country where the Works are performed or any other country, relating to or calculated by reference to the income, profits, assumed profits, capital gains, turnover, or supply arising directly or indirectly from the performance of the Works;

(b) the payment of all taxes, withholdings, deductions, contributions, and other levies in the nature of social security, insurance, unemployment, and similar payments, including any interest, fines, or penalties thereon. These are in respect of wages, salaries, and all other remuneration or compensation paid directly or indirectly to the Contractor's Personnel in the performance of the Contract in the country where the Works are performed or any other country which are assessed or levied on the Contractor or are assumed by the Contractor;

(c) the payment of all customs, stamp, and excise duties, taxes, levies, and charges, including clearing and brokerage charges and any interest, fines, and penalties thereon. These are assessed, charged, or levied by any Competent Authority in respect of the import or export of any property of the Contractor or the Contractor's Personnel, including any Materials directly or indirectly related to the performance of the Works but not forming part of the Permanent Works; and

(d) ensuring that any subcontract contains the terms and conditions of this Clause.

16.1.2 The Employer shall not be liable for any taxes related to services and purchases.

16.2 Tax on Payments

16.2.1 If any payments under the Contract are subject to value-added tax, goods and services tax, sales tax, or a similar levy chargeable upon the supply of goods and services, the appropriate amount of such tax will be shown as a separate item on the invoice.

16.2.2 Where, under the provisions of any applicable Laws, the Employer is required to deduct or withhold any amount, whether as tax, fee or otherwise, the Employer shall deduct or withhold the specified amount or rate from any amount payable to the Contractor. The Employer shall pay over or deal with any amount so deducted or withheld in accordance with the provisions of the applicable Laws providing for the deductions. Where the Employer makes any such deduction or withholding, the Employer shall provide the Contractor with official written receipts or other evidence in respect of such deduction or withholding. In the event that the Employer does not provide such receipt or evidence and the Contractor is required to pay such tax, the Employer shall reimburse the Contractor such amounts on demand.

16.3 Compliance with Laws, Permits, and Regulations

16.3.1 The Contractor shall observe and abide by and shall ensure that all Subcontractors and the Contractor's Personnel observe and abide by, all applicable Laws, as well as rules and regulations of any Competent Authority, and with the conditions of any authorisations, approvals, permits, licenses, consents, and clearances relating to the Works whether held by the Contractor or the Employer.

16.3.2 The Contractor shall be fully responsible for obtaining without delay such authorisations, approvals, permits, consents, import and other licenses that are necessary for the performance of the Works and shall be responsible for ascertaining whether any such necessary documentation is held by the Employer.

16.3.3 The Contractor shall, in all operations conducted with respect to performance of the Contract, ensure that no violation of, or infringement upon, any rights of its employees or Third Parties takes place.

16.4 Export Control

16.4.1 The Contractor shall comply with all applicable Laws and restrictions governing the export and re-export of goods, technology, Software, and/or services. The Contractor is put on notice that the Employer may include Technical Information of United States and European Union origin and/or of other countries applying export control restrictions. The Contractor represents that it is the end recipient of such information supplied under this Contract, and that the information is for civil use only. The Contractor shall satisfy itself of the legal requirements and shall obtain at its own cost any export or import licenses which may be required in connection with the supply and use of Technical Information under this Contract. Nothing in this Contract shall be construed as a requirement or an agreement to require the Contractor, its affiliated and related entities, or its Subcontractors to perform acts which are a violation of or penalized under any applicable export control legislation.

16.4.2 The Contractor shall not, without the prior written consent of the Employer, provide or permit the provision of any Contractor's Personnel who are subject to restrictions under embargo regulations that may be applicable to the Works. This includes those of dual or temporary nationality. It is the Contractor's responsibility to inform itself of the current status of the relevant regulations as well as the nationality of the Contractor's Personnel by reference to the list of embargoed countries provided by such regulations.

16.5 Change in Law

16.5.1 If, as a result of any change in Law taking effect in Oman after the Effective Date of the Contract, which could not have been foreseen by the affected Party at the time of entering into the Contract, the cost of performing the Contract either increases or decreases by an amount equal to two percent (2%) or more of the Contract Price paid in the previous year (or, in the first year, where the change occurs in the first year of the Contract), then:

(a) if the Contractor is the affected Party, the Contractor shall give notice to the Employer within twenty-one (21) days of the date such change in Law takes effect, together with particulars substantiating the change in cost, and any such claim shall be determined in accordance with Sub-Clause 2.5 (Determinations);

(b) if the Employer is the affected Party, the Employer shall proceed in accordance with Sub-Clause 2.6 (Employer's Claims) to claim any corresponding reduction in the Contract Price;

(c) if applicable, any extension of the Completion Date arising from such change in Law shall be determined in accordance with Sub-Clause 8.5 (Extension of Time);

16.5.2 For the avoidance of doubt, changes in Law relating to corporation, income, or profit tax are excluded from this Sub-Clause.

16.6 Public Relations

16.6.1 The Contractor shall maintain, and shall cause its Subcontractors to maintain, good relations with any government body concerned. The Contractor shall make all reasonable efforts to maintain goodwill among the local authorities, including the Walis and the local Sheikhs, and with the Omani people.

CLAUSE 17. RIGHT TO AUDIT

17.1 The Employer's Right to audit

17.1.1 For the purpose of reviewing and verifying the Works performed, the ability of the Contractor to further perform the Works and for any other reasonable purpose, the Employer or its authorised representatives, shall have access at all reasonable times to all documents, personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of both the Contractor and any Subcontractor pertaining to the Works.

17.1.2 The Employer or its authorised representatives shall have sufficient access to any rates or information to satisfy themselves that no Works that are supposed to be included in the Rates is invoiced as directly reimbursable costs and that all the Works that is required to be provided in the Rates of the Contractor are so provided. If any costs are in dispute and the Contractor refuses to provide access, such costs shall be deemed to be included in the Rates and shall not be allowable as reimbursable costs.

17.1.3 The Employer or its duly authorised representatives shall have the right to reproduce or copy and retain copies of any of the aforesaid documents.

17.1.4 Where the Contractor fails to provide access to the information specified above, the Employer reserves the right to withhold any payments that may otherwise be due, or become due, to the Contractor under the Contract.

17.1.5 Findings resulting from audits as stated above may result in retroactive adjustment of the Contractor's entitlement to sums claimed for payment, or sums paid by the Employer to the Contractor, and may entitle the Employer to set-off any sums which have been overpaid to the Contractor against sums which may be or may subsequently become due to the Contractor under the Contract.

17.1.6 The above audit rights of the Employer shall continue for a period of seven (7) years after either the Completion of the Works or after termination of the Contract, if earlier, and the Contractor shall preserve and shall cause its Subcontractors to preserve all documents for the same period.

17.2 Technical, safety and environmental audits

17.2.1 The Employer shall have the right to subject all or part of the Contractor's or Subcontractor's Facilities, Materials, Construction Equipment, the Contractor's Personnel and Subcontractor's Personnel employed and operations undertaken in the performance of the Works, to technical, safety and environmental audits as considered necessary by the Employer.

17.3 Audit of Subcontractors

17.3.1 The Contractor shall cause its Subcontractors to grant the Employer the audit rights set out in this Clause.

17.4 Disclosure of Secrets

17.4.1 Nothing in this Clause shall require disclosure of the Contractor's or Subcontractor's trade secrets or proprietary information without the Employer signing a secrecy agreement limited to non-disclosure of any such trade secrets or proprietary information.

CLAUSE 18. INSURANCE

18.1 General Insurance Obligations

18.1.1 The Contractor shall, at its own expense, procure and maintain throughout the Contract term the insurances specified in this Clause. These insurances shall be issued by reputable insurance companies licensed in the Sultanate of Oman and in compliance with the requirements of the Contract, to the reasonable satisfaction of the Employer. The Employer shall not unreasonably object to the Contractor's choice of insurers.

18.1.2 The Contractor must ensure that all insurances (including insurances provided by Sub-Contractors) excluding the Employer's liability insurance/workmen's compensation, include the Employer, the Employer's group, and their respective Affiliates as co-insureds. Underwriters must waive any rights of recourse, including subrogation rights, against the Employer and its Affiliates, and the Contractor's Group, to the extent of the liabilities assumed by the Contractor under the Contract. Additionally, these insurances must provide the Employer with at least thirty (30) days' notice of any cancellation or material change to the policy. This Clause does not limit the Contractor's liability under the Contract.

18.1.3 The insurances shall comply with all applicable Laws in the Sultanate of Oman, where the Works are to be executed, and shall include:

(a) Construction All Risks (CAR) Insurance: The Contractor shall maintain CAR insurance to cover legal liabilities, loss of, or damage to, the Works, Materials, and the Contractor's existing property. The minimum coverage under this policy shall be equivalent to the Contract Price and shall remain valid until the issuance of the Final Completion Certificate. The CAR insurance shall also cover any risks associated with the construction and the execution of the Works, including the Contractor's property and materials on site.

(b) The Employer's liability/workmen's compensation insurance: Covering personal injury or death of the Contractor's employees engaged in the Works to the minimum extent required by Law;

(c) General third-party liability insurance: Covering incidents related to the Contractor's operations under the Contract in accordance with applicable Law;

(d) Third-party and passenger liability insurance: Including other motor insurance as mandated by local jurisdictions; and

(e) Storage/transit/cargo insurances: Covering Materials and Construction Equipment procured by the Contractor until delivery at Site areas.

18.2 Subcontractor Insurance Provisions

18.2.1 The Contractor shall ensure that Subcontractors maintain insurance provisions consistent with the Contract requirements to avoid duplicate coverage. Before commencing shipment of equipment or Materials or initiating Works at the Site, the Contractor and its Subcontractors must provide proof of the required insurances in force to the Employer. Compliance with all the Employer and insurer requirements, including maximum value concentrations, reporting, and claims procedures, is mandatory before commencing these activities.

18.3 Insurance Approval and Compliance

18.3.1 Approval by the Employer of any insurer or insurance terms proposed by the Contractor does not relieve the Contractor of its obligations or liabilities under the Contract or applicable Law. The Contractor shall furnish certificates of insurance to the Employer within fifteen (15) days from the Effective Date, demonstrating compliance with the required insurances. These certificates must confirm that no insurance will be cancelled or materially changed without thirty (30) days' prior written notice to the Employer.

18.4 The Employer's Right to Procure Insurance

18.4.1 Should the Contractor fail to provide the required insurance or if any insurance is canceled, the Employer reserves the right to procure such insurance. In such cases, The Contactor shall pay the amount of the Insurance to the Employer otherwise the Employer may deduct the amount(s) so paid from any moneys due to the Contractor or otherwise recover the same as a debt from the Contractor.

18.5 Insurance Renewal

18.5.1 If any insurances are renewable during the Works, the Contractor must provide evidence of renewal to the Employer at least thirty (30) days before expiry. This ensures continuous coverage throughout the performance of the Works.

CLAUSE 19. LIABILITIES AND INDEMNIFICATION

19.1 Contractor Indemnities

19.1.1 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the Employer's group and the Employer's Personnel from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

(a) Property and Personal Injury

(i) loss of or damage to property of the Contractor's Group whether owned, hired, leased or otherwise provided by the Contractor's Group arising from or relating to the performance of the Contract;

(ii) personal injury including death or disease to any person employed by the Contractor's Group and the Contractor's Affiliate arising from or relating to the performance of the Contract;

(iii) personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Contractor's Group;

(b) Compliance

(i) any failure to effect or maintain insurances required under the Contract or out of any act or omission by the Contractor or its Subcontractors, which invalidates insurances or prevents a claim from being made under such insurance policy;

(ii) any failure to comply with applicable Laws by the Contractor, any Subcontractor or any Contractor's Personnel;

(iii) any applicable duties or taxes as set out in Clause 16 (*Duties and Taxes*);

(iv) all liens, attachments, charges or claims by Subcontractors, upon the property of the Employer's group, in connection with or arising out of the Contract;

(v) any infringement or alleged infringement of Intellectual Property Rights, arising out of or in connection with the performance of the obligations of the Contractor, under the Contract as set out Clause 20 (*Ownership, Patents and Proprietary Rights*);

(vi) a failure to comply with its health and safety obligations arising out of Sub-Clause 3.15 (*Safety*);

(vii) a failure to comply with its obligations arising out of Clause 22 (*Business Ethics and Principles*);

(viii) a failure to comply with its obligations arising out of the LC requirements;

(ix) any failure to co-operate or co-ordinate with Other Contractors as required under this Contract;

(c) Pollution

(i) notwithstanding Sub-Clause 19.1.1 (a) and Sub-Clause 19.1.1.(b), pollution occurring on the premises of the Contractor's Group or emanating from the property and equipment of the Contractor's Group arising from or relating to the performance of the Contract;

(d) General

(i) any consequential losses in accordance with Sub-Clause 19.3 (*Consequential Loss*); and

(ii) as otherwise expressly provided for under the terms of this Contract.

19.1.2 The Employer shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor's Group and the Contractor's Affiliates from and against any claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

(a) Property and Personal Injury

(i) loss of or damage to property of the Employer's group excluding the Works, which is located at any onshore part of the Site arising from or relating to the performance of the Contract;

(ii) personal injury including death or disease to any person employed by the Employer's group arising from or relating to the performance of the Contract;

(iii) personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of Contract or duty (whether statutory or otherwise) of the Employer's group;

(b) Compliance

(i) any infringement or alleged infringement of Intellectual Property Rights arising out of or in connection with the performance of the obligations of the Employer under the Contract, as set in Clause 20 (*Ownership, Patents and Proprietary Rights);*

(c) General

(i) any consequential losses in accordance with Sub-Clause 19.3 (*Consequential Loss*);

(d) Pollution

(i) notwithstanding Sub-Clause 191.1(c) and except as provided by Sub-Clause 19.1.1(a), Sub-Clause 19.1.1(b) and Sub-Clause 19.4, the Employer shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor's Group from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the Employer's group arising from or related to the performance of the Contract; and

(ii) as otherwise provided for under the terms of this Contract.

19.2 Contractor's Liabilities for Works

19.2.1 Without limitation to the Contractor's other obligations under the Contract and at Law, the Contractor shall be responsible for the Works from the Effective Date until the issue of the Completion Certificate the whole or the relevant part of the Works at which date or dates responsibility shall pass to the Employer. Before such Completion Certificate is issued, in the event of loss or damage to the Works, the Contractor shall, if instructed by the Employer, reconstruct, repair or replace the same at the Contractor's cost. Where the necessity for such Works of reconstruction, repair or replacement was solely caused by the Employer's group, such Works shall be at the expense of the Employer.

19.2.2 The Contractor's maximum liability to the Employer under the Contract shall be limited to one hundred percent (100%) of the Contract Price, as may be adjusted from time to time in accordance with the terms of the Contract. Such limitation shall not apply:

(a) where the Contractor's liability arises as a result of gross negligence, willful or fraudulent misconduct;

(b) when an indemnity is provided by the Contractor;

(c) where the Contractor's liability arises as a result of the Contractor's failure to comply with Sub-Clause 14.2 (*Suspension of the Works*) and Sub-Clause 14.3 (*Termination of the Contract*);

(d) where the Contractor's liability arises as a result of the Contractor's failure to comply with Sub-Clause 16.4 (*Compliance with Laws, Permits, and Regulations*);

(e) in respect of any liability which cannot be limited by Law; and

(f) where the Contractor receives insurance proceeds in satisfaction of an insured event out of which such liability arose, or would have been insured against that liability but

for a failure to comply with its obligations under Clause 18 (*Insurance*) by the Contractor or the terms of any such insurance policy.

19.2.3 Any provision of the Contract which seeks to limit or exclude liability of a Party, is to be construed as doing so only to the extent permitted by the Law.

19.3 Consequential Loss

19.3.1 Neither the Contractor nor the Employer shall be liable to the other for consequential losses which may be suffered by the other in connection with the performance of the Works. The Employer shall save, indemnify, defend and hold harmless the Contractor's Group from the Employer's group's own consequential loss and the Contractor shall save, indemnify, defend and hold harmless the Employer's group from the Contractor's Group 's own consequential loss.

19.4 Extent of Indemnities

19.4.1 All exclusions and indemnities given under this Clause (save for those under Sub-Clause 19.1.1(d) and 19.1.2 (c) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party or any other entity or party and shall apply irrespective of any claim in tort, including negligence, under contract or otherwise at Law.

19.4.2 It is not necessary for a Party to incur an expense or to make any payment before enforcing a right of indemnity conferred by this Contract.

19.4.3 A Party shall pay within fourteen (14) Days of receipt of a demand in writing from the other Party, any amount it must pay under an indemnity in this Contract.

19.5 Notification

19.5.1 If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, they shall notify the other Party in writing and both Parties shall co-operate fully in investigating the incident.

19.6 Mutual Waiver and Indemnity

19.6.1 **Hold Harmless:** Commencing from the date on which any Other Contractor became bound by a Clause effectively containing the same undertaking as this Sub-Clause 19.6 (*Mutual Waiver and Indemnity*) in any contract which any Other Contractor has entered into with the Employer, and for the duration that the Other Contractor remains bound by the provisions of such Clause, the Contractor shall save, indemnify, defend and hold harmless the Other Contractor's Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

(a) loss of or damage to property of the Contractor's Group whether owned, hired, leased or otherwise provided by the Contractor's Group arising from or relating to the performance of the Contract;

(b) personal injury death or disease to any person employed by the Contractor's Group arising from or related to the performance of the Contract; and

(c) any consequential loss sustained by the Contractor's Group.

19.6.2 **Applicability**: All exclusions and indemnities given under this Sub-Clause 19.6 (*Mutual Waiver and Indemnity*) shall apply irrespective of cause and notwithstanding the negligence or breach

of duty (whether statutory or otherwise) of the indemnified Party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at Law.

19.6.3 **Endorsement of Policies**: The Contractor's insurances shall be endorsed to provide that underwriters shall waive any rights of recourse, including in particular subrogation rights against the Other Contractors and their respective Affiliates to the extent of the obligations assumed herein.

CLAUSE 20. OWNERSHIP, PATENTS AND PROPRIETARY RIGHTS

20.1 Ownership

20.1.1 Title to, access to and inspection of, copyright in, the right to possession of and free right of use of all documents, design, reports, drawings, specifications, calculations, computer Software (including computer aided design models), other documents or materials and all other things created under or arising out of the Contract shall vest in the Employer immediately upon the date of commencement of the Works or creation of the Clause or document or item as applicable.

20.1.2 The Contractor shall upon Completion of the Works provide the Employer with a satisfactory, complete and up to date copy of the Software and all other information necessary to ensure that the Employer can continue to satisfactorily use the Software so provided by the Contractor.

20.1.3 The Employer reserves the right to verify and validate any information contained within the Software within one (1) year from the issuance of the Completion Certificate. The Contractor shall remedy any defects or inadequacies discovered during the said one (1) year, which the Employer shall notify the Contractor in writing and such defects or inadequacies shall be remedied within a reasonable period of time and in any event no later than fourteen (14) Days of receipt of such notification, unless agreed otherwise by the Parties.

20.2 Liens, attachments etcetera

20.2.1 The Contractor agrees that it will not claim any Lien or the like on the Works or any property of the Employer's group, in the possession of the Contractor or, at the Site.

20.2.2 The Contractor shall immediately notify the Employer of any possible Lien or attachment, which may affect the Works or any part thereof.

20.2.3 If at any time there shall be evidence of any Lien or attachment to which, if established, the Works, Material and or equipment or the Employer's group's property might be subjected to, and which is made against the Contractor's Group and the Contractor's Affiliates or made by any Subcontractor against the Employer, including a Lien or attachment of which the Employer becomes aware and notifies the Contractor, then the Contractor shall remove or bond the said Lien or attachment, failing which the Employer shall have the right to retain out of any payment to be made under the Contract, an amount sufficient to indemnify the Employer's group completely against such Lien or attachment. Should there prove to be any Lien or attachment upon the property of the Employer's group after all payments hereunder have been made, or where payments due to the Contractor are not sufficient to completely discharge such Lien, the Contractor agrees to refund to the Employer all costs incurred by the Employer's group in discharging any such Lien or attachment imposed on the property of the Employer's group in consequence of the breach of the Contractor.

20.2.4 Except as provided in Sub-Clause 20.2.3, the Employer shall have the right to withhold the amount of any such Lien or attachment from any payment to the Contractor under the Contract until removal of such claim by Subcontractors. If such Liens or attachments fall within the scope of the insurances of the Contractor, it shall remain the responsibility of the Contractor to furnish the Employer with satisfactory written certification, from the insurer of the Contractor, that any such Lien or attachment is covered by the insurance of the Contractor before the Employer shall release any money withheld hereunder.

20.3 Patents and other intellectual property rights

20.3.1 Subject always to Sub-Clause 20.1.1, neither the Employer nor the Contractor shall have the right of use other than for the purpose of the Contract, whether directly or indirectly, of any Intellectual Property Rights or process provided by the other Party and the Intellectual Property Rights in such shall remain with the Party providing such patent, copyright, proprietary right or confidential know-how, trademark or process.

20.3.2 Where any potential patent or registerable right in any country in the world or any confidential know-how results from:

(a) developments by the Contractor or its Affiliates or Subcontractors which are based wholly on data, equipment, processes, substances and the like in the possession of the Contractor or its Affiliates or Subcontractors at the Effective Date or otherwise produced outside of the Contract; or

(b) enhancements of or in the existing Intellectual Property Rights of the Contractor or its Affiliates or Subcontractors;

such rights shall vest in the Contractor or its Affiliates or Subcontractors as the case may be.

20.3.3 Where any potential patent or registerable right in any country in the world or any confidential know-how results from:

(a) developments by Employer or its Affiliates or Associated Companies which are based wholly on data, equipment, processes, substances and the like in the possession of Employer or its Affiliates or Associated Companies at the Effective Date or otherwise produced outside of the Contract; or

(b) enhancements of or in the existing Intellectual Property Rights of Employer or its Affiliates or Associated Companies;

such rights shall vest in the Employer or its Affiliates or Associated Companies as the case may be.

20.3.4 The Contractor hereby grants, and shall ensure that its Subcontractors grant, to the Employer the irrevocable, royalty-free right to use or have used by the Employer for the provision of goods or services to the Employer, any Intellectual Property Rights owned or licensed by the Contractor or any Subcontractor (as applicable), including any Intellectual Property Rights in and to any of the licensor technical packages, to the extent necessary or desirable for the Employer to use the results for any purpose without restriction. The Employer may sub-license its rights hereunder to the Employer Affiliate and / or Other Contractor, the latter to the extent required for the Works. The Contractor warrants that it is entitled to grant licences under any Intellectual Property Rights necessary for the Employer to exploit and have exploited its full and unrestricted rights regarding the use of the results.

20.3.5 The Employer shall have sole and exclusive right, title and interest in and to any invention that is conceived or generated during the performance of the Contract.

20.3.6 In the event that either the Employer or the Contractor believes that a patent application should be filed on a joint invention in accordance with Sub-Clause 20.3.4, then both parties agree to cooperate fully in the preparation of such patent application and to pay its respective share of all necessary fees to maintain any jointly owned application or patent assigned to it in force throughout its full term, provided however, that either Party may elect to notify the other Party that it intends to discontinue payment of such fees and thereafter promptly assign such patent to the other Party, thereby retaining no interest therein in exchange for the Party and its Affiliates and its Associated Companies being given a royalty-free, irrevocable, non-exclusive, non-transferable, world-wide licence to use such right and to sublicense the use, by mutual agreement, to a Third Party.

20.3.7 In the event that either the Employer or the Contractor do not wish to share equally in payment of the costs for preparing, filing and prosecuting such jointly owned application in accordance with Sub-Clause 20.3.6, written notice shall be provided within thirty (30) Days to the other Party and the Party proceeding with the patent application at its own cost shall become the assignee of such patent application and subsequent patent or patents issuing therefrom, however, such assignee shall give the other Party and its Affiliates and its Associated Companies a royalty-free, irrevocable, non-exclusive, non-transferable, world-wide licence to use such right and to sublicense the use by mutual agreement, to a Third Party.

20.3.8 Where equipment, designs, processes, methods, information, work or products specified and used or proposed to be used by the Contractor are held to constitute infringement and its use enjoined, the Contractor shall at its own expense either procure the right to use the same or replace them with non-infringing equipment, designs, processes, methods, information, work or products.

20.4 Intellectual property warranties

20.4.1 The Contractor warrants that, unless otherwise disclosed by the Contractor, or except in relation to any intellectual property in or arising from the Employer's documents:

(a) the Contractor owns the Intellectual Property Rights in the documents and is able to grant the assignment of licenses contemplated by this Contract;

(b) use by the Employer or any sub-licensee or sub-sub-licensee of the documents in accordance with this Contract will not infringe the rights (including Intellectual Property Rights) of any Third Party;

(c) neither the Employer nor any sub-licensee or sub-sub-licensee is liable to pay any Third Party any license or any other fee in respect of the use of the documents, whether by reason of Intellectual Property Rights of that Third Party, or otherwise; and

(d) the use by the Employer of any sub-license or sub-sub-license of the documents in accordance with this Contract will not breach any law in respect of Intellectual Property Rights.

CLAUSE 21. CONFIDENTIALITY

21.1 Confidential Information and Confidential Record

21.1.1 For the purposes of this Contract:

(a) "**Confidential Information**" means any information, whether written, oral, visual, electronic, or in any other form, disclosed by the Employer to the Contractor that is designated as confidential or that should reasonably be understood to be confidential, including but not limited to business, technical, financial, or commercial information, strategies, and data; and

(b) "**Confidential Records**" means any documents, drawings, data, or other records, whether in written, electronic, or other form, that contain or reflect Confidential Information disclosed by the Employer to the Contractor.

21.1.2 The Contractor undertakes at all times to:

(a) preserve and cause all Subcontractors and the Contractor's Personnel to preserve the secrecy of any Confidential Information and Confidential Records;

(b) not disclose to any Third Party any Confidential Information or Confidential Record except with the Employer's prior written consent; and

(c) not use any Confidential Information or Confidential Record other than for the purpose for which it has been disclosed to the Contractor.

21.1.3 Such undertaking shall continue insofar and for so long as the Confidential Information or Confidential Record in question has not:

(a) become part of the public knowledge or literature otherwise than through any act or default on the part of the Contractor; or

(b) been disclosed to the Contractor under an obligation to maintain secrecy by a Third Party (other than one disclosing on behalf of the Employer) who could lawfully do so and who did not derive such Confidential Information or Confidential Record from the Employer.

21.1.4 The Contractor shall ensure that if under the terms of this Clause any Confidential Information or Confidential Record comes to the knowledge or in the possession of any Third Party such Third Party shall also be bound by the stipulations contained in this Clause.

21.1.5 If requested by the Employer in writing, the Contractor shall return to the Employer upon completion or termination of the Contract, all originals and copies of documents, drawings, data and any other information placed with or at the disposal of the Contractor by or on behalf of the Employer relating to the performance of the Contract.

21.1.6 The Contractor shall ensure that the provisions of this Clause are incorporated in any subcontract.

21.2 Press releases

21.2.1 No announcements, press releases, handouts or photographs for publication relating to this Contract or any part of the Works shall be issued or released without the Employer's prior approval.

CLAUSE 22. BUSINESS ETHICS AND PRINCIPLES

22.1 General Business Principles

22.1.1 The Contractor is obligated to uphold honesty, integrity, and fairness in all business aspects and must ensure the same from its business partners. The direct or indirect offer, payment, solicitation, giving, or acceptance of bribes in any form is strictly prohibited.

22.1.2 The Contractor's Group shall fully comply with all applicable Anti-Bribery Laws in performing the Works.

22.2 Contractor's Representations and Warranties

22.2.1 The Contractor represents and warrants that, in connection with the Contract and the Works:

(a) it is knowledgeable about applicable Anti-Bribery Laws and shall comply with all such Laws; and

(b) neither the Contractor's Group nor any Contractor's Affiliate has made, offered, authorized, or will make, offer, or authorize any payment, gift, promise, or other advantage, directly or through any other person or entity, to any Government Official or any person where such action would:

(i) compromise a facilitation payment; and/or

(ii) violate Anti-Bribery Laws.

22.2.2 The Contractor shall promptly notify the Employer in writing if, in connection with the Contract or the Works, it receives or becomes aware of any request for any payment, gift, promise, or other advantage of the type mentioned in Sub-Clause 22.2.1(b).

22.2.3 The Contractor represents and warrants that neither the Contractor's Group nor any Contractor's Affiliate is a Government Official or any person who could assert illegal influence on behalf of the Employer's group.

22.2.4 The Contractor's Group shall avoid any conflict of interest in performing the Works. A conflict of interest arises when relationships, business activities, influence, or interest in any venture or business may affect a commercial or technical decision made or to be made under this Contract.

22.2.5 **The Contractor warrants that**:

(a) as of the Effective Date, no conflict of interest exists or is likely to arise in performing its obligations under this Contract;

(b) it will use reasonable endeavors to ensure no conflict of interest exists or is likely to arise in performing the obligations of any Subcontractors; and

(c) if any such conflict of interest or risk arises, the Contractor shall:

(i) immediately notify the Employer in writing of that conflict or risk; and

(ii) take all steps required by the Employer to avoid or minimize the conflict of interest or risk.

CLAUSE 23. FORCE MAJEURE

23.1 Relief from Obligations

23.1.1 For the purposes of this Contract, "**Force Majeure**" shall mean an event which meets all of the following criteria:

(a) It is beyond the control of the Party claiming Force Majeure;

(b) It makes it impossible (as opposed to merely difficult or more expensive) or illegal for such Party to perform the Contract;

(c) It is not attributable to the fault or negligence of the affected Party and/or its Subcontractors; and

(d) It could not have been foreseen or prevented by the affected Party through the exercise of reasonable diligence.

23.1.2 Neither the Employer nor the Contractor shall be held responsible for any failure to fulfill any term or condition of the Contract, except for the obligation to make payment of any sums due, if and to the extent that such failure of the obligation has been delayed or temporarily caused by a Force Majeure event which has been notified in accordance with Sub-Clause 23.2 and is beyond the control and without the fault or negligence of the affected Party, and which could not have been reasonably foreseen or prevented by the exercise of reasonable diligence.

23.2 Notification of Force Majeure Event

23.2.1 In the event of a Force Majeure occurrence, the Party that is or may be delayed in performing its obligations under the Contract shall notify the other Party in writing as soon as reasonably practicable, providing full particulars of the event. The affected Party shall use all reasonable endeavors to remedy the situation and mitigate any delays without delay.

23.3 Consequences of Force Majeure

23.3.1 Following notification of a Force Majeure occurrence, the Contractor shall promptly meet with the Employer to agree on a mutually acceptable course of action to minimize the effects of the Force Majeure event.

23.3.2 Following the cessation of any Force Majeure event, the Contractor shall prepare a revised Programme to reschedule the Work, minimizing the delay's impact.

23.3.3 If either Party is delayed due to a Force Majeure event, the Contractor will be entitled to an extension of time in accordance with Sub-Clause 8.5 (*Extension of time*). However, the Contractor will not be entitled to any additional costs arising from the Force Majeure event.

23.3.4 If a Force Majeure event exceeds sixty (60) consecutive days, Contractor and the Employer shall meet to discuss the most appropriate course of action. If after a further thirty (30) days no agreement is reached and the Force Majeure event is deemed unlikely to end soon, the Employer may terminate the Contract with not less than fourteen (14) days' written notice to Contractor.

23.3.5 For clarity, if a Subcontractor is entitled to relief under a subcontract or any other agreement relating to the Works due to a Force Majeure event on terms more favorable than those specified in this Contract, this shall not excuse Contractor from performing its obligations under this Contract, nor shall it constitute a Force Majeure occurrence under this Contract.

CLAUSE 24. CLAIMS AND DISPUTE RESOLUTION

24.1 Claims

24.1.1 If Contractor wishes to make a claim for which the procedure is not otherwise provided in this Contract, Contractor shall promptly give written notice of the claim to the Employer upon considering an event or circumstance giving rise to such claim. This notice shall be provided as soon as practicable and no later than fourteen (14) days after Contractor becomes aware of, or should have become aware of, such event or circumstance.

24.1.2 Within fourteen (14) days from issuing the initial notice, the Contractor shall provide detailed particulars of the claim to the Employer. These particulars shall include all relevant information necessary to substantiate the claim and shall include, but not be limited to, a description of the event or circumstance, the impact on the Works, the claimed extension of time, the costs incurred, and any supporting documentation or evidence related to the claim.

24.1.3 Upon receipt of the Contractor's detailed particulars, the Employer shall proceed with determination of the claim in accordance with Sub-Clause 2.5 (*Determinations*) of this Contract.

24.1.4 If Contractor fails to provide notice of the claim within fourteen (14) days of becoming aware of the event or circumstance or fails to provide detailed particulars of the claim within fourteen (14) days from issuing the initial notice, then the Contractor shall not be entitled to any additional costs associated with the claim, and the Employer shall be released from all liability concerning the claim.

24.2 Notice of dissatisfaction

24.2.1 If the Contractor is aggrieved by any determination made by the Employer under Sub-Clause 2.5 (*Determinations*), it shall give written notice of dissatisfaction to the Employer within twenty-eight (28) days of receiving the determination. Failure to provide such notice within this timeframe shall render the determination final and binding on both Parties, precluding referral for further dispute resolution.

24.2.2 The notice of dissatisfaction referred to in Sub-Clause 24.2.1 shall contain the following information:

(a) identify the determination being disputed;

(b) briefly state the grounds of dissatisfaction; and

(c) include any proposals the Contractor may have for resolving the matter amicably.

24.2.3 Upon service of the notice of dissatisfaction, the Parties shall make reasonable efforts to resolve the dispute amicably within sixty (60) days. If no amicable resolution is achieved within this period, the matter shall be referred to the court under Sub-Clause 24.3 (Dispute Resolution)

24.3 Dispute Resolution

24.3.1 Amicable Resolution and Notice of Claim

24.3.2 If either Party considers that it is entitled to any claim arising under the Contract (“Claim”), it shall give written notice to the other Party (“Notice of Claim”) within thirty (30) days after becoming aware, or reasonably should have become aware, of the event or circumstance

giving rise to such Claim. Failure to submit a Notice of Claim within this period shall not bar the Claim unless the delay materially prejudices the other Party.

24.3.3 Within thirty (30) days after the Notice of Claim, the Claiming Party shall submit a fully detailed claim containing:

(a) a clear summary of the facts on which the Claim is based;

(b) the basis on which each matter in the Claim is made, identifying the principal contractual terms and statutory provisions relied on;

(c) the nature of the relief claimed; if damages are claimed, a breakdown showing how the damages have been quantified; if a sum is claimed pursuant to the Contract, how it has been calculated; if an extension of time is claimed, the period claimed; and

(d) any other matter of relevance relating to the Claim

24.3.4 Within thirty (30) days of receipt, the other Party shall respond stating its position on the Claim. The Parties shall then meet in good faith to attempt amicable settlement.

24.3.5 If the other Party fails to respond within thirty (30) days, the Claim shall be deemed disputed and Clause 23.2 shall apply.

24.4 Escalation to Formal Dispute Resolution

24.4.1 If the Parties fail to resolve the Claim within sixty (60) days from the Notice of Claim, either Party may issue a notice referring the matter to dispute resolution ("Notice of Dispute").

24.4.2 The mode of dispute resolution selected in Appendix 1 (litigation or arbitration) shall be final and binding, and the Parties agree that no other forum shall be used unless mutually agreed in writing.

24.5 Litigation

24.5.1 If litigation is specified in Appendix 1, any dispute shall be submitted exclusively to the competent courts of the Sultanate of Oman.

24.5.2 Litigation may be commenced before or after completion of the Works, and all contractual obligations remain in force during proceedings.

24.6 Arbitration (if applicable)

24.6.1 If arbitration is specified in Appendix 1, the dispute shall be finally resolved by arbitration under the Civil and Commercial Arbitration Law (RD 47/97 as amended) and the rules of the Oman Commercial Arbitration Centre "OAC".

24.6.2 The seat of Arbitration shall be Muscat- Sultanate of Oman, and the arbitral proceedings shall be conducted as per the ruling language stated in clause 1.4.2 of this Contract.

24.6.3 The award shall be final and binding subject only to challenge on the grounds permitted under the the Civil and Commercial Arbitration Law (RD 47/97 as amended) aforementioned before the competent Court of Appeal.

24.7 Continuity of Performance

24.7.1 Notwithstanding ongoing dispute resolution proceedings, the Parties shall continue to perform their respective obligations under the Contract except where performance is impossible or unlawful.

24.8 Timing of Proceedings

24.8.1 Any litigation or arbitration shall be commenced within the applicable statutory limitation periods under the Law. The failure to commence proceedings within such periods may bar the claim, but no waiver or forfeiture shall arise solely from failing to commence proceedings within the period in Clause 24.1.

ANNEXURE – A

TENDER BOND

To be printed on bank's letterhead

Date: [Insert date]
Guarantee No.: [Insert number]
Beneficiary:[Full legal name and address of Employer]
Principal (Tenderer):[Full legal name and address of Tenderer]
Employer: [Full legal name and address of Tenderer]
Contract: [Insert Contract Title and Number]
Tender: [Insert Tender Title and Number]

In consideration of the Tenderer submitting a tender to the Employer for the execution of the Works described under the above-referenced Contract, we, [**name of bank and address**], at the request of the Tenderer, hereby irrevocably and unconditionally undertake to pay to the Employer, upon its first written demand, any amount or amounts not exceeding in total the sum of **[insert amount in Omani Rial]** (the "Guaranteed Amount"), without reference to or confirmation from the Tenderer and without the need for the Employer to prove any default or breach.

This Guarantee is issued to secure the obligations of the Tenderer to:

1. Maintain its offer without modification or withdrawal during the period of validity specified in the Tender; and
2. Execute the Contract and provide the required Performance Bond and insurances, if the Tenderer is awarded the Contract.

This Guarantee shall remain valid until the earliest of

1. The date the Contract is awarded to the Tenderer and the required Performance Bond is submitted; or
2. The date the Contract is awarded to another party.

Any demand under this Guarantee must be presented in writing at our counters on or before the expiry date of this Guarantee.
This Guarantee shall be governed by and construed in accordance with the laws of the Sultanate of Oman.
Yours faithfully,

[Authorized signatory]
[Bank stamp and seal]

ANNEXURE – B

ADVANCE PAYMENT GUARANTEE

[To be printed on bank's letterhead]

Guarantee No.: [Insert]
Date: [Insert]
Beneficiary: [Full name and address of Employer]
Principal (Contractor):[Full name and address of Contractor]
Contract: [Insert title and number]

In consideration of the Employer having made an advance payment to the Contractor in accordance with the Contract for the proper execution of the Works, we, [Bank name and address], at the request of the Contractor, hereby irrevocably and unconditionally guarantee repayment by the Contractor of the full advance payment amount of [insert amount in Omani Rial], upon first written demand by you, without the need for proof of default or breach.

The amount of this Guarantee shall be reduced automatically by the amounts recovered by you through Interim Payment Certificates issued under the Contract, as repayment of the advance progresses. The maximum amount payable under this Guarantee at any time shall not exceed the unpaid portion of the advance payment.

This Guarantee shall remain valid until the earliest of:

1. the full repayment of the advance payment in accordance with the terms of the Contract, or

2. [insert date corresponding to the original scheduled date for issue of the Final Completion Certificate under the Contract].

Any demand under this Guarantee must be received in writing at our counters on or before the expiry of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

Yours faithfully,

[Authorized signatory]

ANNEXURE – C

PERFORMANCE BOND

[To be printed on bank's letterhead]

Date: [Insert date]
Guarantee No.: [Insert number]
Beneficiary:[Full legal name and address of Employer]
Principal (Contractor): [Full legal name and address of Contractor]
Contract: [Insert Contract Title and Number]

In consideration of the Employer having entered into the Contract with the Principal dated [insert date] (the "Contract") for the execution, completion, and remedying of any defects in the Works, and in compliance with Sub-Clause 3.16 of the General Conditions,

We, [name of bank and address], as Guarantor, hereby irrevocably, unconditionally, and independently undertake to pay to the Employer, upon its first written demand, any amount or amounts not exceeding in total the sum of [insert amount in Omani Rial] (the "Guaranteed Amount"), without reference to or confirmation from the Principal and without the need for the Employer to prove any default or breach of the Contract.

Partial demands are permitted under this Bond, and multiple demands up to the Guaranteed Amount are acceptable.

This Bond shall become effective from the date mentioned above and shall remain valid and enforceable until [insert exact date, being 60 days after the original Final Completion Certificate date envisaged at Contract signing].

Any demand under this Bond must be presented in writing at our counters on or before its expiry date.

The obligations of the Guarantor under this Bond shall not be affected by any dispute between the Employer and the Contractor, nor by any amendments to the Contract, nor by any time or indulgence granted by the Employer to the Contractor.

This Bond shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

Yours faithfully,

[Authorized signatory]

[Bank stamp and seal]

ANNEXURE – D

PARENT COMPANY GUARANTEE

[To be printed on the parent company's letterhead]

Date: [Insert date]
Guarantee No.: [Insert number]
Beneficiary: [Full legal name and address of Employer]
Principal (Contractor):[Full legal name and address of Contractor]
Contract: [Insert Contract Title and Number]

Whereas [Contractor], a subsidiary of [Parent Company name and address], has entered into the Contract with you dated [insert date] (the "Contract") for the execution, completion, and remedying of any defects in the Works in accordance with its terms,

We, [Parent Company name and address], irrevocably and unconditionally guarantee to you the due and proper performance by the Contractor of all its obligations, undertakings, and liabilities under the Contract, including any additions, modifications, or Variations.

If the Contractor fails to perform any of its obligations under the Contract, we shall, upon your first written demand and without objection or delay, either fulfill those obligations ourselves or indemnify you against any direct losses, damages, or costs which you may suffer by reason of such failure.

This Guarantee shall become effective from the date mentioned above and shall remain valid and enforceable until the issuance of the Final Completion Certificate in accordance with Sub-Clause 11.6 of the General Conditions.

This Guarantee shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

Yours faithfully,

[Authorized signatory]

[Parent Company stamp and seal]

ANNEXURE – E

COMPLETION CERTIFICATE – EPC CONTRACT

(Under Clause 10.3.4 of the General Conditions)

Contract Title: [Insert Contract Title]
Contract Number: [Insert Contract Number]
Contractor: [Insert Contractor Name]
Project: [Insert Project Name]
Completion Date: [Insert Date]

Pursuant to Clause 10.3.4 of the General Condition, and based on satisfactory completion of all works (except for any minor outstanding items not affecting the functionality or safety of the Works listed in Appendix 1 of this Certificate), the Employer hereby issues this Completion Certificate.
This confirms that the Contractor has:

1. Completed the Works in accordance with the EPC Contract;
2. Submitted all required project documentation, including the Close-Out Report;
3. Passed all functional, performance, and regulatory inspections as per the Contract.

The Defects Liability Period shall commence from the Completion Date and continue for the period specified in the Contract.

Signed:

ANNEXURE – F

FINAL COMPLETION CERTIFICATE

(Under Clause 11.6 of the General Conditions)

Contract Title: [Insert Contract Title]
Contract Number: [Insert Contract Number]
Contractor: [Insert Contractor Name]
Project: [Insert Project Name]
Final Completion Date: [Insert Date]

This is to certify that:

1. The Defects Liability Period (including the extended period, if any), as defined under Clause 11.1 of the Contract, expired on [Insert DLP Expiry Date];

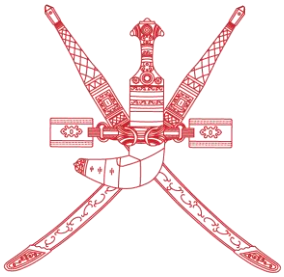
2. All defects notified during this period have been duly rectified by the Contractor;

3. All contractual obligations, including submission of the final documentation and resolution of outstanding issues, have been fully discharged.

Accordingly, and pursuant to Clause 11.6 of the Contract, the Employer hereby issues this Final Completion Certificate.

This certificate confirms the full and final acceptance of the Works. No further obligations remain under the Contract, except those related to latent defects as per Clause 11.7 or any other residual provisions expressly stated.

Signed



سلطنة عُمان
Sultanate of Oman

Entity:	
Contract Title:	
Contract Number:	

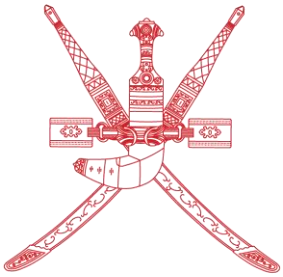
Section ٤ – Scope of Work/Employer's Requirements

and

Local Content (LC)

for

Engineering, Procurement and Construction (EPC) Contract



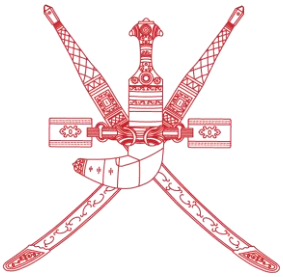
سلطنة عمان
Sultanate of Oman

Entity:	
Contract Title:	
Contract Number:	

Section 5 – Schedule of Rates and Prices

for

Engineering, Procurement and Construction (EPC) Contract



سلطنة عمان
Sultanate of Oman

Entity:	
Contract Title:	
Contract Number:	

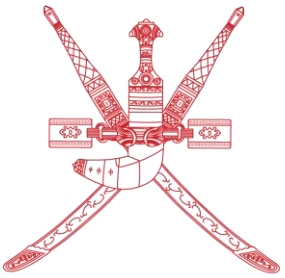
Section 5 – Pricing Preambles

for

Engineering, Procurement and Construction (EPC) Contract

Pricing Preambles

- The Contract Price shall include—in addition to what is set forth in Section 3 (General Conditions)—the cost of executing all Works specified or which can be reasonably inferred from the Contract, including all obligations detailed in the Contract documents.
- Without limitation, the Contract Price shall be deemed to include the costs of labor, permits, equipment, materials, administration, supervision, insurances, temporary facilities, and any other obligations, in accordance with the details set forth in the Project's Schedule of Rates/Prices.
- The prices shall not be subject to adjustment on account of any increase or decrease in the costs of labor, equipment, or materials, unless the Contract expressly provides otherwise.
- Prices shall be submitted in Omani Rials and shall remain fixed throughout the term of the Contract, without any adjustment resulting from market fluctuations or exchange rate fluctuations between the Omani Rial and any foreign currency. The prices shall include all applicable taxes, customs duties, import duties, transportation, insurance, and any other applicable fees, and the Employer shall not bear any additional costs or grant any tax exemption for any reason.
- The Contractor acknowledges, by submitting its tender, that it fully understands the scope of work—including local content in accordance with Section 4 (Scope of Work / Employer's Requirements and Local Content)—is fully convinced of its sufficiency, and has submitted its prices and rates on this basis. No subsequent claim based on misunderstanding or lack of clarity of the scope shall be accepted as a justification for a financial or time claim.
- All maintenance costs for temporary facilities and services are included within the items above and shall not be priced independently.



سلطنة عمان
Sultanate of Oman

Entity:	
Contract Title:	
Contract Number:	

Section 6 – Contract Management Procedures

Engineering, Procurement and Construction (EPC) Contract

1. Introduction

This Document describes the outline procedures that shall be employed by the Employer and the Contractor in the administration of this Contract. The Contractor shall ensure that where detailed requirements are not comprehensively set out, such requirements shall be developed in a timely manner to effectively carry out the Work in accordance with the time available.

The requirements stated herein shall, in no way, limit the requirements of other Employer procedures and regulations or any other requirements stated elsewhere in the Contract.

2. Communication Between Employer and Contractor

2.1. Correspondence

1.1.1. Unless specifically stated otherwise all correspondence and communications in the execution of the Contract shall be addressed and directed by Contractor Project Manager to Employer Project Representative and vice versa. All contractual notices shall be issued strictly in accordance with Section 3 (General Conditions).

1.1.2. All Correspondence shall be dealt with by Letter and acknowledged email, in that order of preference. Unless specifically authorised by the Employer's Project Representative, e-mail correspondence may be used for the day-to-day administration of the Contract.

1.1.3. All Letters, Minutes of Meetings (MOM) and email correspondence shall be acknowledged by return and bear the following headings:

Date:	
Reference No. (serial for each category)	
Title of Contract:	
Subject:	
Letters shall be sent to:-	Address stated in SECTION 1 – Form of Agreement or as notified by the Employer.
Emails shall be sent to:-	Address stated in SECTION 1 – Form of Agreement or as notified by the Employer.

2.1.4. Unless specifically agreed otherwise exchange of reports, drawings, and other documents shall be accomplished by means of a transmittal note. The recipient shall sign the transmittal note and return the copy of the transmittal note to the initiator. The initiator shall ensure that all transmittals have been acknowledged as received by the recipient.

1.1.5. The Contractor shall maintain a log of all correspondence, originating from both the Contractor and the Employer, which shall include a summary of relevant details plus any actions and their status. The Correspondence Log shall be in an electronic format, suitable for sorting and reporting against.

3. Meetings

3.1 General

a. All meetings held under the Contract shall be conducted in the Arabic and English languages, unless otherwise agreed in writing by the Parties.

b. The Employer's Project Representative (EPR) or his designated representative shall chair all meetings, unless otherwise provided for in the Contract.
c. Meetings may be held at the Site, at either Party's offices, or remotely via an agreed video/audio conferencing platform, provided that meeting minutes are kept in accordance with the Sub-Clause on Meeting Minutes regardless of the format of the meeting.
d. The Contractor shall prepare the agenda and circulate the necessary review materials at least three (3) working days prior to the date of each scheduled meeting, unless a shorter period is agreed or the meeting is convened at the call of the Employer's Project Representative.

3.2 Kick-off Meeting

a. Promptly upon receipt of the Letter of Award (LOA) and prior to the Commencement Date specified in Section 1, the Parties shall hold a kick-off meeting to establish—inter alia—a mutual understanding of contract administration procedures, and to coordinate site mobilization and early execution of the Works.

b. The Contractor shall be responsible for organizing and facilitating the kick-off meeting and shall present, at a minimum, the following:

1. Its administrative structure and Key Personnel assigned to the Contract;
2. Its baseline schedule covering all Milestones and the execution plan with the completion S-Curve;
3. Its subcontracting strategy;
4. The mobilization plan and initial schedule;
5. The engineering scope of work for each discipline and Key Deliverables;
6. The financial payment plan/milestones;
7. Proposed communication protocols and reporting templates;
8. The Health, Safety, and Environment (HSE) management plan, site-specific risk assessments, and mitigation plans;
9. The quality management plan and inspection and testing methodology;
10. The initial procurement plan with a material tracking schedule;
11. An overview of expected interfaces, permits, and approvals required from third parties or external authorities.

3.3 Progress / Follow-up Meetings

a. Progress review meetings shall be held weekly and/or monthly, as directed by the Employer's Project Representative, throughout the duration of the execution of the Works, for the purpose of—inter alia—monitoring performance and coordinating between the Parties.

b. Without limitation, progress review meetings shall address the following matters, as applicable:

1. Programme: Progress and status of the Works compared against the baseline/current schedule, actual versus planned progress (S-Curve), critical path status, and any delay events;
2. Look-ahead Planning: The Contractor’s rolling program for the upcoming period (30/60/90 days) and associated priorities or as directed by the Employer's Project Representative;
3. Recovery Plan: Any recovery plan required to address slippage, and the resulting realignment of priorities;
4. Procurement and Materials: Status of the procurement plan, material delivery schedules, and supply chain risks;
5. Subcontractors: Performance and coordination of subcontractors and Nominated Subcontractors (if any);
6. Health, Safety, and Environment (HSE): Safety statistics, incidents/near misses, and the status of corrective actions, etc.;
7. Quality: Status of inspections, tests, Non-Conformance Reports (NCRs), and the Punch List/Snag List;

8. Engineering and Technical Documents: Status of technical drawings, documents, and Requests for Information (RFIs), including any pending approvals;
9. Variations and Change Orders: Status of pending or issued variation orders and their impact on cost, schedule, local content, etc.;
10. Claims and Notices: Status of any notices, claims, or potential claims under the Contract, including Extensions of Time (EOT) requests;
11. Risk Register: Review and update of the project risk register, which shall be updated by the Contractor on a quarterly basis or as directed by the Employer's Project Representative, with all modifications tracked using track changes;
12. Interfaces and Permits: Status of interfacing/contracting with other contractors, utilities, or third parties, and the status of permits, licenses, etc.;
13. Commercial and Financial Matters: Status of invoices, payment certificates, and any financial matters related to the progress of the Works;
14. Local Content (LC): Performance against local content commitments, where applicable;
15. Any other technical, contractual, or financial matter raised by either Party.

c. The Contractor shall submit, along with the proposed agenda, updated progress reports, schedule updates, and any other documents reasonably requested by the Employer's Project Representative at least three (3) working days prior to each meeting, or within such other reasonable period as requested by the Employer's Project Representative.

3.4 Meeting Minutes

a. Minutes of each meeting shall be kept (archived), dated, and numbered consecutively, recording all matters discussed and/or agreed upon, including the responsible party and due date for each action item.

b. The review of the previous meeting's minutes shall be the first agenda item of each subsequent meeting of the same type, and any modifications shall be recorded and agreed upon accordingly.

c. The Contractor shall prepare the minutes of each meeting and forward them to the Employer's Project Representative for review within two (2) working days of the date of the meeting.

d. The minutes shall not be considered a true record of the meeting until approved in writing by the Employer's Project Representative and the Contractor. In the event of any disagreement regarding the accuracy of the minutes, the dispute shall be resolved between the Parties through the Employer in good faith and reasonably prior to the next meeting of the same type.

3.5 Action Register

The Contractor shall maintain an action register updated prior to each meeting, recording for each open action—inter alia:

- The responsible party;
- Description of the required action;
- Agreed completion date;
- Current progress status.

3.6 Emergency and Unscheduled Meetings

a. Either Party may call for additional meetings as reasonably deemed necessary for the execution of the Works, upon giving not less than one (1) working day's notice.

b. Notwithstanding Sub-Clause (a) above, either Party may call an emergency meeting without prior notice whenever circumstances require immediate discussion or decision-making, including, without limitation, the occurrence of an accident, incident, emergency, or critical path delay that materially affects the completion of the Works and the Contract Price.

4. Variations / Change Orders
4.1 Instructions

4.1.1 Any instructions for alterations to the Works, which are commensurate with the content and intent of the agreed Scope of Work, shall be issued using an Employer-approved form. Any instruction that alters the Contract terms or prices shall be formally endorsed by a Variation to Contract.

4.1.2 If the Contractor considers that an instruction affects the Contract Price or the time for completion, it shall notify the Employer's Project Representative in writing within the timeframes set out in Section 3 (General Conditions), referencing the instruction number. Such notice is procedural only and does not itself constitute a variation to the Contract.

4.1.3 The Contractor shall maintain an Instruction Register recording for each issued directive:

a. A sequential reference number for each directive;

b. Date of issuance and date of receipt;

c. Brief description;

d. Impact of the directive on price, duration, or Scope of Work in accordance with Section 4 (Scope of Work / Employer's Requirements and Local Content);

e. The relevant Contract variation order number, once officially approved, if any.

4.2 Variations to Contract

4.2.1 Any variation to the Contract shall be issued through an Employer-approved form (if any) to formalize any changes or alterations to the Scope of Work or any other part of the Contract.

4.2.2 Both the Contractor and the Employer shall sign each issued variation in two original copies; one original shall be forwarded to the Contractor and the other retained by the Employer.

4.2.3 Each variation to the Contract shall carry the Contract number and be numbered sequentially.

4.2.4 The Contractor shall maintain a Variation Register recording for each change request:

a. A sequential reference number;

b. The requesting party (Employer or Contractor) and date of request;

c. Submission date for approval and closure date;

d. Brief description;

e. Status (Under Review / Approved / Rejected / Withdrawn);

f. Relevant instruction number(s), if any.

4.2.5 The status of the Variation Register shall be reviewed as a standing agenda item during progress/follow-up meetings.

4.3 Certificates of Completion / Final Completion

4.3.1 The Contractor shall complete the Certificate of Completion/Final Completion using an Employer-approved form (attached in Section 3 – General Conditions) to signify the satisfactory completion of Milestones, the whole Work, or a part thereof in accordance with the Contract.

5. Employer Facilities Security
5.1 Security Passes

5.1.1 All Employer facilities are designated as restricted areas. The Contractor is responsible for coordinating with the Employer to ensure that all Personnel requiring access to these facilities obtain the necessary security passes.

5.1.2 The Contractor shall have and ensure the following—inter alia:

- Site Security Management;
- Gate Pass Management (Personnel & Vehicles);
- Control of Access and Movement;
- Documentation and Compliance (site access log);
- Any other related security matters.

6. Invoice and Payment
6.1 General

6.1.1 All invoices shall be submitted in accordance with Clause 15 of Section 3 (General Conditions) – Contract Price. The Contractor shall use the invoice format approved by the Employer, if any. Invoices shall be delivered to the address stated in Section 1 (Form of Agreement) or as otherwise requested by the Employer.

6.2 Minimum Invoice Contents

In addition to the requirements of Clause 15 of Section 3 (General Conditions) – Contract Price, every invoice shall show, at a minimum:

1. A sequential number for each invoice and its date of issuance;
2. The Contractor's name and address, matching exactly what is stated in Section 1 (Form of Agreement);
3. The Employer's address, matching exactly what is stated in Section 1 (Form of Agreement);
4. Contract title and number;
5. Description of the Works;
6. Milestone completion certificate, where applicable;
7. All approved variation orders and approved time extensions, if any;
8. Approved progress reports relevant to the billing period;
9. Purchase orders and supplier invoices, in the event of procuring materials or equipment;

10. Proof of payment of financial dues to subcontractors for the immediately preceding payment cycle.

If the Contract includes more than one type of pricing mechanism (lump sum, remeasureable quantities, or any other agreed basis), the invoice must distinguish between these types, either by separate lines within the same invoice or through separate invoices for each type, as necessary for clarity.

Invoices shall not include any altered, disputed, or unapproved amounts contrary to the Contract or any unapproved variation to the Contract.

7. Quality Management and Compliance Verification System
7.1 Quality Management (QM) System

7.1.1 The Contractor shall prepare and implement a Quality Management (QM) System to demonstrate compliance with the requirements of the Contract. The QM System shall be specifically prepared for the Works and submitted to the Employer within thirty (30) days of the Commencement Date. Thereafter, whenever the QM System is updated or revised, a copy shall promptly be submitted to the Employer.

7.1.2 The QM System shall be in accordance with the details stated in the Employer's Requirements, if any, and shall include the Contractor's procedures:

i. To ensure that all notices and other communications under the Contract, Contractor's documents, as-built records, O&M manuals, and suspension records can be traced, with full certainty, to the Works, Goods, workmanship, or test to which they relate;

ii. To ensure proper coordination and management of interfaces between the stages of execution of the Works, and between Subcontractors; and

iii. For the submission of Contractor's documents to the Employer for review.

7.1.3 The Contractor shall carry out internal audits of the QM System regularly, and at least once every six (6) months. The Contractor shall submit to the Employer a report listing the results of each internal audit within seven (7) days of completion. Each report shall include, where appropriate, the proposed measures to improve and/or rectify the QM System and/or its implementation.

7.1.4 If the Contractor is required by its quality assurance certification to be subject to external audits, the Contractor shall immediately give notice to the Employer describing any failing(s) identified in any external audit. If the Contractor is a Joint Venture (JV), this obligation shall apply to each member of the JV.

8. Documents
8.1 Deliverables

8.1.1 The Contractor shall provide the following documents to the Employer, including, but not limited to:

- Drawings and documents for review;
- Execution or implementation programmes;
- Meeting minutes;
- Approved drawings and specifications;
- Weekly and monthly progress reports;
- Any other documents required to complete the Project;
- Material status report including spare parts, if any;
- Variation Register;

- Operation and Maintenance (O&M) Manuals;
- Testing and commissioning reports;
- Defects or snag list (Punch List);
- Final Close-out Report;
- Any other documents pursuant to the Scope of Work.

8.1.1.1 Operation and Maintenance Manuals

i. The Contractor shall prepare and keep up-to-date a complete set of operation and maintenance manuals for the Works (the "O&M Manuals"). These Manuals shall be submitted to the Employer in accordance with the contractual provisions (Section 3 – General Conditions).

ii. The Works shall not be considered complete until the Employer has received and accepted the final O&M Manuals.

iii. The format and content of the O&M Manuals shall be sufficient to enable the Employer to:

a. Operate, maintain, adjust, dismantle, reassemble, and repair the Works, sections, and/or plant, ensuring continued compliance with the performance criteria set out in the Employer's Requirements and the Schedule of Performance Guarantees;

b. Include an inventory of spare parts necessary for future operation and maintenance.

8.1.1.2 Prior to the commencement of the Tests on Completion, the Contractor shall submit provisional O&M Manuals for the Works or the relevant section for the Employer's review. If, during the tests, any error or defect is found in the provisional manuals, the Contractor shall rectify such errors or defects promptly and at its own cost.

8.1.2 The Employer's review or acceptance of the O&M Manuals shall not relieve the Contractor from any of its obligations under the Contract. The Contractor shall be responsible for providing and maintaining comprehensive documentation required for the performance of the Work.

8.1.3 The Contractor shall be responsible for providing and maintaining comprehensive documentation necessary for the execution of the Works. It shall retain all original copies in a secure place and shall secure an electronic backup copy of all documents.

8.1.4 Unless stated otherwise, the Contractor shall provide the Employer's Project Representative with two (2) copies (electronic and hard copy) of all documents issued by the Contractor. The only exception to this is final approved documentation, for which the Contractor shall provide three (3) electronic copies on a long-term reliable digital storage medium as specified by the Contract or the Employer in both their native format and PDF format—including, but not limited to, SSD or cloud storage approved by the Employer.

8.2 Electronic Format

8.2.1 All computer-readable documents that form part of the documents issued to the Employer shall, in addition to hard copies if required by the Employer, be delivered in electronic file formats acceptable to the Employer.

8.2.2 Acceptable file formats are as follows:

- CAD files – AutoCAD – latest version;

- Text files – MS-Word – latest version;
- Alphanumeric/Data files – Excel – latest version;
- Planning – Primavera – latest version.

8.2.3 The Contractor shall maintain a complete record of all correspondence related to the Work. The Contractor shall store all contract correspondence in fireproof storage.

8.2.4 The Contractor shall provide and maintain in the Contractor's Site offices the latest issues of all relevant rules, regulations, standard specifications, and documents.

9. Progress and Reporting

9.1 General Reporting Requirements

9.1.1 The Contractor shall, for the duration of the Contract, provide accurate and timely reports of progress, including Health, Safety, and Environment (HSE), local content, and the financial status of the Work. The reports shall highlight all trends that impact the Programme and/or the Contract Price, include explanations for deviations from the Programme, and propose remedial action, revised plans, and projections.

9.1.2 The detailed format and content of the Contractor's reports shall be developed by the Contractor and approved by the Employer's Project Representative. Any consequences arising from late and/or inaccurate reporting to the Employer shall be for the sole account of the Contractor.

9.1.3 The Contractor shall develop a clear, auditable progress measurement procedure for calculating both planned and actual physical progress, based on physically measurable criteria and weightings for each activity or work package. Engineering progress shall be based on the document and drawing register, procurement progress shall be based on commitments and materials physically delivered to the Site, and construction progress shall be based on physical completion.

9.2 Programme

Within fourteen (14) days of the Effective Date, the Contractor shall submit its Programme, prepared using Primavera—or any other equivalent software approved by the Employer—for approval or information in accordance with the Contract. The Programme shall, as a minimum, illustrate the precedence network and critical path, payment milestones and penalties, external and internal interfaces, Work Breakdown Structure (WBS) coding, and shall be updated as requested by the Employer's Project Representative or Section 3 (General Conditions).

9.3 Weekly Progress Report

The Contractor shall provide a weekly progress report by Sunday of each week (or the first working day following if Sunday is a holiday), which shall include, at a minimum: milestones and significant events achieved; planned and actual manpower for the Contractor and major subcontractors; major activities planned for the following period; items requiring action by the Employer's Project Representative; and any actual or potential problems affecting progress.

9.4 Monthly Progress Report

9.4.1 The Contractor shall submit a monthly progress report to the Employer's Project Representative on the Thursday following the Sunday cut-off date for the reporting period. The cut-off date for the reporting period shall be the last Thursday of the calendar month. The report shall be submitted and shall include, at a minimum:

(a) A narrative summary of overall progress, major accomplishments and concerns per work package, and proposed corrective actions;

(b) Key contract data and financial status, including financial completion percentage, invoice status, and approved variation orders;

(c) Manpower and equipment statements showing planned versus actual numbers for the Contractor and subcontractors, supported by daily site attendance logs;

(d) Updated programme status featuring the S-Curve showing planned versus actual progress and the critical path;

(e) Delay percentage, calculated as follows—pursuant to Clause 8.6 of Section 3 (General Conditions):

$$\text{Delay Percentage (\%)} = \left(\frac{\text{Total Duration of Delay in Days}}{\text{Original Approved Duration in Days}}\right) \times 100$$

(f) Status of materials and equipment delivered to the Site versus planned and outstanding, highlighting critical items;

(g) Performance of subcontractors and their compliance with agreed schedules;

(h) HSE performance summary, including incidents, lost-time hours, and training/inspections conducted;

(i) Quality control summary and any non-conformance reports;

(j) Not less than ten (10) high-quality color photographs (A4 size) taken from fixed vantage points illustrating work progress at each site;

(k) Summary of incomplete items currently or prospectively affecting progress, and proposed remedial means;

(l) Any other information deemed important by the Employer's Project Representative.