

# **The System of Government Works and Its Applications in Jordan Compared to the Construction Contract Letter 1999 and the Ways of Resolving Disputes and Settling by Alternative Means (Mediating and Arbitration)**

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## **The First Section**

### **1. The System of Government Works and its applications**

#### **Introduction**

This section aims to introduce the system of Government Works No. (71) For the year 1986 with mention to a group of articles that contained therein with a focus on linking them with common book contract of contracting articles for construction projects (FIDIC -1999) which related.

#### **1.1. Overview of Regulation No. (71) for the year 1986:**

The system is issued based on the articles (114) and (120) of the Constitution on the basis of Council of Ministers Resolution dated 11/18/1986, has been published in the Official Gazette dated 01/12/1986 and in effect since the date of 1/1/7198, it was been issued numerous of amendments published in the official Gazette of the system.

#### **1.2. The Methods of the Bidding:**

It has been identified The system of government works in Article (5) from Section IV of the style implementation of government works and services in one of the technical following ways:

- 1.2.1. Public bidding.
- 1.2.2. A bidding by special invitations
- 1.2.3. Compulsory form
- 1.2.4. The direct implementation

The law was stipulates in Article (6) on the need to take into account a set of rules when asking any bidding which related to the government technical services & works, including but not limited:

#### **The Article (6/a) of Regulation No (71) for the year 1986**

((Implementation of government technical services and works through a bidding whenever it is useful and practical, and that is not the announcement of the launch of any bidder or any action of any compulsory unless the financial allocations are available to be implemented or committed to the Council of Ministers (providing by authorized the Minister of Finance / general budget)).

The provisions of this Article of this system directly linked to the provisions of Article (2/4: Employer's Financial Arrangements) of the conditions of common book contract of contracting articles for construction projects (FIDIC -1999) which stipulates:

((The employer have to within (28) days after receiving a request from the contractor deliver him reasonable evidence that he has done the necessary financial arrangements to provide a streamlined payment contract value (according to estimates at the time), in accordance with the provisions of "Chapter XIV". But if the employer intended to make any material adjustment to these financial arrangements, it has to notify the contractor by details which relating to that)).

Thus, it is better to the party that in the process of the bidding a commitment the provisions of Article (6 / a) of the governmental the system works in terms of the need for action to provide the necessary financial provisions for the implementation the bid.

And the lack of financial allocations, which may result in a failure to respond to the request by the Contractor in accordance with Article (2/4) above and / or the failure to pay financial dues accruing under payment certificates consequences dealt with the contractual terms of conditions of common book contract of contracting articles for construction projects (FIDIC -1999) in the article (16/1), which include increasing the duration of achievement - is not consistent with the goals of the two teams - and increase the value of the contract through the financial claims which may be realized in accordance with the operative "Chapter twenty" of conditions (FIDIC 1999 -).

Based on that the employer is recommended surely on the availability of financial allocations before entering into a binding contract with the contractor and the time itself advised the contractor not to enter into any binding contract with any other party for the implementation of the project is uncertain availability of financial allocations, as such a move may represent Introduction real filed for bankruptcy in particular for contractors who do not have sufficient quantum of financing capacity as the a bidder to take into account that the settlement of the dispute in accordance with the provisions of the chapter twenty - including arbitration – it is not the optimal choice from the purely commercial standpoint .

### **Article (6/b) of Regulation No (71) for the year 1986**

((Apply the principle of competition and give equal opportunities for capable and qualifying actors to carry out works or provide technical services whenever possible and the way it deems by the competent authority is suitable, taking into account to give a sufficient period for contractors, consultants, study the bidding documents and suit Proposals to the nature of the technical works or services required)).

Be useful when addressing the provisions of this article touched on very important axes:

#### **1.3. The first axis**

The note contains to the text of Article (1/1/3/1: Base Date):

From the contractual terms of the common book contract of contracting: 1/1/3/1 - "Base Date": Means the date that precedes the filing deadline for the bidding offers with (28) days)), Where it should be noted in this context to the following:

1.3.1. May have to modify this period if the conditions will be applied to the tendering under the deadline for bidders for the (28) days.

1.3.2. There are some commitments and information associated with the Base Date as it is, very briefly, what depends on ("Base Date") From the Information and obligations is as follows:

1.3.2.1. Location data of the physical conditions of the unforeseen.

1.3.2.2. Adjustments due to changing legislation and changing in costs.

1.3.2.3. Currencies payment and exchange prices.

1.3.2.4. Rights of compensation arising from the intellectual or industrial property.

1.3.2.5. Insurance cover on works after one year on this date (date basic) if no longer available on reasonable commercial basis.

Based on this, and because that the commitments foundations of the bidder to build his financial offer them, it is desirable that the period shall be given to the bidders are (28) days and in line with the terms of the contract (FIDIC) aforementioned, which will later form an integral part from the bidding documents.

#### **1.4. The Second axis**

It is to emphasize the importance to give sufficient time for bidders to submit financial bids after studying the bidding as much as well.

It will allow providing many of the clarifications by bidders, which could be the employer and / or engineer to obtain an adequate opportunity to issue supplements that will remove many of the occurrences of ambiguities and inconsistencies that may occur when preparing the documents, which will result to:

1.4.1. Obtaining a balanced and well financial offer thought out well after removing any contradictions or ambiguity in the contract documents.

1.4.2. Reduce the likelihood of contractual disputes based on the explanation of each from the teams of the contract documents.

1.4.3. Reduce the possibility of delay in the bid and / or increase its agreed value.

### **Article (6 / c) of Regulation No (71) for the year 1986**

((adherence to referral by the best offers that meet the terms of the invitation to tender and the most appropriate prices, taking into account the degree of required quality and the possibility of implementation within the specified period and the ability of the contractor and the Chancellor to do the work required by the terms and conditions))

It is recommended to be studying prices of bidders so as to make sure that the listed price is the price very real to carry out the work in accordance with the technical specifications required and regardless of what is contained in the methods of auditing the financial offers that rely calculations mainly for evaluation as is recommended bidder timeshare itself to provide analysis in items and Detailed financial cost to the bid, which will definitely be an effective tool in resolving many From the contractual disputes in the future.

### **Article (6 / f) From the Regulation No (71) for the year 1986**

((To be all agreements contractual terms and conditions in the Arabic language and may be specifications, drawings and technical reports and correspondence in the English language))

The basic terms of the contract approved in government bids in Jordan has been prepared as a copy of an Arab translated from the English version of the construction contract (FIDIC 99).

In fact that it must take into account a very important issue which the meanings assigned to the definitions contained in the first chapter of the terms of the contract, which was distinguished in "Capital Initials" in the original English version, which must be distinguished Arabic version in a different way.

On the other hand, it must refer to what is stated in the text of Article (1/4) from the terms of the contract in this regard:

**(1 \ 4) Law and Language:** This contract is subject to the law of the State (or any other authority) as it is identified in the Annex to the tender offer.

If some terms of the contract have been formulation by more than one language, the language specified is that the tender offer extension language is adopted.

Should specify the language of communication in the tender offer extension if not identified the language that is taken by the formulas contract (or mostly that it is "the language supported").

Article (1/4: Law and) distinguishes between the concepts (Contract ruling language) and (Communication language) its notes that also in the incoming tender extension both from them within the two types of different selections based on the same number of article (1/4).

It has to determine (Communication language) an extension in the tender offer also required text if there is more than one language can be used as may be the language of everyday communication in the Arabic language, for example, while progress reports and specifications in the English language.

The determination of (communication language) in the extension tender offer an obliged, especially if they have been taking into account the last sentence of the third paragraph, which states (.. If have not been identified the language then depend on which the format language contract (or mostly) that it is the "language approved").

In conclusion, in this context, it has to all from the bodies that will work on the preparation of documents and the bidder who will be studied, attention to the proceedings (arbitration) will be in the identified communication language according to the text of Article (1/4).

### **1.5. Implement bidding in Compulsory style**

In this part it will review of the rules relating to the implementation the bidding style through Compulsory form / article (21 / A) for the bidding works:

((Works is executed by negotiation and compulsory, according to the following authorities are signing agreements related by the competent authority or person has a writing authorized by him in and include:

1.5.1. Decision from the Council of Ministers upon the recommendation of the Minister if the bid regard to the ministry and upon the recommendation of the minister and the minister concerned if the bid pertains to any other department, and the value of the works in any of the cases of more than 100 000 dinars, and have to be the placement coupled with the recommendation of a technical committee formed by the Minister and the minister concerned from who owning competence and expertise in the subject of the bid (authorized the minister a validity decision if the bid regard to the Ministry of Public Works and Housing, and the value of the works of more than (100) thousand dinars and not exceeding 250 000 dinars, and authorized the Minister and the Minister the competent authority to the decision if the bid regard to the other departments from the Ministry of public Works and Housing and the value of the works of more than (100) thousand dinars and not exceeding (250) thousand dinars.

1.5.2. Decision of the Minister upon the recommendation of a technical committee formed by the Minister under the chairmanship of the secretary-general or the decision of the competent minister, upon the recommendation by the bids Commission circuit, if the value of the works not more than 100 000 dinars.

1.5.3. Decision of the Secretary-General upon the recommendation of a technical committee formed by the competent minister or a decision by the governor, upon the recommendation of the bids Commission if the value of the works not more than 30 000 dinars.

It is noted that the procedures for awarding bidding controlled to get approvals based on specific financial ceilings under a system of government works No (71) for the year 1986 according to the operative part of Article

(21 / A) it mentioned above.

It is worth noting in this regard that this principle adopted by the applicable system as well as the procedures for issuing variation orders that will be addressed in a separate subject from the this section.

And certainly the most prominent faces responsible parties for the preparation and modification the system of government works of challenges over the coming years is to re-estimate the value of financial ceilings specified for all the authorities as a result of changing economic factors that determine the value of working on these ceilings on the both local and global levels.

As it will be for these amendments a significant impact in reducing the periods of time it takes to get the approvals process, which plays a crucial role in meeting the requirements of the employer in terms of the implementation of direct and legitimate time same velocity give approvals with respect to the subject (variation orders).

### **1.6. The variation orders**

It has been allocated title VII of the system of government works to address the issue of variation orders and procedures for issuance and reviewing the provisions of Article (22 - d) of the system found:

((D) if the need arises to hold any modification, addition or change during the execution of bidding works or technical services either for the preparation of studies, designs and documents or to oversee the implementation of the projects, the decision referral the bid shall remain in force and the consequent authority responsible for supervising the implementation of the bid to offer technical advance report to the employer that includes justifications for doing extra chores and the need for it and its impact on the value of the tender and the appropriateness of the proposed prices for all items it's variation orders to take the necessary approvals it and send a copy of this report to the Minister attached with all the documents to study the reasons for the issuance of variation orders and justifications and the proposed prices.

The Minister has the right to request any information it deems necessary for the purposes of this study and has informed the competent minister or the head of cabinets on the point of view of the Ministry of Public Works and Housing in this regard and performed additional works and change orders after approval according to the following authorities: ))

Noted that the first paragraph of Article (d) has been shown explicitly that the amendments and / or additions do not affect the continuity of the contract, has surrounded this paragraph to the device project supervisor responsible for submission of the report, which shows the value of the additional works and how it's needed with the extent appropriate prices, which agree the text of articles (12/3) and (13) of the terms of the contract.

However, it is noted in this article and the existence of financial ceilings to determine the value of the variation orders based upon the competent authority by issuing and / or approval and in what follows a review of the powers of the issuance of variation orders in accordance with the system of government works No. (71) For the year 1986:

#### **Authority of the supervising engineer:**

((1- by decision of the supervising engineer if the total value override at least 5% of the tender value or (5000) dinars, whichever is less)).

#### **Authority of the General Security:**

((2 - by decision of the Secretary-General if the total override in additional business during implementation between (5-15%) of the bid value, or the sum of (30) thousand dinars, whichever is lower bids for works or between (5-15%) of the bid value or the amount of (10) ten thousand dinars, whichever is lower bids for technical services)).

#### **Authorities of the concerned minister of Article (22 - d - 3 - a):**

((3- a- by decision of the minister concerned, upon the recommendation of a technical committee formed for this purpose from three engineers specialized subject variation matter and non-observers to oversee the implementation of the project required the issuance of an variation order, and that if the total override in additional works during the execution of more than (30) thousand dinars, or on the rate of increase (15%) of the tender value not exceeding (25%) of them. In all cases, require that no more than this to encroach upon the (250) thousand dinars for bids and Works (30) thousand dinars for tenders to prepare studies and designs and tender documents and (50) thousand dinars for bids supervising the implementation of the project. ))

#### **Authorities of the concerned minister (Article 22 - d - 3 - b)**

((3- B- the decision of the competent minister, upon the recommendation of a technical committee formed by the Minister in charge of three engineers specialized subject variation matter and non-observers to oversee the

implementation of the project required the issuance of an variation order, if the total override in the value of the business and additional quantities during execution of more than (25 %) of the value of the bid, provided that not more than the value of the business (50) thousand dinars for bids and Works (10) thousand dinars for tenders to prepare studies and designs and tender documents and (15) thousand dinars for bids to supervise the implementation of projects.

**Authority of the Ministerial Committee**

((4: First -A- by decision of the panel in accordance with the provisions of paragraph (b) of this item upon the recommendation of minister concerned based on a recommendation of a technical committee formed by the Minister in charge of three engineers from the subject matter of variation observers from non oversee the implementation of the project on that subject decisions to authenticate the Prime Minister and if it exceeded the percentage or value the work done as a result of the extra work and the increase in quantities during execution validity of minister concerned set forth in item (3) of this paragraph.))

**4-B- constitutes a committee headed by the Minister and the membership of:**

- Minister of Finance
- Minister of Justice
- Competent minister
- Director General of the Department of Government Tenders

(4: Second-a- The Committee shall hold its meetings at the invitation of its president and the meeting is legally in the presence of at least four of its members to be its president and the minister in charge of them and take decisions unanimously or by majority of three of its members present, at least, if not available, the majority unfurled the minister comes to Council of Ministers to take the appropriate decision.))

((B- a- Minister of Government Tenders Department secretary designate an employee to this committee.))

((4: Third: The Government Tenders Department is the competent department to follow up the decisions of the Committee.))

It is noted that the system of government works No (71) for the year 1986 has been restricting the procedures for obtaining specific approvals for the transformative powers of commands according to what is contained in the text of Article (22 - d) of Title VII / procedures for variation orders.

The text of the amendment contained in the terms of the contract has special material (3-1) on the need to take the engineer of the approvals necessary for the issuance of variation orders, which may be in accordance with the provisions of Article (22 d) The system works by government is not the prerogative of the (employer) defined under the provisions of Chapter One Terms of the contract and the time same has enjoined the text of Article (1/3: communications) of the terms of the contract not to be blocked (approvals) Unreasonably Withheld or Delayed .

In order to reconcile between these partial contracts on the subject of taking approvals and stated in the system works governmental No (71) for the year 1986, it is not necessary to focus on the importance of a margin approximation within the financial allocations needed for tendering dedicated to spend on any orders intrigues unexpected addition to the basic role played by the process of reviewing documents by (Engineer), which is often stipulated in the Convention on Engineering Services (Consultancy Agreement.)

It is worth noting in this context that the system government works No (71) for the year 1986 and all amendments thereto, may be dealt with in the meaning of article (22 d) what he missed out on the terms (FIDIC 99) - Contrary to copy the past decade / Red Book (Edition fourth 4th edition) - is to determine the financial ceiling for changes so that it is continuing to perform the contract in spite of the presence of additional work may increase the rate of about (25%) of the contract value acceptable or may be worth more than the sum of (250,000) two hundred and fifty thousand dinars.

**The second section**

**2. The Contract Documents**

**2.1.** The aim of this section is to highlight the constituent documents of the contract, which will be addressed in detail in the item (2-2) below, according to the sequence and the definitions contained in the contractual terms of the Book Construction Contract (FIDIC 99) with guided text contrast in the English version of the terms of the contract MDB HARMONISED EDITION.

**2.2.** Contract Documents: 1.1.1.1” Contract” means the Contract Agreement, the letter of Acceptance, the letter of Tender , these conditions ,the Specification, the Drawings, Schedules, and the further documents (if any)

which are listed in the contract agreement or in the letter of Acceptance . MDB HARMONISED EDITION  
PAGE {1}

**Contract:** Means the contract agreement, the book acceptance, the book of the tender offer and these terms and conditions, charts and tables and any other documents (if any) are included in the contract agreement in the book acceptance. (FIDIC 1999)

**Notes:**

- 1- It is noted the existence of additional documents on those that made by the employer to provide the bidder at the time of submission of already offers (Tender Date).
- 2- It will be invited bidders who the owners of preference by the employer to attend the so-called (post-Tender meeting) where it is ending the bidder Outstanding issues arising from the contractor Tender and the result is the production of the document called Minutes of post Tender meeting, or like this document, and it has the highest priority in the application even on what is contained in the terms of the contract and on ensure that the two teams will be keeping this such documents on top-ranked and the result be formally approved (Formally Agreed) before included in the final contract documents.

((Agreement (if any) means the contract "Contract Agreement" 1.1.1.2 referred to in Sub-Clause 1.6 {Contract Agreement}.) MDB HARMONISED EDITION PAGE {1}

**Contract Agreement**

The Common Construction contract letter (FIDIC 1999)

**Notes:**

- 1- To distinguish between the contract and the contract agreement it must refer to the basic definitions for each of them and review the components of a document (contract agreement) The contract includes a: 1. Contract Agreement, 2. Indictment, 3. Letter of Tender Offer, 4. conditions (public and private), 5. Specifications (public and private), 6. Charts, 7. Tables, 8. and any other documents, if any, are included in the contract agreement or in the acceptance letter, **While** the agreement contains the names of the parties, the definition of the project (subject of the contract), the task of each team (general obligations) with a statement of the accepted value of contract and the time of achievement and agreement must be a written (1/2).
- 2- It is better to be added in the Contract Agreement each of the date of commencement and the basic date, the rules of the arbitration proceedings, as all that would develop a set of choices that will determine the range of contractual obligations for the future.

**Letter of Acceptance**

((1.1.1.3 "letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the letter of Tender, including any annexed memoranda comprising agreements between and signed by both parties .If there is no such letter of Acceptance, the expression "letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the letter of Acceptance means the date of signing the Contract Agreement.))  
MDB HARMONISED EDITION PAGE {1}

**Notes:**

The Common Construction contract letter (FIDIC 1999)

- 1- Is the book signed by the employer who tells the winning bidder it for referral the tender him and sometimes referred to (by referral) or (reporting the decision of assignment) - According to the reality of the situation - and can be accompanied by state memoranda agreed upon by both teams before the conclusion of the Convention to eliminate any confusion or They subsequently settled contradiction with the free time and the same individual can determine through the state of alternatives agreed extension in the tender offer (if the contractor wishes to do so).
- 2- The letter of acceptance becomes a contract under which standing and binding is an admission "to an accepted" bidder represented by the letter of the tender offer of Tender and if they are not issuing then the contract agreement will consider a letter of acceptance and the date of its conclusion is the date of issuance (Article 1 / 1/1/3).
- {... If there is no such letter of acceptance, the expression" letter of Acceptance" means the contract Agreement and the date of issuing or receiving the letter of acceptance means the date of signing the Contract Agreement.}

### **Letter of Tender**

((1.1.1.4 “Letter of Tender” means the document entitled letter of Tender or letter of bid, which was completed by the contractor and includes the signed offer to the Employer for the works. MDB HARMONISED EDITION PAGE {1}))

**Letter of Tender:** Means the document called The Letter of offer Tender updated by the contractor and include offer on the work that was signed by the contractor and submitted to the employer. The Common Construction contract letter (FIDIC 1999)

### **Notes:**

- 1- This Letter is a display of the bidder to enter into a legally binding agreement and the tender offer Letter called "letter of Tender" in order to distinguish it from the so-called package of documents (tender offer).
- 2- a tender offer "letter of Tender" according to the attached form within the models contained in the terms of the contract and the book includes special tender offer include:
  - Identify tender documents package (what the contractor pricing whereby).
  - A statement the price offered (financial offer)
  - Determining the validity period of offer (90 days for example)
  - Guarantee the tender (ensure commitment the contractor his offer).
  - Appointment of a cabinet resolution of disputes (confirmation of this Contractual.

### **Specification**

“(1.1.1.5 “Specification” means the document entitled Specification, as included in the contract, and any additions and modifications to the Specification in accordance with the contract. Such document specifies the works.)” MDB HARMONISED EDITION PAGE {1}

**Specification:** Means the document named as well as and that define specifications the works covered in the contract .and any additions or amendments thereto are in accordance with the provisions of the contract. The Common Construction contract letter (FIDIC 1999)

### **Drawings**

“(1.1.1.6 “Drawings” means the drawings of the works, as included in the contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the contract.)” MDB HARMONISED EDITION PAGE {1}

**Drawings:** means the Drawings of Works are included in the contract and any additional or modified Drawings which issued a by employer (or his representative) under the provisions of the contract. The Common Construction contract letter (FIDIC 1999)

### **Notes:**

- 1- Drawings & Specification" are two documents define what is required of the Contractor contractually - Other those requirements contained in the terms of these documents It also includes (as noted in define) any later modifications or additions made by Contractors in accordance with the provisions of the contract.
- 2- It is noticeable absence in the work (s) text in Arabic phrase (... Such document specifies the works) contained in the definition of specifications "Specification" in paragraph (1.1.1.5) of Red Book- MDB HARMONISED EDITION such close sets (described) work.
- A document specification includes both general specifications and special specifications and special specifications ahead of the general specifications.

### **Schedules**

“(1.1.1.7 “Schedules” means the documents entitled Schedules, completed by the contractor and submitted with the letter of Tender, as included in the contract. Such document may include the Bill of Quantities, data, lists, and Schedules of rates and or prices.)” MDB HARMONISED EDITION PAGE {1}

**Schedules:** the documents called schedules that provided by the contractor and supplemented with a letter as the tender offer are included in the contract can include this document table quantity, data and lists and schedules unit prices. The Common Construction contract letter (FIDIC 1999)

### **Notes:**

- 1- These may include document as specified in paragraph (1.1.1.7) of Red Book- MDB HARMONISED EDITION BOQ Bill of Quantities, data, lists, tables prices and wages Schedules of rates and or prices., While can include this document according to the text of paragraph (1.1.1.7) of the notebook held entrepreneurial common construction projects (FIDIC 1999) the BOQ, data, lists, tables unit prices.
- 2- Issuance of These schedules by the (Employer) and the bidder (contractor later) by supplementing.
- 3- It is noted that the definition of "schedules" in paragraph (1.1.1.7) shows that these schedules can

include the BOQ Bill of Quantities knowledge later under paragraph text (1.1.1.9 Bill of Quantities and Day Work Schedule and Schedule of payment) which totally are considered as well as the called documents and covered under the tables.

**Tender**

“((1.1.1.8 “Tender” means the letter of Tender and all other documents which the contractor submitted with the letter of Tender, as included in the contract.))” The Common Construction contract letter (FIDIC 1999)

**Tender:** means the letter of tender offer and the entire contractor submitting other documentation with it, and covered by the contract.

**Notes:**

- The (Tender) means letter of Tender plus what contractor adding by other documents and covered by the contract.

**Bill of Quantities**

“((1.1.1.9 “Bill of Quantities” and “Day Work Schedule” and “Schedule of payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.))” MDB HARMONISED EDITION PAGE {1}

**Bill of Quantities & Day Work Schedule:** Means the documents that called and as well as the covered within the "schedules". The Common Construction contract letter (FIDIC 1999)

**Notes:**

- 1- These terms are defined within the subsection under the number (1/1/1/9) of the English version Red Book- MDB HARMONISED EDITION while she received within the subsection under the number (1/1/1/10) within the book contract entrepreneurship common construction projects (FIDIC 1999) with Note the presence adding in the title of the article to the term: Schedule of Payment Currencies.
- 2-These documents shall be included in the "schedules" and knowledge under the text of the article (1/1/1/7) and so it is useful to emphasize that he is issuance of These schedules by the employer The bidder (contractor later) and by supplementing it up to discrimination these "schedules" for other pages by issuing an employer (e.g. supplement tender offer).
- 3- Its useful to mentioned that the "schedules " document constitutes the lowest-order (No- 8) of the contract documents which ranked according to priority in the text of Article (1/5: priority of documents) The Common Construction contract letter (FIDIC 1999)

**Appendix to Tender**

“((1.1.1.10 “Contract Data” means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.))”

**Appendix to Tender:** Means the page thread which completed and so-called "tender supplement" and the accompanying in the letter of the tender offer which constitute a part of it. The Common Construction contract letter (FIDIC 1999)

**Notes:**

- 1- The definition stated of that term within the sub-article under the number (1/1/1/10) of the English version Red Book- MDB HARMONISED EDITION while she received within the subsection under the number (1/1/1/9) within The Common Construction contract letter (FIDIC 1999) with note presence of the following fundamental differences between the two texts:
  - This term is mentioned in the English version of the Red Book- MDB HARMONISED EDITION under the name (Contract Data) while it mentioned in a The Common Construction contract letter (FIDIC 1999) under the name (Appendix to Tender).
  - The text contained within the English version Red Book- MDB HARMONISED EDITION shows that these pages are updated by the employer and include (Contract Data).
  - According to what has been mentioned above, it must distinguish between the word (Data) contained within the definition of the term "Schedule" in the English version MDB HARMONISED EDITION in sub article (1/1/1/7) and between the term (Contract Data ) defined in paragraph (1/1/1/10) of the same version.
  - its noted of English version in EDITION MDB HARMONISED that these pages that constitute the so-called (part of the Particular Conditions -/ Part "A", which are classified document top-ranked of the special conditions which have been mentioned in the English version under the name of Conditions part of the Particular - Special Conditions / part "A" while the text of The Common Construction contract letter (FIDIC 1999)in sub article (1/1/1/9) shows that this term is completed and page thread called "supplement tender Offer" and the accompanying the Book of the tender offer which constitute a part of it.
- 2- Its note that many of the contract items are indicate for this Appendix, if did not mentioned any limitations then it considered non-applicable.
- 3- " Appendix to Tender " is included in the contract documents ranked according to priority in the text



of Article (1/5: priority of documents: (Priority of Documents from the letter contract contracting common construction projects (FIDIC 1999) and in any case the majority of (Employers ) tender offer supplement be included as a separate document ((despite the fact that the original terms of the contract indicate that this supplement is a part of the letter of tender offer)) is classified as a top-ranked document of the special conditions of the contract.

- 4- It is important to the Contractor to examine the evidence contained in the “Appendix to tender “cautiously and accuracy to ensure the evaluation Impact on Tender correctly evaluated.
- 5- If the opinion of the Contractor that the evidence listed in Annex incorrect or disproportionate on the other hand (non conforming) with their references in general terms of the contract, it must get a clarification by (the Engineer) before the filing date Clarification in the pre-tendered period in what follows is an example of a dispute arbitration touched it reference (Contractor Guide) In one construction contracts did not specify the percentage adjustment for amounts backup percentage of Adjustment to Provisional Sum or the percentage to be paid to the contractor for a "reserve amount that is being spent," If there were no tables article (13/5 / b) where left empty Blanked by the employer nutshell dispute arose, and despite protests from (contractor) continued, but he was sentenced later that he had before that are not calculated state ratio has accepted a nil percentage and therefore he does not deserve his state an additional payment under this title - hence the importance of examining the bidder for this supplement well and many of the views are going to not leave the box selections in the supplement of tender void, but that the party that is working on preparation of documents explicitly stipulating in this box for an exception to an increase in awareness bidder for the tender invocation of the exception subject of research.
- 6- The following the reference paragraphs of the contract included in the model of Appendix to tender: (“Appendix To Tender) according to what is contained in (D- offer models, guarantees, agreements and data / common Letter of construction projects / Part II Special Conditions (FIDIC 1999) / Ministry of Public Works and Housing):”
  - Article (1/1/2/2): employer / name of the employer.
  - Article (1/3: Communication, paragraph "b") / address of the employer.
  - Article (1/1/2/4: Engineer) / the Engineer name and address.
  - Article (1/1/2/3: Contractor) / Contractor Name.
  - Article (1/3 paragraph "B" Communications / address of Contractor.
  - Instructions / Bails on the tender
  - Instructions / warranty repair defects.
  - Article (1/1/3/3: for Achievement Time of Completion) / duration of achievement for works.
  - Article (1/1/3/7: the notice period will fix defects Notification Period) / notice period will fix defects.
  - Article (1/4 law and Language) / the law governing the contract.
  - Article (1/4 law and Language) / approved language in the contract.
  - Article (1/4 law and Language) / Contact language.
  - Article (2/1: Right of Access Site) period, which will give the Contractor right of access to the site.
  - Article (4/2: Performance Security) / determine the value of the performance guarantee.
  - Article (4/9: Quality Assurance) / Quality Assurance System.
  - Article (6/5: Working Hours) / work time usual.
  - Article (8/1: direct action Commencement of Work) / specified period to work directly after the date specified for directly.
  - Article (8/7: Delay Damages) / value of the compensation for the delay.
  - Article (8/7: Delay Damages) / maximum value of the compensation for the delay.
  - Article (8/13: Part time works) / reward achievement early.
  - Article (10/1: Taking over of the works and section) / specified period received by the Committee for Public Works projects, hospitals, power plants and what he represents.
  - Article (13/5: Provisional Sums) / percentage to be paid to the contractor for the amount of the reserve, which is cashed if not contained in the tables.
  - Article (13/8: Adjustments for change in cost) / spreadsheet amendment: materials subject to price adjustment due to the change costs.
  - Article (14/2: Advance Payment) / value of the down payment.
  - Article (14/15: Currencies of Payment) currency payment to the contractor.
  - Article (18/1: General Requirements for Insurance) / submit documents Insurances.
  - Article (14/3: Application for Interim payment Certificate) / proportion of detainees.
  - Article (14/3: Application for Interim payment Certificate) / upper limit of retentions.
  - Article (14/5 Plant and Materials Intended for the works) / preparations when access to the site.
  - Article (14/6: Issue of Interim payment Certificate) / minimum value of the progress payment.

- Article (14/7: payment) / currency exchange rates.
- Article 14/8: Delayed payment) / legal interest rate (financing expenses).
- Article (18/3: Insurance against Injury to Persons and Damage to properties) / minimum value of insurance against third party.
- Article 20/2: Appointment of the Dispute Adjudication Board) / formation of the dispute resolution.
- Article 20/2: Appointment of the Dispute Adjudication Board) / period of appointment of a cabinet resolution of differences.
- Article (20/3: Failure to Agree Dispute Adjudication Board) / body that appoints the Council of resolving disputes in the absence of agreement between the two teams.
- Article (20/6: Arbitration) / authority to appoint arbitrators in the event of failure of the parties for the appointment.
- Article (20/6: Arbitration) / number of members of the arbitral tribunal.
- Article (20/6: Arbitration) / procedural rules for arbitration.
- Article (1/1/5/6: Section) / Public Works Departments.

### 2.3. Contractor's Documents

“(1.1.6.1 “ Contractor's Documents” means the calculations, computer programs and other software, drawings, manuals, modals and other documents of a technical nature (if any) supplied by the Contractor under the Contract.))” MDB HARMONISED EDITION PAGE {4}

Contractor's Documents: Calculations mean memos and computer programs, drawings, Marquette, evidence and other documents of a technical nature (if any) by the Contractor under the contract. The Common Construction contract letter (FIDIC 1999)

#### Notes:

- 1- Sub article (1/1/6: Other Definitions) provides definitions of words and terms (Unclassified) and that naturally includes Contractor documents.
- 2- the (Contractor's Documents) defined as all (blueprints) provided by the Contractor may include documents prepared on paper or electronic media, the general conditions of the contract did not specify what design documents required from the contractor provided in the second paragraph of Article 1 / 4: "Contractors General Obligation" as the above-mentioned article does not indicate that on contractor shall submit design documents complete, not quite the contrary, the second paragraph of Article (1/10: "Employer's use of Contractor's Documents") clearly indicate documents design is not one of "documents the contractor" where the contract does not require submission by the contractor to the employer or to the Engineer, the text of the second paragraph of Article (1/10):  
The same text from the English version MDB HARMONISED EDITION: [The Contractor's Documents and other design documents made by (or on behalf of) The Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause].
- 3- Article (1/10: Employer's use of Contractor's Documents) determinations regarding the use of the employer to the contractor documents.
- 4- Must text in construction contracts to embed specifications Detailed Description of the documents required to be submitted by the contractor in the contract.

### 2.4. Priority of Documents

“(1.5 Priority of Documents: 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) The Contract Agreement (if any)
- b) The letter of Acceptance
- c) The letter of Tender
- d) The Particular Conditions – part A
- e) The Particular Conditions – part B
- f) These General Conditions
- g) The specification
- h) The Drawings, and
- i) The Schedules and any other documents forming part of the Contract.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.))”

MDB HARMONISED EDITION PAGE {6} - The Common Construction contract letter (FIDIC 1999).

**Notes:**

- 1- The beginning of the article (1/5: Priority of Documents) shows that the constituent documents of the contract is a mutually explanatory of one another and for the purposes of interpretation (Interpretation) is the adoption of the runway below to order priority documents.
- 2- It must be aware (Tenders) the importance of observation of the documents the employer should take precedence over documents the contractor and therefore they must emphasize their inability to comply with the requirements of the contract (Non - Compliance) For example, if the details to be provided by (the tender) is not compatible with (Requirements) contained in the document top ranking, the highest ranking of this document is what it will be taken, and thus will have a decisive influence on great and the contractor.
- 3- With the specific terms of the contract as a public document with a rank higher than other documentation according to the operative article (1/5: Priority of Documents), the provisions contained in these other documents (lowest rank) prevail over what does not agrees with the provisions of the General Conditions which include the phrase (Unless the contract provides to the contrary), for example, the text of the article (1/8: Care and supply of Documents).
- 4- in case of a (ambiguity) or (Discrepancy), the text of articles (1/5: Priority of Documents) in the last paragraph of them and (3/3: Instruction of the Engineer) the Engineer authorizes the issuance of instructions or clarification is not necessary consequences listed in the text of the article that because it depends on the particular circumstances of each case the instructions were constitute a change, it is applied to the text of the chapter "XIII" on them specifically it is useful to mention in this context that if deliberately the Engineer at the interpretation that gives priority to the document, the lowest in rank sequence, it may leads to consider it as a variation orders.

**2.5. Contract Agreement**

“(The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the letter of Acceptance ,unless they agree otherwise, the Contract Agreement shall be based upon the form annexed to the particular conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer. MDB HARMONISED EDITION PAGE {6})”

**Notes:**

- 1- The contract becomes effective as soon as issuance a letter of Acceptance when both teams have agreed on the contract agreement to don't enter the contract - i.e., that the terms of FIDIC has enabled the sufficiency to issuance the acceptance of letter the contract be valid.
- 2- should note that sub article (1/1/1/3: letter of Acceptance showing that may not be released letter of Acceptance In such case, the two teams should enter into Contract Agreement (Contract Agreement) for the establishment of a contractual relationship binding.
- 3- must be provided for the contract agreement on (the names of the parties) and (contract value) and (currencies of payment / value of which will be paid in each currency) and (state what is the former terms of pre-condition, which was by mutual consent before the contract becomes effective) and the Convention on the contract based on the model contained in the terms of the contract and private should the employer taking into consideration in the preparation of the contract documents form located at the end of each book with the addition of its own requirements, which knows, and of course have to modify this model with the signature of both teams and to reflect what was agreed upon the fact between the two teams and no contradiction or ambiguity in the contract documents must be resolved signing of memoranda of agreement models similar to the contract Agreement.
- 4-Advised in this case there is a need for the existence of protracted negotiations; it is advisable to include Contract Agreement (the basic date and / or the date of commencement order).
- 5- About the text, that the employer pay the postage fee, it is believed that this matter is resolved by the law applicable to the contract as the obligations of the contractor according to the law, was amended text of the article (1/6: Contract Agreement) in the special conditions of the contract for The Common Construction contract letter (FIDIC 1999)as follows:  
Article (1/6) - Contract Agreement: Canceled the last paragraph of the main text and replace it with the following paragraph:  
"And Contractor shall be paid the postage fee and other expenses that might be achieved similar on the conclusion of this agreement under the laws in force"
- 6- its require some (Jurisdictions) are documented components / full Contract documentations)) and that the annexation of (contract agreement) with all other documents the problem of the contract stipulated in Article

(1/5: Priority of Documents) together as part of the (Comprehensive document) is signatures by both teams and in short there are three ways of establishing a formal contractual relationship are:

- Issuance of letter of Acceptance,
- Signing of the contract (with or without) letter of Acceptance
- Signing (integrated and comprehensive document) include the Contract Agreement.
- 7- the way to makes (Formalizing the Contract) are very important because they affect the other things in the contract - the text of the article (4/2: Performance Security) of the contract, which specifies the contractor to provide a guarantee of performance during a period of 28 days from the date of receipt of the Book of acceptance - for example.

## 2.6. Care and Supply of Documents

“(The specification and Drawings shall be in the custody and care of the Employer .Unless otherwise stated in the Contract, two copies of the

Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Each of the contractor’s documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor’s documents.

The Contractor shall keep, on the site, a copy of the contract, publications named in the specification, the Contractor’s documents (if any), the Drawings and Variation and other communications given under the Contract. The Employer’s Personnel shall have the right of access to all these documents at all reasonable times. If a party becomes aware of an error or defect in a document which was prepared for use in executing the works, the party shall promptly give notice to the other party of such error or defect. )” MDB HARMONISED EDITION PAGE {7} The Common Construction contract letter (FIDIC 1999)

### Notes:

- 1-Article 1 shows (1/8) that the specification and drawings will keep in possession of the employer and under his care.
- 2- Providing two copies of the contractor specification & Drawings
- 3-The contractor is responsible for maintaining of each document of "documents the contractor" until that is received by the employer (Taken Over) after the issuance by the Contractor to the Engineer.
- 4. that "documents the contractor" is received by the employer Taken Over at times differ from the times of receipt of the works which are made procedures in accordance with Article (10) of the terms of the contract which indicates to (receipt of the works) and not receiving (documents Contractor), an explanation of the content of phrase (Taken Over).
- 5- Contractor shall provide the engineer with six (6) copies of the "Contractor's Documents" - unless the contract stipulates otherwise.
- 6- As a result of this article indicates to that (unless the contract stipulates otherwise):
  - The employer keeps drawings and a specification in his possession and under his care and will be provided by the contractor (2) copies of them and keep one them in the site - it is noted that the contractor pays the expenses of obtaining extra copies.
  - Contractor keeps (documents Contractor) in his possession and under his care and will be provided (Engineer) to six (6) copies of them.
- 7- Noticeable that the general conditions of the contract does not specify the nature of the design documents that are presented, text of Article (1/8) does not specify special documents must Contractor submitted / delivered - article identifies only delivery of documents (as defined elsewhere in the contract) to (6) copies (unless otherwise stated in the contract) - unless otherwise stated in the contract.
- 8- "documents the contractor" includes mainly credits and advances technical (Submittals), which require approval of the Engineer (Engineers consent) The Contractor shall obtain from the Engineer (Clarification) if the provision of credit in full - for the purposes of the stage to get the approval of the Engineer must - be located on the six (6) copies or not (it may be required to rely full backup is required or immediately after the approval of the Engineer).
- 9-the "Drawings" may be possible to pass (electronic copy) and this needs to be discussed between the parties in the nearest / earliest opportunity, for example may facilitate (As-Built Drawings).
- 10- Appointed in article (1/8) the contractor retained at the site (b copy of the contract) and (bulletins referred to in the specification The Contractor documents "if any") and (drawings) and (changes) and (communications relating to the contract).
- 11- right to members of employer access to all these documents at all reasonable times.

- 12- when it becomes any of the two teams aware of mistake technical or a defect in the document, it is required to notice the other team in this matter - has been required by law to be applied that too - with reference to this document should be prepared for the purposes of implementing the works, may have been prepared by the team (or has been prepared for him) who has notice of or by the team that directed the notice to him (the other team probably).
- 13- Note that the text of the article (1/8: (Care and Supply of Documents) indicates to defects or errors in nature (Technical) and not to errors or defects of different nature or financial.
- 14- The 14 ("Notice") mentioned in the text of Article (1/8) must be by appealing to the text of the article (1/3: Communications) of the terms of the contract.

## 2.7. Use the Contractor's Documents

“(1.10 Employers use Contractor's Documents

As between the parties, the contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the contractor.

The contractor shall be deemed (by signing the contract) to give to the

Employer a non terminable transferable non- exclusive royalty-free license to copy, use and Communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- a) Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the works,
- b) entitle any person in proper possession of the relevant parts of the works to copy, use and communicate the Contractor's Documents for the purposes of completing , operating, maintaining, altering, adjusting, repairing and demolishing the works, and
- c) In the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the site and other places as envisaged by the contract, including replacements of any computers supplied by the contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the contractor shall not, without the Contractors consent, be used, copied or Communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause. MDB HARMONISED EDITION PAGE {8}}”

### Notes:

- 1-Copyright (copyright) is an intellectual property right (intellectual property rights) to copy and trading / use intellectual property, that the contracts include processing or preparation of design documents should be clarified where the issue of intellectual property - (copyright) and the extent permitted by to use one of the two teams and the design documents prepared by the other team.
- 2-articles (1/10), (10/11) of the General Conditions of Contract outlines political (FIDIC) regarding the retention designers to copyright their designs and the use of their / customers (clients) to these designs must be confined to the purposes of the contract.
- 3- The term (as between the parties ....) At the beginning of the text of the English version MDB HARMONISED EDITION differ from the beginning of the text of the article itself the Arabic version of the book was held entrepreneurial common construction projects (FIDIC 1999 -), which is stated in the well-informed words (in the relationship between the two teams ....) has been introduced in the English version retains the other parties (sub-contractors, for example) to intellectual property rights regarding the design prepared in accordance with the design contracts "FIDIC guide (Page - 69)."
- May this concept violate what contained in Article (1/2: Interpretation) from where the departure of words that refer to the singular to the plural and vice versa, where the team was known as the text of subsection (1/1/2/1: team "party" (the owner Contractor work or as evidenced by the context.
- But it may be linked to the concept note (3) on this article with the concept note (3) of the notes to subsection (1/2: Interpretation) that al Qaeda (b) of the rules of interpretation refers to the departure of (singular singular) to (plural plural ) and vice versa, but not to (both), where he and the team as defined in subsection (1/1/2/1) is (two - the employer and the contractor), but the question remains represented by typing the word (parties) initials English first big (capital initials ) in the original text in English standing if there is a desire to continue the discussion of this subject.
- 4- The "Contractor's Documents" includes a difference for "Design documents" as the operative subsection (1/1/6/1), where the documents contain Contractor (computer software), (modals), (operating & maintenance manuals) (information of similar nature).
- 5-Article (1/10) authorizing the employer to obtain the (copyright) to the "Contractor's Documents" which is all the documentation required by the contract only and not other documents that are not (documents Contractor) by the Contractor to the supply of them - note that paragraphs, first and last article (1/10) refers to the Copyright (other design document), but the content of the second paragraph refers to (and documents the

contractor only) following is the text of the second paragraph of Article (1/10):

The contractor is considered once when signing the contract agreement that gives the employer a free General permit is convertible and not a possible to end, to the use or reproduction of documents or trading Contractor, including insert amendments to it, and this right:

- (A) Considered applied during the period of the actual age or intended to run parts of the works related whichever is longer.
- (B) Authorizes any person vested with ownership of that portion of the occupancy or use or reproduction of trading documents the contractor until the completion of the works, operation and maintenance, modification and repair and demolition.
- (C) Allow to use of documents Contractor that computerized nature and its software by any computer in the site or any other places specified by the contract, including the replacement of any computers that may be made by giving the contractor.
- 6- In preparing the documents may wish employer taking into account the uses of the future, for example, some of the projects, which include computer software written, which may include a series of mistakes (i.e., cannot be guaranteed free of mistakes in another way) must provide specific guarantees and / or right (access to code of source) properly about it.
- 7- The employer is authorized to use (documents Contractor) (works), but it is not authorized to be used for other purposes - unless the consent of the contractor on the other - and hence the employer is not authorized to use (documents Contractor) to implement (similar works) in both (Site) or outside.
- 8- Contractor if what was in the future or later work expansion of works may be used (and documents the contractor), such as records for construction, but not (working drawings) for the establishment of (Identical facilities).
- 9- The (Contractor's consent) mentioned in the last paragraph of the article which provides:
  - Should not be allowed to the employer (or his representative) that a third party using or reproducing or trading documents the contractor and other design documents prepared by (or has been prepared for him) without the approval of contract for purposes other than those permitted under the provisions of this "article"
  - Must be In writing and its obligations according to Article (1/3: "communications") should not be withheld or delayed issuance of this may be logical to withhold such approval / acceptance by the contractor in the event of rejection of the employer's reasonable special conditions (secrecy) and / or (restrictions on use).
- 10- In general, the right of reproduction and intellectual property back to those who issued the documents, but this article gives the employer - or any legal successor to him - right to reproduce or use documents other team until the completion of the works, operation and repair any defects therein, but not to any "third party" and not for any purposes, or other project it is true that the text of the second paragraph of Article (1/10) gives the contractor employer inventory of the signing of the Contractor for contract Agreement (free license) be convertible and cannot be to end to the use of documents for the purposes of the contract (including amendments thereto), but it does not entitle the employer to use (documents Contractor) for the purposes of (advertising) and requirements contained in this Article shall also apply to subcontractors with respect to documents which would thus providing the appropriate provisions the must be included in any documents sub-contractor.

## 2.8. Contractors use of Employers Documents

“(1.11 Contractors use of Employers Documents As between the parties, the employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the contract. They shall not, without the Employers consent, be copied, used or communicated to a third party by the contractor, except as necessary for the purposes of the contract.)” MDB HARMONISED EDITION PAGE (8)

### Notes:

- 1- the text of Article 1 (1/11) is the (mirror) the provisions of Article (1/10), meaning it has been giving the employer the same rights with respect to documents supplied by the Contractor and which is a similar rights with respect to the documents that the Contractor supplied by the employer.
- 2- Reflection of the image that contained in note (3) of the observations in the article (1/10): (Employer's use Contractors Documents), the phrases (As between the parties) have been introduced to the rest of the parties (including members of the employer) retaining rights intellectual property for their designs intended for the purposes of the contract.
- 3- Approval (consent Employers) mentioned in the text of the article [As between the parties, the employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and

other documents made by (or on behalf of) the Employer. The contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the contract. They shall not, without the Employers consent, be copied, used or communicated to a third party by the contractor, except as necessary for the purposes of the contract].

It is noted that the text of Article in the Arabic version of common construction letter (FIDIC 1999) differs from the text of Article version English MDB HARMONISED EDITION from where addressed to this part - approval the employer to the contractor "third party" by using the documents prepared by him or copied or traded.

#### References:

- 1) THE COMMON CONSTRUCTION CONTRACT LETTER (FIDIC 1999)
- 2) MDB HARMONISED EDITION PAGE {1}
- 3) MDB HARMONISED EDITION PAGE {4}
- 4) MDB HARMONISED EDITION PAGE {6}
- 5) MDB HARMONISED EDITION PAGE {7}
- 6) MDB HARMONISED EDITION PAGE {8}”
- 7) ARTICLE (1/1/2/2): EMPLOYER / NAME OF THE EMPLOYER.
- 8) ARTICLE (1/3: COMMUNICATION, PARAGRAPH "B") / ADDRESS OF THE EMPLOYER.
- 9) ARTICLE (1/1/2/4: ENGINEER) / THE ENGINEER NAME AND ADDRESS.
- 10) ARTICLE (1/1/2/3: CONTRACTOR) / CONTRACTOR NAME.
- 11) ARTICLE (1/3 PARAGRAPH "B" COMMUNICATIONS / ADDRESS OF CONTRACTOR.
- 12) INSTRUCTIONS / BAILS ON THE TENDER
- 13) INSTRUCTIONS / WARRANTY REPAIR DEFECTS.
- 14) ARTICLE (1/1/3/3: FOR ACHIEVEMENT TIME OF COMPLETION) / DURATION OF ACHIEVEMENT FOR WORKS.
- 15) ARTICLE (1/1/3/7: THE NOTICE PERIOD WILL FIX DEFECTS NOTIFICATION PERIOD) / NOTICE PERIOD WILL FIX DEFECTS.
- 16) ARTICLE (1/4 LAW AND LANGUAGE) / THE LAW GOVERNING THE CONTRACT.
- 17) ARTICLE (1/4 LAW AND LANGUAGE) / APPROVED LANGUAGE IN THE CONTRACT.
- 18) ARTICLE (1/4 LAW AND LANGUAGE) / CONTACT LANGUAGE.
- 19) ARTICLE (2/1: RIGHT OF ACCESS SITE) PERIOD, WHICH WILL GIVE THE CONTRACTOR RIGHT OF ACCESS TO THE SITE.
- 20) ARTICLE (4/2: PERFORMANCE SECURITY) / DETERMINE THE VALUE OF THE PERFORMANCE GUARANTEE.
- 21) ARTICLE (4/9: QUALITY ASSURANCE) / QUALITY ASSURANCE SYSTEM.
- 22) ARTICLE (6/5: WORKING HOURS) / WORK TIME USUAL.
- 23) ARTICLE (8/1: DIRECT ACTION COMMENCEMENT OF WORK) / SPECIFIED PERIOD TO WORK DIRECTLY AFTER THE DATE SPECIFIED FOR DIRECTLY.
- 24) ARTICLE (8/7: DELAY DAMAGES) / VALUE OF THE COMPENSATION FOR THE DELAY.
- 25) ARTICLE (8/7: DELAY DAMAGES) / MAXIMUM VALUE OF THE COMPENSATION FOR THE DELAY.
- 26) ARTICLE (8/13: PART TIME WORKS) / REWARD ACHIEVEMENT EARLY.
- 27) ARTICLE (10/1: TAKING OVER OF THE WORKS AND SECTION) / SPECIFIED PERIOD RECEIVED BY THE COMMITTEE FOR PUBLIC WORKS PROJECTS, HOSPITALS, POWER PLANTS AND WHAT HE REPRESENTS.
- 28) ARTICLE (13/5: PROVISIONAL SUMS) / PERCENTAGE TO BE PAID TO THE CONTRACTOR FOR THE AMOUNT OF THE RESERVE, WHICH IS CASHED IF NOT CONTAINED IN THE TABLES.
- 29) ARTICLE (13/8: ADJUSTMENTS FOR CHANGE IN COST) / SPREADSHEET AMENDMENT: MATERIALS SUBJECT TO PRICE ADJUSTMENT DUE TO THE CHANGE COSTS.
- 30) ARTICLE (14/2: ADVANCE PAYMENT) / VALUE OF THE DOWN PAYMENT.
- 31) ARTICLE (14/15: CURRENCIES OF PAYMENT) CURRENCY PAYMENT TO THE CONTRACTOR.
- 32) ARTICLE (18/1: GENERAL REQUIREMENTS FOR INSURANCE) / SUBMIT DOCUMENTS INSURANCES.
- 33) ARTICLE (14/3: APPLICATION FOR INTERIM PAYMENT CERTIFICATE) / PROPORTION OF DETAINEES.
- 34) ARTICLE (14/3: APPLICATION FOR INTERIM PAYMENT CERTIFICATE) / UPPER LIMIT OF RETENTIONS.
- 35) ARTICLE (14/5 PLANT AND MATERIALS INTENDED FOR THE WORKS) / PREPARATIONS WHEN ACCESS TO THE SITE.
- 36) ARTICLE (14/6: ISSUE OF INTERIM PAYMENT CERTIFICATE) / MINIMUM VALUE OF THE PROGRESS PAYMENT.
- 37) ARTICLE (14/7: PAYMENT) / CURRENCY EXCHANGE RATES.
- 38) ARTICLE 14/8: DELAYED PAYMENT) / LEGAL INTEREST RATE (FINANCING EXPENSES).
- 39) ARTICLE (18/3: INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTIES) / MINIMUM VALUE OF INSURANCE AGAINST THIRD PARTY.
- 40) ARTICLE 20/2: APPOINTMENT OF THE DISPUTE ADJUDICATION BOARD) / FORMATION OF THE DISPUTE RESOLUTION.
- 41) ARTICLE 20/2: APPOINTMENT OF THE DISPUTE ADJUDICATION BOARD) / PERIOD OF APPOINTMENT OF A

CABINET RESOLUTION OF DIFFERENCES.

- 42) ARTICLE (20/3: FAILURE TO AGREE DISPUTE ADJUDICATION BOARD) / BODY THAT APPOINTS THE COUNCIL OF RESOLVING DISPUTES IN THE ABSENCE OF AGREEMENT BETWEEN THE TWO TEAMS.
- 43) ARTICLE (20/6: ARBITRATION) / AUTHORITY TO APPOINT ARBITRATORS IN THE EVENT OF FAILURE OF THE PARTIES FOR THE APPOINTMENT.
- 44) ARTICLE (20/6: ARBITRATION) / NUMBER OF MEMBERS OF THE ARBITRAL TRIBUNAL.
- 45) ARTICLE (20/6: ARBITRATION) / PROCEDURAL RULES FOR ARBITRATION.
- 46) ARTICLE (1/1/5/6: SECTION) / PUBLIC WORKS DEPARTMENTS.



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