



GENERAL TERMS AND CONDITIONS TO CONTRACTS



CONTRACTS DEPARTMENT
The Bahrain Petroleum Company B.S.C. (Closed)
Bahrain Refinery, Bahrain

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1. DEFINITIONS

- a. In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby respectively assigned to them, except where the context otherwise requires:
- i. "Company" means The Bahrain Petroleum Company B.S.C. (Closed), Commercial Registration No. 11273, a Company organized and existing under Laws of Bahrain being the party of the one part to the Contract, who will employ the Contractor and includes the legal successors in title to the Company or any assignee of the Company.
 - ii. "Contractor" means the person or persons, firm or company whose Tender has been accepted by the Company being the party of the other part to the Contract, and includes the Contractor's personal representatives, successors and permitted assignees.
 - iii. "Contract" means the agreement between the Company and the Contractor and includes all documents forming part thereof and shall include, as applicable, the Drawings, Specification, Work List, Bills of Quantities, Schedule of Rates, these General Terms and Conditions to Contracts, the written Form of Contract and any other documents detailed thereon.
 - iv. "Clause" or "Clauses" mean(s) the clause or clauses referred to and contained in these General Terms and Conditions to Contracts.
 - v. "The Work" means work described in the Contract including all modified or additional works and obligations to be performed under the Contract.
 - vi. "The Site" means the land and other places on, under, into or through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
 - vii. "Bills of Quantities" and "Schedule of Rates" include Bills of Provisional Quantities, Bills of Approximate Quantities and Schedule of Rates and/or Schedule of Prices with Approximate Quantities as the case may be.
 - viii. "Contract Sum" means the sum accepted, or the sum calculated in accordance with the prices accepted, by the Company as payable to the Contractor for the full and entire execution and completion of the Work as described in the Contract subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.

- ix. "Company Representative" means any person appointed by the Company who shall supervise the Contractor in the performance of his duties set forth in the Contract.
 - x. "Approved" means approved in writing and "approval" means approval in writing of the Company.
 - xi. "Unfixed materials" means materials, goods and equipment intended to be incorporated in the Work, whether supplied by the Company or Contractor, but not so incorporated.
 - xii. "Provisional Sum" means a sum included in the Contract and so designated for the execution of work which cannot be entirely foreseen, defined or detailed at the time the tendering documents are issued, which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Company.
 - xiii. "Prime Cost Sum" means a sum included in the Contract and so designated for the execution of work or services or the provision of goods or materials by a nominated sub-Contractor which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Company.
 - xiv. "Service Order" means the Company approved document which shall instruct the Contractor to execute work (Service Orders shall only be necessary where specifically called for in the Contract).
 - xv. "Variation Order" means the document by which both parties to the Contract agree to vary the Contract and shall include any financial adjustment, thereof.
 - xvi. "Field Instruction" means the document which transmits Company Instructions or any other details to the Contractor.
 - xvii. "Writing" means any hand-written, typewritten, or printed communication, including telex, cable, computer printout and facsimile transmission.
 - xviii. "Term Contract" means an agreement which defines the type of service, sets the period of time of the Contract, the Terms and Conditions, the methods of reimbursement and the agreed rates or fees which may or may not be fixed for the duration of Contract, but which requires individual Field Instructions or Service Orders to be issued to define the particular Scope of Work, duration of the work or service and any other special conditions.
- b. Words importing the singular only also include the plural and vice versa where the context requires.

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

2. SCOPE OF CONTRACT AND VARIATIONS THEREOF

- a. The Contractor shall carry out and complete the Work in every respect in accordance with the Contract and in accordance with the instructions and to the satisfaction of the Company. The Company may at its absolute discretion from time to time, issue further drawings, details and/or written instructions, written directions and written explanations (hereinafter referred to as "Company Instructions"), by Field Instruction, with regard to:
 - i. The variation or modification of the design, quality or quantity of the Work or the addition, omission or substitution of any work.
 - ii. Any discrepancy in or divergence between documents forming part of the Contract.
 - iii. The removal from the Site of any materials brought thereon by the Contractor and the substitution of any materials therefor.
 - iv. The removal and / or re-execution of any work executed by the Contractor.
 - v. The postponement of any work to be executed under the provisions of the Contract.
 - vi. The removal from the Work of any person employed thereon.
 - vii. The opening up for inspection of work covered up.
 - viii. The amending and making good of any defects in accordance with the provisions of Clause 19, hereof.
- b. The Contractor shall comply with all Company Instructions after agreement as to the monetary value of compliance with these Instructions has been reached either as an addition or omission to the Contract Sum. No representations by or oral agreement with any officer, agent or employee of the Company, either before or after the execution of the Contract, shall affect or modify any of the Contractor's rights or obligations under the Contract.
- c. Any agreement or understanding either oral or written made prior to the execution of the Contract, and pertinent to the particular Contract, shall, unless included herein, be superseded by the Contract and shall not be admissible for the intention or purpose of varying the Contract subsequent to its execution.

- d. The monetary value of variations covered by Company Instructions shall be ascertained in accordance with Clause 17 where applicable, or where not applicable then by means of a separate assessment, and the Contract Sum adjusted accordingly.
- e. If within seven days after receipt of written notice from the Company requiring compliance with Company Instructions the Contractor does not comply therewith, the Company may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all costs incurred in connection therewith shall be recoverable from the Contractor by the Company as a debt or may be deducted by the Company from any payments due or to become due to the Contractor under the Contract or under any other Contract between the Company and the Contractor.

3. DRAWINGS, SPECIFICATIONS, BILLS OF QUANTITIES ETC.

- a. The Company without charge to the Contractor shall, on the signing of the Contract, furnish him with two copies of the Tender Drawings, Specification, Work List, Bills of Quantities or Schedule of Rates as the case may be and shall within a reasonable time also furnish him with such further documents as are reasonably necessary for him to carry out all Company Instructions and with any further details which in the opinion of the Company are necessary for the execution of any part of the Work.
- b. Upon receiving final payment and if requested by the Company the Contractor shall within a period of seven days return to the Company, all drawings, specifications and other documents issued by the Company under the Contract.
- c. The Contractor shall keep one copy of all drawings and specifications on the Site, so as to be available to the Company at all reasonable times.
- d.
 - (i) The Contractor shall, when requested by the Company, supply to the Company a detailed work sequence schedule indicating his dates for starting and completing each section of the Work, his proposed manning and equipment levels and patterns and lengths of shift working, which work sequence schedule and any revision thereto shall require prior approval of the Company.
 - (ii) If at any time it should appear to the Company that the actual progress of the Works does not conform to the detailed works sequence schedule to which consent has been given under Sub-Clause 3(d)(i), the Contractor shall produce, at the request of the Company, a revised detailed works sequence schedule showing the modifications necessary to ensure completion of the Works within the time for completion.

- e. The Contractor shall keep secret and shall not divulge to any third party (except Sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all, or any of, the Company's information given to the Contractor in connection with the Contract or which becomes known to the Contractor through his performance of the Contract. Furthermore such information shall not be used by the Contractor or any Sub-contractor except insofar as it is necessary for the performance of the Contract or any sub-contract as the case may be. The Contractor shall take all reasonable steps to ensure that his servants and agents shall keep such information secret and shall not use such information.
- f. The Contractor shall prepare and make all detailed shop drawings, working drawings, as-built record drawings, technical data, detail sketches or other supplementary information which the Contractor shall be stipulated to prepare in accordance with the Specification or other Contract Documents.

The Contractor shall furnish the Company free of cost, with any such supplementary drawings or information which the Contractor shall have prepared as aforesaid or which the Contractor may have prepared in accordance with the contract. The submission to and approval by the Company Representative of such supplementary drawings or information shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

All as-built record drawings shall be supplied by the Contractor on polyester film or other durable and easily reproducible medium, approved by the Company.

4. PERMITS, NOTICES AND FEES

- a. The Contractor shall comply with and give all notices and secure all necessary permits required by any regulation of the Company or the Government of Bahrain, or any authority who has any jurisdiction with regard to the Work or with whose systems the same are to be connected, and he shall pay and indemnify the Company against any fees or charges legally demandable under such regulations in respect of the Work.
- b. The Contractor before proceeding with any variation from the Contract necessitated by such compliance shall give to the Company written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.
- c. If the Contractor does not receive such instructions from the Company within seven days of having applied for the same he shall proceed with the Work conforming to the regulation in question and any variation thereby necessitated shall be deemed to be a variation in accordance with and subject to the conditions of Clause 17, hereof.

5. SETTING OUT OF WORKS

The Company shall provide the Contractor, either by way of carefully dimensioned drawings or by personal supervision at the time of original setting out of the Work, such information as shall enable the Contractor to locate and set out the Work, after which the Contractor shall be responsible and shall at his own cost amend any errors arising from his own inaccurate setting out.

6. INSPECTION OF SITE AND SUFFICIENCY OF TENDER

- a. The Contractor shall be deemed to have inspected and examined the Site and its surroundings, and to have satisfied himself before submitting his Tender, as to the nature of the ground, the form and nature of the Site, the quantities and nature of the Work, and the means of access to the Site, and in general shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect his Tender.
- b. The Contractor shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his Tender for the Work and of the rates and prices stated in the priced documents, which Tender rates and prices shall except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Work.

7. WORKMANSHIP AND MATERIALS

- a. The whole of the Work shall be executed with the highest quality of workmanship and strictly in accordance with the Contract. The Company reserves the right to reject any work where in its opinion the workmanship is inferior and if the rejection of such work should result in damage to materials, whether the materials be supplied by the Company or the Contractor, the cost of replacing and making good such materials shall be borne by the Contractor.
- b. The materials supplied for incorporation into the works shall comply in every respect and be strictly in accordance with the Contract and the Contract Specifications. The Company's approval of any materials submitted or approval form submitted by the Contractor shall in no way absolve the Contractor from his responsibilities under the Contract. Where alternative materials or materials that do not meet the Contract Specifications are proposed by the Contractor for incorporation into the Works, the Contractor shall provide full and complete details thereof including specific details of all deviations from the Contract Specifications. Acceptance and approval of all such alternative or non-specified materials shall be at the Company's sole discretion.

- c. The Company may condemn materials supplied by the Contractor that fail in any way whatsoever to conform to the requirements of the Contract and the Contractor shall commence removal from the Work of such condemned materials within twenty four hours of receiving notice thereof. If removal of condemned materials should result in damage to materials supplied by the Company or the Contractor, the Contractor shall replace and make good such material at his sole cost. The Contractor shall arrange for and/or carry out any test of any materials which the Company may require and the cost thereof shall be added to the Contract Sum unless otherwise provided for in the Contract. The Contractor will be reimbursed the cost of replacing defective unfixed material supplied by the Company but will not be reimbursed for correcting work which otherwise fails in any way to conform with the Contract.
- d. The Company Representative shall have the right at anytime to witness any test performed by the Contractor or his sub-contractors, and the Contractor shall give the Company Representative reasonable advance notice of all tests.

8. CONTRACTOR'S SUPERVISION

- a. The Contractor shall at all times during working hours keep upon the Work an approved competent supervisor. Approval may at any time be withdrawn by the Company and the Contractor shall, as soon as is practicable, after receiving written notice of such withdrawal, replace the supervisor by another to the approval of the Company.
- b. Any instructions given to the Contractors Supervisor or Representative or other responsible employee employed by the Contractor shall be deemed to be given to the Contractor.

9. ACCESS TO WORK

The Company shall at all times have access to the Work and/or to the workshops or other premises of the Contractor where work is being prepared for the Contract, and insofar as work by virtue of any sub-contract is to be so prepared in workshops or other places of a sub-Contractor, the Contractor shall also by a term in the sub-contract so far as possible secure a similar right of access to those workshops or premises for the Company and shall do all things reasonably necessary to make such right effective.

10. COMPANY REPRESENTATIVE

- a. The Company Representative shall act as inspector on behalf of and under the directions of the Company and the Contractor shall afford every facility for the performance of that duty.

- b. The Company shall be entitled to appoint site supervisors or agents whose duty shall be to act solely as an inspector on behalf of the Company under the directions of the Company Representative.
- c. The Company shall be entitled to appoint Consultants whose duty shall be to act on behalf of the Company under the direction of the Company Representative. The Company Representative may from time to time delegate to the Consultant any of the duties and authorities vested in the Company Representative and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing.

Any communication given by the Consultant to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Company Representative. Provided that :-

- (i) Any failure of the Consultant to disapprove of any work, materials or plant shall not prejudice the authority of the Company Representative to disapprove of such work, materials or plant and to give instructions for the rectification thereof.
- (ii) If the Contractor questions any communication of the Consultant, he may refer the matter to the Company Representative who shall confirm, reverse or vary the contents of such communications.

11. INDEPENDENT CONTRACTOR

The Contractor shall at all times whilst carrying out the provisions of the Contract be deemed to be an independent Contractor maintaining complete control over his men and operations.

12. SUPPLY AND CARE OF MATERIALS

- a. The Contractor shall request any materials to be provided by the Company, under the Contract, in good and sufficient time to allow the Company to supply such materials in order to prevent any delay to the Contractor's work sequence schedule.
- b. The Contractor shall be responsible for the loading, transporting to site and off-loading of all materials to be supplied by the Company from nominated storage areas, this shall be carried out prior to the commencement of the Work on site. The Contractor shall be responsible for checking materials supplied by the Company and any deficiencies or breakages not reported at the time of collection shall be made good at the Contractor's sole expense.
- c. The Company reserves the right to charge the Contractor with the cost of additional material (where such material is supplied by the Company) where it considers waste of material supplied has been unduly excessive. The Company's Representative shall be the sole judge when considering this.

- d. Before commencing the Work and from time to time as the Work proceeds, the Contractor shall check the materials list with the drawings and notify the Company of any items omitted from the list. No extra compensation shall be allowed for delays caused by lack of materials which could have been delivered on site if careful checking had been carried out. If additional work is approved, the Contractor must satisfy himself at once that any additional materials that may be required will be available when needed.
- e. The Contractor shall be responsible for all materials furnished to him by the Company until the completed work is accepted by the Company. The Contractor shall take such action as directed by the Company to properly safeguard materials in storage and in use. The Contractor shall on completion of the Work return all surplus material to the point designated by the Company.

13. LAWS OF THE STATE OF BAHRAIN

The Contractor shall be subjected to any Ordinance, Act Statute, Regulation or Order enacted by the Bahrain Government. No claims will be entertained for extension of time and/or reimbursement for loss and expense due to want of knowledge in this respect. The Contractor shall indemnify, protect, defend and hold harmless the Company from any and all penalties, fines, fees, claims or losses arising from the Contractor's obligations in respect of all such Laws.

14. CONTRACTOR'S EMPLOYEES

- a. If any of the Contractor's employees transgress the rules and regulations stated in Clause 13 or any rules and regulations of the Company or in any way be objectionable or unsatisfactory to the Company, then the Contractor shall remove such employee or employees from the Work without delay.
- b. The Contractor shall make a return to the Company daily of all men engaged in the Work in such a form as the Company may reasonably request.
- c. If any of the Contractor's employees employed solely on the Work become idle for reasons attributable to the Company's fault and for which the Company agrees to pay idle time, then the Company may at its sole discretion, employ such personnel on other work not covered by the Contract, insofar as is practicable, at no extra charge to the idle time payable. Should such personnel not diligently pursue such assigned work then remuneration for their idle time shall not be payable.
- d. The Contractor is held fully responsible to ensure that all his employees, engaged on Company Contracts are legally employed as required by the laws of the State of Bahrain.

15. SAFETY MEASURES

The Contractor shall take all reasonable precautions to protect the Work, workmen and the public, and shall provide, where necessary, temporary fencing, barriers, guards, temporary bridges, lights and watchmen. Where work is done on the Company's premises all of the Company's safety rules shall be strictly observed and smoking shall be limited to such locations and occasions as are specifically approved by the Company. The Contractor shall not perform or permit any work to be executed under or in connection with the Contract while on the premises of the Company without prior written consent of the Company in the form of a properly approved permit. If the Work is within the jurisdiction of any other authority, the Contractor shall observe all regulations and requirements imposed by that authority and shall avoid causing any annoyance to the authority or its tenants.

16. CARE AND CLEANLINESS OF SITE

- a. The Site and adjacent areas shall be kept clean and tidy at all times and on completion of each day's work tools and materials shall be neatly stacked and all ladders, trestles and the like laid on the ground and all other obstacles shall be removed from ways of access and the like in order to avoid hazards and minimize hidden dangers.
- b. On completion of the Work the Contractor shall clear away and remove from the Site all surplus materials, temporary work and rubbish of every kind and leave the whole of the Site and the work clean and in a workmanlike condition to the satisfaction of the Company.

17. ASCERTAINMENT OF PRICES FOR VARIATIONS

- a. No variation shall vitiate the Contract. All variations approved by the Company and sanctioned by them in writing, subject to compliance with Clause 2, and all work executed by the Contractor for which provisional sums are included in the Contract, shall be measured and valued by the Company who shall give to the Contractor an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Contractor may require. The Contractor shall be supplied with a copy of the priced Variation Order and the valuation thereof shall be made in accordance with the following rules:
 - i. The prices in the Bills of Quantities and/or Schedule of Rates forming part of the Contract shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein.
 - ii. The said prices, where extra work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same so far as may be reasonable, failing which a fair valuation thereof shall be made.

- iii. The prices in the above mentioned Bills of Quantities and/or Schedule of Rates shall determine the valuation of items omitted; provided that if omissions substantially vary the conditions under which any remaining items of work are carried out the prices for such remaining items shall be valued under section (ii) of this Clause.
 - iv. Where extra work cannot properly be measured and valued the Contractor shall be allow reimbursement calculated on the basis of time spent on the work, at the rates, forming part of the Contract, provided that in any case records specifying the time daily spent upon the work and the materials employed shall be submitted for verification to the Company not later than 24 hours after commencement of work and daily thereafter. When no such rates have been inserted, work will be carried out under the terms of a separate agreement to be negotiated before such extra work is performed by the Contractor.
 - v. The measurement and valuation of variations to the Work shall be completed within one month of issue by the Company of their Certificate of Contract Completion, and effect shall be given to the measurement and valuation of variations by adjustment of the Contract Sum.
 - vi. Notwithstanding any other provision within the Contract the Contractor shall send to the Company within 14 days of receipt of the Certificate of Contract Completion or the date of practical completion as established in Clause 19.b. an invoice statement giving detailed particulars of; payment of retention, all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Company. No payment will be made for any claim or additional work should the Contractor fail to provide such a statement.
- b. No variation shall be commenced by the Contractor until an approved Company Instruction to proceed is received.

18. UNFIXED MATERIALS

Where the Contractor has invoiced and the Company has paid, in accordance with Clause 29, for the value of any unfixed materials and goods supplied by the Contractor and intended for and placed on or adjacent to the Work, such unfixed materials shall be the property of the Company and shall not be removed except for use upon the Work unless the Company has approved in writing such removal, but the Contractor shall be responsible for any loss or damage to the materials.

19. PRACTICAL COMPLETION AND DEFECTS AFTER COMPLETION

- a. When in the opinion of the Company Representative practical completion of the Works is achieved, he shall forthwith issue a Certificate to that effect. Practical completion of the Works shall be deemed for all the purposes of this Contract to have taken place on the day named in such Certificate.
- b. When work is instructed to be executed by Service Order and the Work covered by that Service Order is in the opinion of the Company's Representative practically completed he shall forthwith issue a Certificate to that effect. The practical completion of the Work for the purpose of the Service Order shall be deemed to have taken place on the day named in the Certificate.
- c. Any defects, shrinkages or other faults which appear during the Defects liability Period and are notified by the Company Representative to the Contractor not later than 14 days after the expiry of the Defects Liability Period, and which are due to materials or workmanship not in accordance with the Contract shall be made good by the Contractor at no cost to the Company unless the Company Representative otherwise instructs; if the Company Representative does so otherwise instruct then an appropriate deduction in respect of any such defects, shrinkages or other faults not made good shall be made from the Contract Sum.
- d. If it is necessary for the Contractor to repair or replace any portion of the works, the provisions of Clause 19.c. shall apply to the portion of the works so repaired or replaced until the expiry of six months from the agreed date of such repair or replacement.
- e. The Defects Liability Period shall be for six calendar months after the date of practical completion of the works.

20. ASSIGNMENT OF SUB-LETTING

- a. The Contractor shall not, without the written consent of the Company, assign or transfer the Contract or any part thereof.
- b. The Contractor shall not sub-let any portion of the Work without the written consent of the Company and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any such sub-Contractor, his agents, servants or workmen; provided that such consent shall not be unreasonably withheld to the prejudice of the Contractor.

21. INSURANCE AND INDEMNITY

- a. The Contractor shall effect and keep in force all workmen's compensation, employer's liability and other social insurances as may be required to be effected by an employer under the laws of Bahrain and shall indemnify, protect, defend and hold harmless the Company and its affiliated or associated Companies against all losses and claims for injuries or damage to all Contractor's employees and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof by any Contractor's employee or his legal representatives, heirs or assigns.
- b. The Contractor shall obtain Automobile Liability Insurance to cover his obligations under the applicable mandatory insurance statute of Bahrain for any automotive equipment furnished hereunder and shall indemnify, defend and hold harmless the Company and its affiliated or associated Companies against all claims, demands, actions or proceedings and costs, fees and expenses related thereto arising out of the ownership, maintenance, use or operation of such automotive equipment hereunder. Automotive equipment which is licensed for road use and also used as a "Tool of Trade" at any contract site must have a working risk extension cover under their Motor Insurance Policy in respect of Third Party Liability.
- c. The Contractor shall indemnify, protect, defend and hold harmless the Company and its affiliated or associated Companies from and against any and all claims, demands, actions and proceedings of third persons, for bodily injury or death or property damage caused by any negligent act or omission of the Contractor or its employees arising out of or in connection with the performance of the work hereunder.
- d. The Contractor shall indemnify, protect, defend and hold harmless the Company and its affiliated or associated Companies from and against any and all claims for injury, loss or damage suffered by the Company or by its servants, agents, or employees caused by any negligent act or omission of the Contractor or its employees arising out of or in connection with the performance of the work hereunder.
- e. The Contractor shall maintain at his sole cost, and at all times while performing work hereunder, comprehensive general liability insurance which shall cover among other risks, the contractual liability assumed under Clauses 21.c. and 21.d. above in the amount stated in the Contract. A certificate naming the Company as an additional insured and evidencing such coverage shall be delivered to the Company prior to commencement of the work.
- f. The Contractor shall obtain from insurers waiver of subrogation and other rights against the Company and its affiliates or associated Companies with respect to all insurance provided in accordance with these Clauses.

- g. If the Contractor shall fail to effect and keep in force the insurances required in the Contract then the Company may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid, plus an amount to cover the Company's reasonable expenses in making the alternative provisions, from any payments due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

22. DATE FOR POSSESSION AND COMPLETION

- a. Possession of the site shall be given to the Contractor on the Date for commencement stated in the Appendix. The Contractor shall thereupon begin and regularly and diligently proceed with the Works and shall complete the same on or before the Date for Completion stated in the Appendix, subject to the provision for extension of time in Clause 25.

For the purposes of the Works insurances the Contractor shall retain possession of the site and the Works up to and including the date of issue of the Certificate of Practical Completion.

Notwithstanding the provisions of the preceding paragraph the Company may, with the consent in writing of the Contractor, use or occupy the site or the Works or part thereof whether for the purposes of storage of Company goods or otherwise before the date of issue of the Certificate of practical completion. Before the Contractor shall give his consent to such use or occupation, the Contractor shall notify the insurers under Clause 21 and obtain confirmation that such use or occupation will not prejudice the insurance. Subject to such confirmation the consent of the Contractor shall not be unreasonably withheld.

- b. If any part of the permanent works have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Company may take over that part of the Works and issue a certificate in respect of that part of the permanent Works before completion of the whole of the works. Upon the issue of such a Certificate, the contractor shall confirm in writing to undertake to complete any outstanding work in that part of the Works during the Defects Liability Period.

23. LIQUIDATED DAMAGES

- a. If the Contractor shall fail to achieve completion of the Work by the date prescribed or such other date as may be fixed under Clause 25, then the Contractor shall pay to the Company the sum stated in the Contract as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the date for completion or such other date as may be fixed under Clause 25 and the date of certified practical completion of the Work. The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any payments due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Work, or from any other of his obligations and liabilities under the Contract.
- b. If, before the completion of the whole of the Work any part or section of the Work has been certified as practically complete and occupied or used by the Company, the liquidated damages for delay shall, for any period of delay after such certificate and in the absence of alternative provisions in the Contract be reduced in proportion which the value of the part or section so certified bears to the value of the whole of the Work.

24. RATE OF PROCESS

Should the rate of progress of the Work or any part thereof be at any time in the opinion of the Company too slow to ensure completion of the Work by the prescribed time or extended time for completion, the Company shall so notify the Contractor in writing and the Contractor shall thereupon, subject to the Company's approval, take such action as is necessary to expedite progress to ensure completion of the Work by the prescribed time or extended time for completion.

25. DELAY AND EXTENSION OF TIME

If in the opinion of the Company the Work be delayed:

- i. by 'Force Majeure', under the provisions of Clause 41, or
- ii. by reason of any exceptionally inclement weather, or
- iii. by reason of Company Instructions given in pursuance of Clause 2, or
- iv. because the Contractor has not received in due time necessary instructions from the Company for which he shall have specifically applied, or
- v. by delay on the part of nominated sub-Contractors which the Contractor has in the opinion of the Company taken all practical steps to avoid or reduce, or

- vi. by delay on the part of others engaged by the Company in executing work not forming part of the Contract, or
- vii. by the discovery of antiquities

then in any such case the Company shall make a fair and reasonable extension of time for completion of the Work. The Company shall reimburse the Contractor for any reasonable direct loss or additional expense if the delay is caused by any of the happenings outlined in (iii), (iv), or (vi), above. Upon the happening of any event causing delay, the Contractor shall immediately give written notice thereof to the Company, but he shall nevertheless use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Company to proceed with the Work.

26. DEFAULT AND BANKRUPTCY OF CONTRACTOR

- a. If the Contractor shall make default in any of the following respects, viz:
 - i. if without reasonable cause he wholly suspends the Work before completion, or
 - ii. if he fails to proceed with the Work with reasonable diligence, or
 - iii. if he refuses or persistently neglects to comply with a notice in writing from the Company requiring him to remove defective work or improper materials and by such refusal or neglect the Work is materially affected,and he shall continue such default for five days after a notice specifying the fault has been given to him by hand or by registered post or facsimile, the Company may without prejudice to any other rights or remedies, thereupon by notice delivered by hand or by registered post terminate the employment of the Contractor under this Contract; provided that notice in pursuance of this Clause shall not be given unreasonably or vexatiously and shall be void if the Company is at the time of the notice in breach of the Contract.
- b. If the Contractor commits an act of bankruptcy or being a Company enters into liquidation whether compulsory or voluntary except liquidation for the purposes of reconstruction, the Company may, without prejudice to any other rights or remedies, terminate the employment of the Contractor under the Contract by notice delivered by hand or by registered post.
- c. In either of the cases for which the preceding sub-Clauses provide, the following shall be the respective rights and duties of the Company and the Contractor:
 - i. The Company may employ or pay another Contractor or other person or persons to carry out and complete the Work.

- ii. The Contractor shall, if so required by the Company, assign to the Company without further payment the benefit of any agreement for the supply of materials for the purposes of the Contract, and the Company will pay for any such materials supplied under such agreement at the prices fixed therein in so far as it has not already been paid by the Contractor.
- iii. Until after completion of the Work under this Clause the Company shall not be bound by any provision of the Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Company shall certify the amount of expenses properly incurred by itself and, if such amount added to the payments to the Contractor before such termination exceeds the total amount which would have been payable on due completion in accordance with the Contract, the difference shall be a debt payable to the Company by the Contractor under Clause 31, hereof; and if the said amount added to the said payments be less than the said total amount, the difference shall be a debt payable by the Company to the Contractor.

27. SUSPENSION OF WORK

The Company hereby reserves the right to stop or suspend the work at any time, provided however, that in any such event except for suspension due to Force Majeure, the Company shall pay the Contractor for all work done in conformity with the Contract, plus a reasonable amount for any loss which would in such event be sustained through money expended or necessary to be expended by the Contractor through inhibition to complete the work.

28. PROVISIONAL AND PRIME COST SUMS

The full amount of any Provisional and/or Prime Cost Sums included in the Contract shall be deducted from the Contract Sum. Payment for work instructed by the Company to be executed against these sums shall be made in accordance with either Clause 17 or Clause 33 hereof, as applicable.

29. PAYMENT

- a. At the end of each calendar month, or at such other times as may be prescribed in the Contract, the Contractor shall prepare and submit to the Company an invoice or invoices (in triplicate), in such form as the Company and the Contractor may have mutually agreed, which shall include a statement of the total compensation the Contractor may consider payable under the Contract (and any Service Order or Variation Order issued under the Contract) in respect of:

- i. the Work executed;
 - ii. any unfixed materials supplied by the Contractor and delivered upon the Site but not incorporated in the Work;
 - iii. any other items, which shall be fully described; and the amount previously billed.
- b. Subject to the provisions of the Contract with regard to retention and the Company's audit of the invoice statement and supporting documents, the Company shall pay the Contractor the amount so determined as payable by cheque mailed, or other method as agreed, within 30 (thirty) days after the date of receipt of the Contractor's invoice or invoices.
- c.
 - 1. The Company shall have the right to retain monies against any interim payments or final account upto the value as stated in the particular Appendix to the Conditions of Contract.
 - 2. Upon the Company issuing the Certificate of practical completion for the Works, or any part of the Works thereof :-
 - (i) Half the aforesaid retention money for the work taken over shall there upon be released.
 - (ii) The balance of the aforesaid retention money shall be released at the end of the Defects Liability Period for the whole works or if the works are taken over in parts, at the end of the Defects Liability Period of the last part provided that the Company shall be entitled to retain a sum which in the Company's opinion represents the value of work remaining to be carried out at the end of the Defects Liability Period.
- d. The Company may by any subsequent invoice make any correction or modification in any previous invoice which shall have been paid and shall have power, if the Work or any part thereof is not being carried out to the satisfaction of the Company, to withhold or reduce the amount of any invoice.
- e. No payment made under the Contract, except the final payment, shall be evidence of the performance of the Contract either wholly or in part (except for the Contractor's obligations under Clause 19.c.).

30. FLUCTUATIONS

The Contract will be on a "Fixed Price Basis" and no adjustment of the Contract Sum will be made in respect of either increases or decreases in the cost of materials, transport, wages or other costs affecting the execution of the Work which may take place subsequent to the date of submission of the Contractor's Tender.

31. RECOVERY OF SUM DUE FROM THE CONTRACTOR

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract between the Company and the Contractor unless expressly provided otherwise therein.

32. WITHDRAWAL OF CONTRACTOR FROM SITE

- a. The Contractor shall not withdraw from the Site on completion of the Work until the Company agrees that all work is complete. On final withdrawal he shall leave the Work clear of all his tools and plant in a tidy and clean condition. The Contractor shall dump all rubbish in the areas nominated by the Company, and shall make good any loss or damage to property resulting directly or indirectly from the Contractor's performance of the Contract.
- b. The Contractor must advise the Company of any toxic, asbestos or otherwise hazardous material which he needs to dispose of, and accept the Company Representatives instructions with regard to such disposal.

33. NOMINATED SUB-CONTRACTORS

Where Prime Cost Sums are included in the Contract for persons to be nominated or selected by the Company to supply materials or goods or to execute work on the Site, the following conditions shall apply:

- a. Such sums shall be net and shall be expended in favour of such persons as the Company shall direct and all such persons so nominated or selected by the Company are hereby declared to be sub-Contractors employed by the Contractor and are referred to in the Contract as "Nominated Sub-Contractors".
- b. No nominated sub-Contractor shall be employed upon or in connection with the Work against whom the Contractor shall make reasonable and valid objection.
- c. The Contractor shall enter into a sub-contract with a nominated sub-Contractor and the nominated sub-Contractor shall indemnify the Contractor against the same obligations in respect of the sub-contract as those for which the Contractor is liable under the Contract.
- d. The Company shall have a right of access to the workshops and other places of a nominated sub-Contractor as defined in Clause 9.

- e. Payments to a nominated sub-Contractor in respect of work done and/or materials or goods furnished in accordance with a sub-contract shall be made by the Contractor within a period of fourteen calendar days of receiving payment from the Company and shall be the amount paid by the Company to the Contractor for the work done and/or materials or goods furnished by the nominated sub-Contractor.
- f. Before any such payment is made in accordance with section (e) of this Clause, the Contractor shall, if requested by the Company, furnish the Company with proof that a nominated sub-Contractor's accounts included in previous payments have been duly discharged. Should the Contractor be in default of discharging any such payments to a nominated sub-Contractor, the Company reserves the right to discharge such payments itself and deduct said payment from any sums payable to the Contractor.
- g. Neither the existence nor the exercise of the foregoing powers shall render the Company in any way liable to any nominated sub-Contractor except as otherwise provided in the Contract.
- h. Where the Contractor in the ordinary course of his business directly carries out work for which Prime Cost Sums are included in the Contract the Company is prepared to receive tenders from the Contractor for such work without prejudice to the Company's right to reject the lowest or any tender.

34. COMPANY RULES AND REGULATIONS

The Contractor shall comply with the "Book of Rules, Regulations and Procedures for Contractors working for The Bahrain Petroleum Company (B.S.C.) Closed, Bahrain Refinery, Bahrain".

35. TRESPASS

The Contractor shall be responsible for keeping all persons under his control within the bounds of the Site and preventing their trespassing onto other areas.

36. LIENS

The Contractor shall discharge at once or shall bond against all liens which may be filed in connection with the Work, and shall save the Company and the Owners of the premises upon which the Work is performed harmless therefrom.

37. PATENT RIGHTS

The Contractor shall indemnify and save the Company harmless from all claims growing out of any patent infringement or claims thereof pertaining to the Work, or any tools, implements, or appliances used by the Contractor on the Work or in any connection therewith, and shall reimburse the Company fully for any royalties, damages or other payments that the Company shall be obliged to pay.

38. MEDICAL FACILITIES

The Company shall provide, without charge to the Contractor, emergency medical treatment/first aid only, for the Contractor and his employees engaged in the Works.

The Contractor shall fully defend, protect, indemnify and hold harmless the Company, its employees and agents from and against any claim, demand, cause of action and proceeding, and any liability, loss, cost and expense in connection therewith, which may be made on account of injury or death caused by, or arising out of, such treatment of the Contractor and his employees at the Company's medical facilities.

The Contractor must utilise this facility as a first step following any and all injuries.

39. GREGORIAN CALENDAR

Unless otherwise stated, all references to time and dates in the Contract shall be deemed to be according to the Gregorian calendar.

40. LIMIT OF AGREEMENT

The Contract shall in no way be construed to vitiate or invalidate the terms and conditions of any previous contract, agreement or formal understanding that may exist between the Company and the Contractor unless otherwise expressed in the Contract.

41. FORCE MAJEURE

No party shall be considered in default in performance of his obligations hereunder or any of them to the extent that performance of such obligations is delayed or interrupted by Force Majeure. Force Majeure shall include, but not be limited to, war (declared or undeclared), hostilities, restraint of rulers, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, explosion, embargo, sinking of vessels, or any law, proclamation, regulation or ordinance of the Bahrain Government, or any Government or Governmental Agency having, or claiming to have jurisdiction at the Work, or of the parties hereto, or any other act of God or act of any Government, or any cause, whether of the same or of a different nature, which is beyond the control of the parties hereto.

42. ANTIQUITIES

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall as between the Company and the Contractor be deemed to be the property of the Bahrain Government and the Contractor shall take any necessary precautions to prevent his workmen or any other persons from removing or damaging any of the said articles or things and shall immediately upon discovery thereof and before removal acquaint the Company and the Bahrain Government of such discovery and carry out, if necessary, the disposal of the same as directed by the Bahrain Government.

43. CLAIMS AND ARBITRATION

- a. The Contractor shall send to the Company once in every month a notice giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Contractor may consider himself entitled. The notice shall include but shall not be limited to details of the claim, cost of the claim and relevant Clauses of the Company's General Terms and Conditions to Contracts.
- b. All claims formally submitted by the Contractor shall be reviewed by the Company and the Contractor shall be advised in writing of the Company's full or partial acceptance or rejection of the claim. If the Contractor rejects the Company's offer, the claim shall in the first instance be referred to the Company's Claims Committee who shall review the claim in full and advise the Contractor of the Committee's recommendation which shall represent the Company's final offer. The Contractor shall if requested attend the Claims Committee to present his claim and provide further clarification and the Company reserves the right to audit the Contractor's books, receipts, invoices, wage payments and records which are pertinent to the claim.

- c. Should the Contractor refuse to comply with any Company request to audit or withhold details or fail to disclose full details or falsify records or frustrate any audit, the Company will make a fair valuation based on the information available which will not be subject to any further negotiation and will become the Company's final offer.
- d. In the event that the Contractor rejects the offer made by the Claims Committee then the claim shall be settled by arbitration in Bahrain under the Civil and Commercial Procedures Act issued by Amiri Decree No.12/1971 by three arbitrators one to be appointed by each party hereto and the third to be appointed jointly by the two arbitrators as aforesaid. The award of Arbitration shall be final and binding on the parties.

44. RIGHT TO AUDIT

The Company shall have the right to audit the Contractor's accounts, books, receipts, invoices and records pertinent to costs against any contract carried out for the Company by the Contractor. The Contractor agrees to maintain such documents for a period of at least two years from the date such costs were incurred and make them available to the Company at any reasonable time or times within the two year period for the Company's use in making such audits."

45. GOVERNING LAW

The construction, validity and performance of the Contract shall be governed by and in accordance with the Laws of the State of Bahrain.

46. OTHER CONTRACTORS

The Contractor shall afford all reasonable opportunities to any other Contractors and their workmen, or their sub-contractors for carrying out their work and also to any employees of the Company who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the Company may enter into in connection with or ancillary to the Work.

47. PERFORMANCE BOND

The Contractor shall where there is a stated contract requirement, within 7 days from the notification of acceptance of his tender or at the time of signing the formal Contract Agreement whichever date shall be earlier obtain the guarantee of a bank to be jointly and severally bound with the Contractor to the Company in the sum stated in the Tender and Appendix thereto for the due performance of the Contract under the terms of a Bond and the said Bank and the terms of the said Bond shall be such as shall be approved by the Company and the obtaining of such guarantee and the cost of the Bond to be so entered into shall be at the expense of the Contractor in all respects unless the Contract otherwise provides.

The said Bank shall be a national Bank approved by the Company with a registered office in Bahrain.

The said Bond shall remain valid from the date of commencement of the Works until 14 days after expiration of the Defects Liability Period for the whole of the Works.

48. NOTICES

- a. All certificates, notices or instructions to be given to the Contractor by the Company under the terms of the Contract shall be served by sending by post, cable, telex or facsimile transmission to or by leaving the same at the Contractor's principal place of business or such other address as the Contractor shall nominate for the purpose.
- b. Any notice to be given to the Company under the terms of the Contract shall be served by sending by post, cable, telex or facsimile transmission to Bahrain Petroleum Company B.S.C. (Closed), Bahrain Refinery, Bahrain.
- c. Either party may change a nominated address to another address in the State of Bahrain by prior notice to the other party.

49. CONTRACTORS CONSTRUCTION PLANT

The Contractor shall be responsible for the suitability and safety of the constructional plant used by him and no constructional plant shall be used which may be unsuitable, unsafe or liable to cause damage or injury. Without lessening the responsibility of the Contractor in regard to such constructional plant, if in the Company's opinion it is unsuitable, unsafe or liable to cause damage or injury, it shall not be used on the Works and it shall be replaced with the minimum of delay at the Contractor's cost.

50. EXAMINATION OF WORK BEFORE COVERING UP

- a. No work shall be covered up or put out of view without the approval of the Company Representative and the Contractor shall afford full opportunity for the Company Representative to examine and measure any work which is about to be covered up or put out of view. The Contractor shall give due notice to the Company Representative whenever any such work is ready or about to be ready for examination and the Company Representative shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work.

- b. The Contractor shall uncover open up and/or dismantle any part or parts or the Works or make openings in or through the same as the Company Representative may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Company Representative. If any such part or parts have been covered up or put out of view after compliance with the requirements of sub-clause (a) of this Clause and are found to be executed in accordance with the Contract the cost of uncovering, opening up, dismantling and/or making openings in or through reinstating and making good the same shall be borne by the Company but in any other case all such cost shall be borne by the Contractor.

51. PHOTOGRAPHS

The Contractor or any sub-contractor shall not take or be permitted to take any photographs of the site or the works without prior written consent of the Company. No photograph so taken shall be used for purposes of publicity without the prior written consent of the Company.

52. MEASURED WORKS

- a. The Company shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the Contract of work done or omitted. When any part or parts of the works require to be measured, the Company shall give notice to the Contractor's authorised agent or representative, who shall forthwith attend or send a qualified agent to assist the Company Representative in making such measurements, and shall furnish all particulars required by him. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by or approved by the Company Representative shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the Company Representative shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall within fourteen days, attend to examine and agree such records and drawings with the Company Representative and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Company Representative, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.
- b. The works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract.

53. SUB-CONTRACTING AND MATERIAL ORDERS

Whenever the Company has given its written consent to the Contractor enabling the Contractor to sub-let any part of the Works to a sub contractor or order materials, then four copies of unpriced contracts or material orders placed with Sub-Contractors or Supplier by the Contractor shall be furnished to the Company at the time such contracts or orders are placed. Such contracts or orders shall state:-

- (i) The Company's contract number, or such other reference as the Company representative may instruct the Contractor.
- (ii) That the contract or order is subject to the Company's progressing and inspection.
- (iii) A definite delivery or completion date to suit the overall programme for the Works.
- (iv) That the contract or order shall not be sub-let as a whole or in part without the prior written approval of the Contractor who shall not give such approval without the approval of the Company.

APPENDIX 'A'

GENERAL TERMS AND CONDITIONS TO CONTRACTS
JUNE, 1992 EDITION

CONDITIONS OF PARTICULAR APPLICATION

	<u>Clause</u>
Amount of Bond or Guarantee (if any)	
* Minimum amount of Insurance	21 c
* Minimum amount of Insurance	21 d
Date for Commencement	22 a
Date for Completion	22 a
Amount of Liquidated Damages	23 a
Limit of Liquidated Damages	23 a
Percentage of Retention	29 c
Limit of Retention Money	29 c
Date for valuation for interim payments	29 a
Minimum Amount of interim payment	29 b
Amount of Bond or Guarantee	29 b

NB

- * The Contractor's relevant insurance policies must be presented to the Company for approval prior to the execution of a Contract.

ADDENDUM NO. 1

1. Amend Clause 21 Insurance and Indemnity as detailed hereunder:-

1.1 Delete Sub-Clause 21.c and insert the following in lieu:

21.c The Contractor shall indemnify, protect, defend and hold harmless the Company and its affiliated or associated Companies from and against any and all claims, demands, actions and proceedings for bodily injury or death or loss of or damage to property caused by the negligence of the Contractor or his employees or sub-contractors and arising out of or in connection with the performance of the Work hereunder.

21.d The Contractor shall indemnify, protect, defend and hold harmless the Company and its affiliated or associated Companies in respect of loss of or damage to property from any cause. Such property includes, but is not limited to, property belonging to the Company and its affiliated or associated companies, permanent and temporary contract works, plant and equipment and materials.

21.e The Contractor shall maintain at his sole cost, and at all times while performing work hereunder, comprehensive general liability insurance which shall cover, among other risks, the contractual liability assumed under Clauses 21.c. above in the amount stated in the Contract and endorsed with a Cross Liabilities Clause.

The Contractor shall also maintain at his sole cost, and at all times while performing work hereunder, Contractors All Risks Insurance in accordance with Clause 21.e. above in the amount stated in the Contract.

The Company shall be named as an additional insured in respect of these insurance policies. Insurances shall be effected with an insurer and in terms approved by the Company. The Contractor shall whenever required, produce to the Company Representative the policy or policies of insurance and receipts for payment of the current premiums.

2. An example of an acceptable Cross Liability Clause is attached (new Sub-Clause 21.e refers).

9th February, 1994

CROSS LIABILITY

It is hereby understood and agreed that each of the parties comprising the insured shall for the purpose of Section II be considered as a separate and distinct unit and the words "the insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and Insurers hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in this clause shall be deemed to increase the limit of indemnity in respect of any one occurrence or series of occurrences as stated in the Schedule.

Subject otherwise to the terms, conditions and executions of the policy.

9th February, 1994

ADDENDUM NO. 2

CLAUSE 14 - CONTRACTOR'S EMPLOYEES

Add Sub-Clause 14.e. as detailed hereunder:

"14.e. The Contractor shall use his best endeavours to employ the maximum number of Bahraini Nationals in the execution of the Contract on site, and shall in any event maintain at all times the minimum average percentage as stated in the Form of Tender or as otherwise agreed. If the Contractor fails to provide or maintain the minimum average percentage then the provisions of Clause 26 may, at the discretion of the Company, be applied."

CLAUSE 26 – DEFAULT AND BANKRUPTCY OF CONTRACTOR

Add Sub-Clause 26.a.iv. as detailed hereunder:

"26.a.iv. if he fails to comply with the provisions of Clause 14.e."

November, 1994

ADDENDUM NO. 3

CLAUSE 29 – PAYMENT

Add Sub-Clause 29.f as detailed hereunder:

“29.f Until the whole of the Works has been certified as complete in accordance with the sub-clause 19a or sub-clause 19b the Company shall not bound to make an interim payment for a sum less than that stated in the Appendix ‘A’, to the Contract, but thereafter shall be bound to do so and the payment of amounts due to the Contractor shall be in accordance with the provisions of Clause 29”.

April, 1995

ADDENDUM NO. 4

Having reference to Clause 1.a. of the General Terms & Conditions to Contracts, June 1992 edition, wherein the Bahrain Petroleum Company B.S.C. (Closed) is defined as the "Company", such definition in this and all other Company Contract documents, with effect from 1st January, 2000, shall mean "The Bahrain Petroleum Company B.S.C. (Closed)", focused pursuant to the Amiri Decree No. 42/1999 dated 29th December, 1999.

January, 2000