



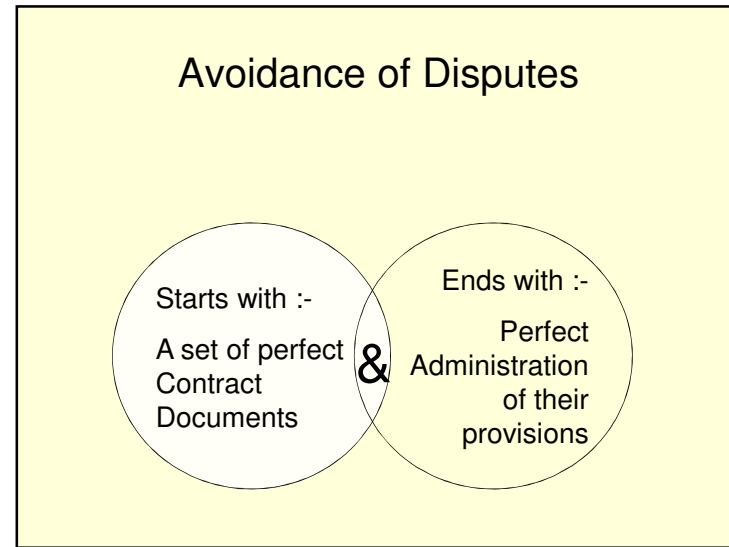
Presents

# the Contract Agreement”

by

**Prof. Indrawansa Samaratunga DSc,**  
 LFAIQS, FRICS, FIQS(SL), FCI Arb, FCI OB, FCMI, FIAS, FCABE  
 (Chartered Surveyor/Chartered Manager/Chartered Building Engineer/  
 Chartered Construction Manager/Chartered Quantity Surveyor)  
 Arbitrator / Mediator - London Court of International Arbitration  
 Arbitrator / Expert - Dubai International Arbitration Centre

Ex Board Member - Construction Law & Dispute Resolution Advisory Board  
 of the British University in Dubai  
 Ex Middle East Representative - Australian Institute of Quantity Surveyors



### Master-Contract Agreement - 38/2006

**This Agreement** made the Eleventh day of April 2005

**Between** M/s. Development and Leasing Company LLC, P.O. Box 1234, Dubai, UAE, (hereinafter referred to as “the Employer”) of the one part

**And** M/s. Construction Contracting International LLC, P.O. Box 5678, Dubai, UAE, (hereinafter referred to as “the Contractor”) of the other part

**Whereas** the Employer is desirous that certain Works should be executed by the Contractor, viz. Park View Tower and Multi-storey Car Park at Outer Road, Dubai, UAE, and has accepted a Tender by the Contractor for the execution and completion of the Works and the remedying of any defects therein

### Law No. 22 of 2004 – Qatari Civil Code

BOOK I – Obligations in General  
 Chapter 1 – Sources of Obligation  
 Section 1 - Contract  
 Subsection 1 – Basic Principles of Contract

**Article 64 :**  
 A contract will be concluded as soon as an offer is met by acceptance, if its object and cause are deemed to be legal, without prejudice to the requirements of the law in respect of any special conditions for concluding certain contracts

**Article 72 :**

- 1 - For a contract to be concluded, there must be acceptance in conformity with the offer.
- 2 - If an offer is countered by something greater or less or it is modified in any other way, it will be deemed to be a rejection thereof that contains a new offer.

**Contract Agreement**

**This Agreement** made the Eleventh day of April 2005

**Between** M/s. Development and Leasing Company LLC, P.O. Box 1234, Dubai, UAE, (hereinafter referred to as "the Employer") of the one part

**And** M/s. Construction Contracting International LLC, P.O. Box 5678, Dubai, UAE, (hereinafter referred to as "the Contractor") of the other part

**Whereas** the Employer is desirous that certain Works should be executed by the Contractor, viz. Park View Tower and Multi-storey Car Park at Outer Road, Dubai, UAE, and has accepted a Tender by the Contractor for the execution and completion of the Works and the remedying of any defects therein

**This Agreement now witnesseth** as follows:

1. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein

**Law No. 22 of 2004 – Qatari Civil Code**  
 BOOK II – Nominate Contracts  
 Chapter III – Contracts Pertaining to Works  
 Section 1 – Contract of Works  
 Subsection 1 – General Principles of a Contract of Works

**Article 682**

**A contract of works is a contract whereby one party binds himself to manufacturing a thing or to carrying out a piece of work for the other party in consideration of a fee, without being a servant or agent of that party.**

**Contract Agreement**

**This Agreement** made the Eleventh day of April 2005

**Between** M/s. Development and Leasing Company LLC, P.O. Box 1234, Dubai, UAE, (hereinafter referred to as "the Employer") of the one part

**And** M/s. Construction Contracting International LLC, P.O. Box 5678, Dubai, UAE, (hereinafter referred to as "the Contractor") of the other part

**1.1(b)(i)** "Contract" means these Conditions (Parts I and II), the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

**This Agreement now witnesseth** as follows:

1. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

2. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying of any defects therein the Contract Price of AED 100,000,000/= (UAE Dirhams One Hundred Million) or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - a) The Letter of Acceptance;
  - b) The said Tender;
  - c) The Particular Conditions of Contract;
  - d) The General Conditions of Contract;
  - e) The Specification;
  - f) The Drawings; and
  - g) The Bill of Quantities.

**In witness whereof** the Parties hereto have caused this Agreement to be executed the day and year first before written.

On behalf of the **Employer** : \_\_\_\_\_ On behalf of the **Contractor** : \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_

**In the presence of :** \_\_\_\_\_ **In the presence of :** \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_

Conditions of Contract		
<b>Time :-</b>	-Commencement -Time for Completion -Extension of Time -Penalties	-Time Control -Taking-Over
<b>Price :-</b>	-Lump sum / Re-measure -Certificates / Payments -Variations / Provisional Sums -Additional Costs	-Cost Control -Final Accounts
<b>Quality :-</b>	-Samples / Tests -Inspection -Approval / Rejection -Remedying Defects	-Quality Control -Defects Liability Period
<b>Others :-</b>	-Insurance / Bonds -Sub-Contractors -Language / Law -Termination	-Contract Administration -Dispute Resolution

**Law No. 22 of 2004 – Qatari Civil Code**  
 BOOK I – OBLIGATIONS IN GENERAL  
 Chapter I – Sources of Obligation  
 Section 1 – Contract  
 Subsection 1 – Basic Principles of Contract  
 1. Interpretation of Contracts and Definition of Their Meaning

Article 170

1 - Doubt will be interpreted in favour of the debtor.

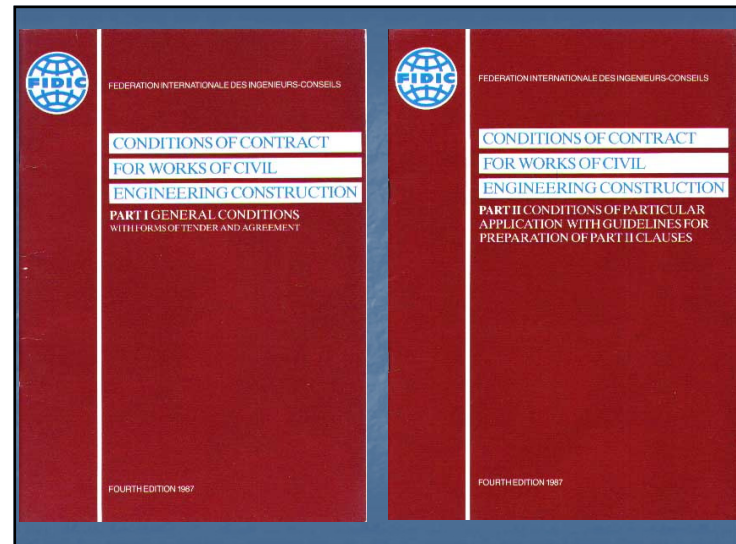
2 - .....

**Conditions of Contract**

Part I – General Conditions

General Conditions of Contract shall be “Conditions of Contract for Works of Civil Engineering Construction, Part I General Conditions – Fourth Edition, 1987” published by the Federation Internationale des Ingenieurs – Conseils (FIDIC), of 13C, Avenue du Temple, CH-1012 Lausanne, Switzerland.

The Contractor is deemed to be in possession of a copy of the General Conditions of Contract.



“ A contract is, a promise or promises mutually exchanged, setting up against the Promisor or Promisors, duties of performance which the law will recognize or enforce at the instance, or for the benefit, of the Promisee or Promisees or, of a third party intended to be benefited. ”

- *The Law of Contracts.*  
**Weera Manthri.**  
*Part I, page 83.*

Questions ..... ?



**DRSAM FZE**

PO : 23461, Dubai, UAE Phone : +971-50-4588949  
 Fax : +971- 4 - 4250845 Email : [drsam@rakfzbc.ae](mailto:drsam@rakfzbc.ae)  
 Establishment formed pursuant to the implementing regulations of RAK freezone authority with limited liability

مؤسسة ذات مسؤولية محدودة تأسست طبقا للنظم المعمول بها بالمنطقة الحرة برأس الخيم

د  
ر  
س  
ا  
م  
ا  
م  
ح

Dispute Resolving Services - Arbitration, Mediation/Conciliation.

ا  
د  
ر  
س  
ا  
م  
ا  
م  
ح

Professional Advice/Training on **Sound Contract Administration**

[www.drsamfze.com](http://www.drsamfze.com)

Member of the British University in Dubai  
 Ex Middle East Rep of Australian Institute of Qty Surveyors.