

**CONSTRUCTION OF DIPLOMATIC COMPLEX
(CULTURAL CENTRE & RESIDENCES)
FOR EMBASSY OF INDIA AT RABAT, MOROCCO**

DRAFT TENDER DOCUMENTS

CCAG-T 2016 (GENERAL CONDITIONS)

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Decree No. 2-14-394 of Chaabane 6, 1437 (May 13, 2016) approving the general administrative clauses applicable to works contracts

THE HEAD OF GOVERNMENT,

MINDFUL of Decree No. 2-12-349 of 8 Joumada I 1434 (March 20, 2013) relating to public procurement, in particular its article 13; Following the opinion of the national commission for public procurement dated April 6, 2016;

After deliberation in the Government Council, meeting on 27 rejev 1437 (5 May 2016),

DECREED:

ARTICLE.1. — Is approved, as annexed to this decree, the general administrative clauses applicable to public contracts relating to works.

ARTICLE .2. — The general administrative clauses mentioned in article 1 of this decree are applicable to works contracts awarded in accordance with the provisions of decree no. 2-12-349 of 8 joumada I 1434 (March 20, 2013) relating to public contracts.

ARTICLE .3 - — A joint order of the Minister of Economy and Finance and the Minister of Equipment, Transport and logistics, after consulting the National Commission for Public Procurement, sets the models of the following parts in particular:

- a) the service order;
- b) the provisional acceptance report;
- c) the final acceptance report;
- d) the provisional statement;
- e) the final statement;
- f) the final partial statement;
- g) the final general account;
- h) the decision to increase the amount of work;
- i) the letter of formal notice;
- j) the termination decision.

ARTICLE .4. — This decree is published in the Official Bulletin and comes into force on October 1, 2016.

ARTICLE 5. — Decree No. 2-99-1087 of Moharrem 29, 1421 (May 4, 2000) approving the general administrative clauses applicable to works contracts executed on behalf of the State is repealed, as of the date entry into force of this decree.

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However, the works contracts concluded or whose notice of publicity was prior to the date of entry into force provided for in article 4 of this decree will remain subject to the stipulations of the general administrative clauses approved by decree no. 2-99-1087, referred to the paragraph above.

Done in Rabat, on 6 chaabane 1437 (May 13, 2016). ABDEL-ILAH BENKIRAN.

For counter signature:

The Minister

Of equipment, transport

And logistics,

AZIZ RABBAH.

The Minister of Economy

and finance,

MOHAMMED BOUSSAID.

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Book of applicable general administrative clauses

CCAG-T works contracts

FIRST CHAPTER : GENERAL PROVISIONS

FIRST ARTICLE

Scope

This book of general administrative clauses, known as CCAG-T, sets the conditions for the performance of works contracts and sets out the rights and obligations of the project owner and the contractor.

It applies to all works contracts which expressly refer to the said CCAG-T in the special specifications relating to them.

ARTICLE 2

Derogations

The stipulations of this document can only be waived in the cases provided for therein. Any waiver that is not provided for in this CCAG-T is deemed void.

The book of special requirements relating to the market concerned must indicate the articles of this book to which it is possibly derogated.

ARTICLE 3

Definitions

For the purposes of this document, the following terms mean:

- **Agent responsible for monitoring the performance of the contract:** any person designated by the contracting authority to monitor the performance of the contract;
- **Site log:** register made available to the project owner by the contractor in which are recorded, as and when required, in particular:

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- operations relating to the performance of the contract;
- incidents occurring during the performance of the contract;
- adjournments and their causes;
- the checks carried out;
- traceability of discharge of site waste.

This register may be accompanied by photos, sketches, the results of the tests carried out, copies of attachments, minutes of site meetings and any document relating to the performance of the contract. The information recorded in this register must be dated and signed by the contractor or his representative and, possibly, by the agent in charge of monitoring the execution of the contract and by the project manager if necessary;

— **Contractor:** contract holder within the meaning of the definition provided by article 4 of decree no. 2-12-349 of 8 jomada I 1434 (March 20, 2013) relating to public contracts;

— **Project manager:** natural or legal person appointed by the project owner to ensure the design and monitoring of the execution of the works and control of the site work;

— **Contracting authority:** the contracting authority or the delegated contracting authority within the meaning of the definition provided for in article 4 of the aforementioned decree no. 2-12-349;

— **Technical execution memorandum:** document drawn up by the contractor presenting a detailed description of the organizational arrangements, from the work covered by the contract as well as the methods of their execution. It defines, among other things, in detail, the organization of the site, the human and material resources that will be assigned to the site, the schedule for carrying out the work, as well as the origin, preparation, transport, materials and methods of implementation;

— **Work:** any construction, installation, assembling the building and, in general, any property created or transformed by the execution of the work covered by the contract;

— **Quality assurance plan:** document drawn up by the contractor which defines the provisions it proposes to implement to ensure the project owner of the conformity of the services with the contractual stipulations;

— **Layout plan of the structure :** oriented plan which specifies the position of the structures in planimetry and in altimetry, in relation to fixed benchmarks; this plan is included in the contract; failing this, the contractor is notified with the service order prescribing the start of the work;

— **Contract register:** register kept by the contracting authority listing all the documents issued or received by the contracting authority concerning the performance of the contract.

ARTICLE 4

Devolution of attributions

The contracting authority notifies, by service order, to the contractor within fifteen (15) days following the date of notification of the service order prescribing the beginning of the execution of the works, the name, the quality and tasks:

- the agent responsible for monitoring the performance of the contract;
- the project manager, if applicable;

He also notifies him, if necessary, by service order, of the names of the bodies responsible for technical inspection, quality control and technical assistance as soon as they are known.

Any subsequent modification relating to the designation of the aforementioned parties shall be communicated to the contractor by service order of the client.

ARTICLE 5

Contract documents

1) The constituent documents of the contract include:

- a) **the deed of commitment**, subject to the case provided by the provisions of paragraph (b) of article 87 of decree no. 2-12-349 mentioned above;
- b) **the special requirements**, subject to the case provided for by the provisions of paragraph (b) of article 87 of the aforementioned decree no. 2-12-349;
- c) **the price schedule** for unit price contracts;
- d) **estimated detail** for unit price contracts; the price schedule and the estimated detail may constitute in a single document;
- e) **the supply price schedule** when required;
- f) **the breakdown of the overall amount** for contracts at an overall price or the sub-detail of the prices, when these documents are mentioned as contractual documents in the special specifications;
- g) **the technical offer** when required;
- h) **the plans, calculation notes, survey file, geotechnical file, technical execution report, quality assurance plan** and any other document mentioned as contractual documents in the special requirements book, if applicable;
- i) **the common requirements specification** to which reference is made in the special requirements specification;
- j) **the present book of general administrative clauses.**

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2 — In the event of discrepancy or contradiction between the constituent documents of the contract, other than those relating to the financial offer as described by article 27 of the aforementioned decree no. 2-12-349 and taking into account stipulations of article 2 of this book, these prevail in the order in which they are listed above.

ARTICLE 6

Subsequent contract documents

at the conclusion of the contract

The contractual documents after the conclusion of the contract include:

- **Service orders;**
- **Any amendments;**
- **The decision** provided in article 57 of this document, if applicable.

ARTICLE 7

Stamp duties

The contractor shall pay the stamp duties under the contract in accordance with the legislation in force.

ARTICLE 8

Execution delay

A — General provisions

1— The overall contractual performance period is the period provided for the performance of all the services covered by the contract. It corresponds to the period between the start date of the execution set by service order and the expiry date of the period provided for contractually.

The contractual partial execution period is the period provided for the execution of a part or a phase of the works covered by the contract. It corresponds to the period between the start date of the execution, fixed by service order, of the said part or phase of the work and the expiry date of the period contractually provided for its execution.

2— The execution time is immutable.

3— The special requirements book fixes, for each contract, the execution period or the deadline for the completion of the works.

The schedule of special requirements may set, possibly, within the framework of the deadline referred in the preceding paragraph, partial deadlines for the execution of certain works or parts of works.

4- The work execution deadline set by the special requirements book applies to the completion of all the planned work incumbent on the contractor, including, unless otherwise stipulated in the

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special requirements book, the folding of the installation's worksite and the rehabilitation of land and places.

5— The execution period runs from the date provided for by the service order prescribing the start of the execution of the work.

6- If the special requirements specification sets a deadline for the completion of the work, this date only has contractual value if the said special requirements specification also sets a deadline for the start of the work.

7 - Any time limit set by the contract for the project owner or the contractor begins to run the day after the day on which the act or event giving rise to the said time limit occurred at zero (0) hours.

8— The deadline is expressed in days or months.

When the period is fixed in days, it is understood in calendar days and it expires at the end of the last day of the planned duration.

When the deadline is set in months, it is counted from the date of the start month to the date of the last month. If there is no corresponding calendar in the month in which this period ends, it expires at the end of the last day of the month.

The deadline is extended until the end of the first working day that follows, when the last day of a deadline is a day declared a public holiday or non-working day.

B— Additional turnaround times

Additional delays may be taken into consideration in the following cases:

- Force majeure;
- Partial adjournments of work;
- Increase in the amount of work;
- Additional work.

The additional periods must be strictly limited to the needs necessary to deal with the aforementioned cases.

C — Reduced execution time

The execution time may be reduced in the event of the signing of an amendment for a reduction in the amount of work under the conditions provided in paragraph 2 of article 58 of this specification.

ARTICLE 9

Communications

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1— Communications relating to the performance of the contract between the contracting authority and the contractor are made in writing.

They are notified or deposited at the address indicated in the contract.

2— The writings provided above are between the two parties either deposited against receipt, or sent by registered letter with acknowledgment of receipt and this within the time limit, if one is provided for. The date of the receipt or of the acknowledgment of receipt is valid for the determination of the calculation of the deadline.

These writings can also be sent, as a supplement, by confirmed fax, or by e-mail.

3— The writings exchanged between the contracting authority and the contractor must be recorded when they are sent or received in the market register.

ARTICLE 10

Documents to be provided by the contractor

- Cases of audits and controls

When, pursuant to the provisions of Article 165 of the aforementioned Decree No. 2-12-349, the contract and its amendments are subject to checks or audits, the contractor must be available to the persons responsible for said checks or audits any document or information necessary for the exercise of their missions.

The documents or information in question must relate exclusively to the contract and its amendments subject to the control or audit.

ARTICLE 11

Service orders

1— The service order is a document issued by the contracting authority whose purpose is to notify the contractor of decisions or information concerning the contract.

2— Service orders are written and signed by the contracting authority. They are dated, numbered and recorded in the market register.

3— Service orders are drawn up in duplicate and notified by post against receipt or by registered letter with acknowledgment of receipt to the contractor. This returns within the failing three (3) days, to the client one of the two copies after having signed it and having entered the date on which he received it; following this, the service order is deemed to have been received on the date of its notification.

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4— The contractor must comply with the prescriptions of the service orders notified to him.

5— When the contractor considers that the requirements of a service order exceed the obligations arising from his contract or raise reservations on his part, he must return to the contracting authority a copy of the signed service order on which it indicates the date and the handwritten mention “signed with reserve”. He must then explain his reservations or observations in writing to the client, under penalty of foreclosure, within ten (10) days from the date of notification of this service order.

The contractor suspends, under his responsibility, the execution of the prescriptions of the service order unless the contracting authority orders him to carry them out by another service order which he must send to him within a maximum period of seven (7) days from the date of receipt of the explanations on the said reservations or observations of the contractor.

However, the contractor must refuse to execute the second service order, by returning to the project owner a copy of the said order marked "signed with the same reservations" if its execution:

—presents an obvious danger of collapse of the structure or constitutes a threat to safety. The contractor must present the necessary justifications for this purpose, provided by an expert, technical inspection body or any other body competent in the matter;

— has no connection with the subject of the contract, modifies the said subject or changes the place of performance of the contract as provided in the special specifications;

— entails an increase in the amount of work or additional work beyond the rates provided in articles 55 and 57 of this schedule.

If the disagreement between the contracting authority and the contractor regarding the service order in question persists, the provisions of article 81 of these specifications apply.

6— In the event of difficulties in notifying the service order or if the contractor refuses to accept it, the contracting authority may use the services of a bailiff to notify him for the said service order.

7— In the event of difficulty in notifying the service order by the bailiff to the contractor or if the latter refuses to accept it, the client draws up a deficiency report which takes the place of notification service order

8— In the event of a group of companies, the notifications of service orders are made to the agent who alone has the capacity to present reservations on behalf of the group.

ARTICLE 12

Amendments

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1 - The addendum is an additional contract of the initial contract recording an agreement between the parties and having the purpose of modifying or supplementing one or more stipulations of the said contract, without however modifying the object or its place of performance and in compliance with the stipulations of this document.

2— the project owner and the contractor may conclude amendments in the following cases:

- a) to note changes in the person of the contracting authority, the company name or the name of the contractor and the bank address of the contractor;
- b) to correct obvious errors found in the contract documents during performance;
- c) in the event of transfer of the contract under the conditions provided for in article 27 of this specification;
- d) in the event of modifications to the dimensions and arrangements of the works provided in the last paragraph of article 43 of this specification;
- e) in the event of force majeure to provide for an additional period of execution under the conditions provided in article 47 of this specification;
- f) in the event of partial adjournment of the execution provided in § 10 of article 48 of this specification;

- g) to continue the performance of the contract by the heirs or assigns in the event of the death of the contractor when the contract is entrusted to one or more natural persons as provided in article 50 of these specifications.
- h) for the execution of works or additional work as provided for in Article 55 of this specification;
- i) in the event of a change in the source of the materials as provided in article 56 of this document;
- j) to take into account the delays corresponding to the increase in the volume of work as provided in article 57 of this specification;
- k) in the event of decrease in the amount of work by or more than twenty-five percent (25%) under the conditions provided in article 58 of this specification;
- 1) to revise the conditions of the framework contracts or renewable contracts, in accordance with articles 6 and 7 of the aforementioned decree no. 2-12-349;
- m) for the appointment of a new representative for the grouping in the event of failure of the initial representative in accordance with article 80 of this specification;

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n) to note changes affecting the assignee accountant or the conditions of settlement of the contract pursuant to the provisions of Article 7 of Law No. 112-13 relating to the pledging of public contracts promulgated by Dahir No. 1-15- 05 of 29 rabii I 1436 (19 February 2015).

3— Amendments are valid and final only after their approval by the competent authority.

4- The contracting authority notifies copies of the riders to the contractor by service order.

ARTICLE 13

Documents to be delivered to the contractor — Collateral

1- The contracting authority provides the contractor free of charge by service order, against discharge, a verified and certified copy of the act of engagement, the special requirements and the documents mentioned as constituent parts of the contract, and this within a maximum period of five (5) working days from the date of notification of the approval of the market.

2- The contracting authority mentioned, in the special specifications, the documents which may also be made available to the contractor, at his request. These documents are handed over to the contractor by service order and against discharge.

3- The contractor is required to inform the contracting authority of any observations he may have on the documents made available to him within a maximum period of fifteen (15) days from the date of delivery of these documents.

However, the special requirements may, due to the volume and complexity of the said documents, provide for this purpose another period which may not exceed thirty (30) days.

After this period, the contractor is deemed to have checked the conformity of the said documents with those which served as the basis for the award of the contract and which are kept by the client to be used for acceptance of the works.

The contracting authority shall specify, where appropriate, in the special requirements specification, the period and conditions for the return of these documents to the contracting authority.

4 — When the contractor establishes, by presenting the necessary justifications within the period provided in paragraph 3 of this article, that the technical stipulations of the documents which are notified to him, in particular the plans "good for execution", can put the works or the persons in danger or are in contradiction with the specifications of the contract, he must suspend their execution and inform the contracting authority under the conditions provided in article 11 of these specifications.

The client has a period of seven (7) days to:

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— establish the merits of the contractor's reaction and the necessary corrections are then made; the deadline is then regularized accordingly;

— either, confirm by a second service order the regularity of the technical stipulations provided by the said documents or that of the plans notified "good for execution", in this case the contractor must comply with them and the period of interruption of the work is not taken into consideration.

In the event that the entrepreneur maintains his position, the provisions of article 81 of this specification apply.

5 — Pursuant to Article 4 of the aforementioned Law No. 112-13 relating to the pledge of public contracts, the contracting authority delivers to the contractor, at his request and against receipt, a special copy of the contract bearing the mention "single copy" intended to form title and, when the needs of national defense or public security require that the work covered by the contract be kept secret, the single copy intended to form title consists of an official extract of the said contract bearing the notice provided in the preceding paragraph.

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CHAPTER II : MARKET GUARANTEES

ARTICLE 14

Financial guarantees

In accordance with Article 1 of Dahir No. 1-56-211 of Joumada I 8, 1376 (December 11, 1956) relating to the financial guarantees required by tenderers and successful bidders for public contracts, the financial guarantees to be produced under the contract are sureties provisional and final as well as the holdback. The schedule of special requirements determines the importance of the financial guarantees to be produced for this purpose. He may, where appropriate, exempt the contractor from the provision of said financial guarantees in whole or in parts.

ARTICLE 15

Final surety

1—Unless stipulated in the special requirements, the amount of the final guarantee is set at three percent (3%) of the initial amount of the contract rounded up to the next higher dirham.

2— When the contract is allotted, the contracting authority sets a final bond corresponding to each lot.

3—In the event of a consortium, the final surety must be provided under the conditions provided in paragraph C of article 157 of decree no. 2-12-349 mentioned above.

4—The final guarantee must be constituted within twenty (20) days following the notification of the approval of the contract. It remains assigned to the guarantee of the contractor's contractual commitments until the final acceptance of the works.

ARTICLE 16

Holdback

In the absence of different stipulations in the special requirements book, a holdback is deducted from the installments issued to the contractor under the conditions provided in article 64 of this book.

ARTICLE 17

Personal and joint guarantees

1—The sureties and the holdback may be replaced by personal and joint sureties undertaking with the contractor to pay, as the case may be, to the State, the local authorities and the public establishments

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concerned, up to the amount of the guarantees stipulated in the special requirements, the sums of which it would come to be recognized debtor on the occasion of the contract concluded.

2 — The personal and joint sureties must be chosen from among the establishments approved for this purpose in accordance with the legislation in force.

3 - In the event that the approval given to the said establishments authorized to stand surety were to be withdrawn, the contractor, without being able to claim any compensation on this account, is bound, within twenty (20) days following the notification made to him of the withdrawal of the approval and the formal notice which accompanies it, either to carry out the definitive surety, or to constitute another surety chosen among the other approved establishments.

If he fails to do so, a deduction equal to the amount of the final guarantee is automatically made from the statements of sums due by the contractor, without prejudice to the rights to be exercised against him in the event of insufficiency.

ARTICLE 18

Owner's rights on sureties

1- The provisional guarantee shall remain with the State, the local authorities or the public establishments concerned, as the case may be, in the following cases:

— if the competitor withdraws his offer during the period of validity of the offers provided for by the aforementioned Decree No. 2-12-349;

— if the successful tenderer refuses to sign the contract;

- if the holder refuses to receive the approval of the market which is notified to him within the deadline fixed by article 153 of the aforementioned decree no. 2-12-349;

— if the contractor does not provide the final surety within the period provided in paragraph 4 of article 15 of this schedule.

2- The final guarantee may be seized if necessary, in the cases provided in this specification.

3— When the special requirements specification does not provide for a provisional guarantee, whereas the final guarantee is required, and the contractor does not provide this guarantee within the period provided in paragraph 4 of article 15 of this specification, he is applied to the contractor a penalty of one percent (1%) of the initial amount of the contract.

4— Any seizure of the bond is the subject of a decision taken under the conditions provided for by article 11 of dahir no. 1-56-211 of 8 Jomada I 1376 (December 11, 1956) mentioned above. The

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contracting authority notifies the contractor, by service order, of a copy of this decision. He records it in the market register.

ARTICLE 19

Restitution of financial guarantees or Release of sureties

1— The provisional bond is returned to the contractor or the bond in lieu thereof is released after the latter has provided the definitive bond. The contracting authority proceeds to the registration of the restitution of the provisional guarantee or the release of the said guarantee in the market register.

2- The final guarantee is returned, except in cases where article 79 of this specification applies, and the payment of the holdback is made, or the guarantees that replace them are released following a release issued by the contracting authority, upon signature of the report of the final acceptance of the works.

3- If the special requirements schedule provides for partial deadlines giving rise to partial final acceptance, the final guarantee and the holdback are returned to the contractor in proportion to the work accepted by the contracting authority.

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CHAPTER III

GENERAL OBLIGATIONS OF THE ENTREPRENEUR

ARTICLE 20

Contractor's residence

1 - The contractor is required to elect domicile in Morocco which he must indicate in the act of engagement or make it known to the client within fifteen (15) days from the notification, which is made to him, of the approval of his market pursuant to the provisions of article 153 of the aforementioned decree no. 2-12-349.

Failing by him to have satisfied this obligation, all the notifications which relate to the market are valid when they were made at the head office of the company whose address is indicated in the book of the special prescriptions.

2- In the event of a change of domicile, the contractor is required to notify the client, by registered letter with acknowledgment of receipt, within fifteen (15) days following the date of intervention of this change.

ARTICLE 21

Presence of the contractor at the work site

1- During the duration of the works, the contractor must be permanently present at the place of execution of the works or be represented by one of his collaborators designated by him and accepted by the contracting authority.

This representative must have the necessary powers to ensure the execution of the work covered by the contract and to take the necessary decisions so that no operation can be delayed or suspended due to the absence of the contractor.

To this end, the contractor sends the contracting authority, before the start of the execution of the works, a written request for the acceptance of his representative.

This request must contain all the references concerning this representative and make known the exact extent of the powers conferred on him by the contractor from the point of view of both the conduct of the work and the settlement of accounts. This request must be recorded in the market register as well as the client's response which has been reserved for it.

The silence of the client beyond the expiration of ten (10) days after receipt of the request is equivalent to the acceptance of the proposed representative.

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2 — The contractor or his representative is required to respond to the summons sent to him to go either to the offices of the contracting authority or to the work site, whenever required. Written minutes must be drawn up at the end of each meeting or site visit, carried out in the presence of the contractor or his representative.

These minutes must record all the observations made by the participants in the meetings and visits and be signed by each of them. They are recorded in the site book.

ARTICLE 22

Choice of the contractor's collaborators

- 1- The contractor must hire qualified collaborators for the execution of the work.
- 2- The contracting authority has the right to require the contractor to change his collaborators for professional incapacity or lack of probity.
- 3— The contractor remains responsible for any fraud or poor workmanship committed by his collaborators in the execution of the work.

ARTICLE 23

Contractor employee protection

The contractor and its subcontractors are subject to the obligations provided by the laws and regulations in force governing in particular:

- recruitment and payment of workers;
- social rights, health and safety of workers and coverage for accidents at work;
- medical cover for its staff; — immigration to Morocco;
- the protection of minors and women.

ARTICLE 24

Contractor's equipment

The contractor must use the appropriate equipment for the proper performance of the services covered by the contract according to the rules of the trade, he must assign to the site the equipment which he has provided in his offer or, possibly, the equipment presenting performances at the less similar.

The contractor may not remove from the site the equipment assigned to the execution of the work in accordance with his commitments. However, when he plans to remove part of the material before the completion of the work for which it is intended, he must first inform the client in writing, specifying

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the nature and consistency of the material to be removed and the reasons. withdrawal requested, and undertaking that said withdrawal will have no consequence on the performance of the work.

The contracting authority has a period of ten (10) days from the date of receipt of the aforementioned request to express its agreement or its refusal concerning the said withdrawal by reasoned service order. After this period, the contractor may withdraw the equipment concerned.

The contractor's request and the contracting authority's response must be recorded in the contract register and in the site book.

The contracting authority's agreement does not release the contractor from its commitments and from the consequences arising from this withdrawal.

ARTICLE 25

Insurance and responsibilities

1 — Before start of any work, the contractor must send to the Project Owner one or more certificates issued by one or more establishments approved for this purpose justifying the subscription of one or more insurance policies to cover the risks inherent in the performance of the contract and specifying their dates of validity, namely those relating to:

- a) motor vehicles and machinery used on the site which must be insured in accordance with the laws and regulations in force;
- b) accidents at work that may occur to the personnel of the contractor who must be covered by insurance in accordance with the laws and regulations in force.

The contracting authority cannot be held liable for damages or legal indemnities to be paid in the event of accidents occurring to workers or employees of the contractor or its subcontractors. As such, the damages or indemnities against any claim, complaint, lawsuit, costs, charge and expense of any kind, relating to these accidents are the responsibility of the contractor.

The contractor is required to inform the client in writing of any accident occurring on his site and record it in the site book.

- c) to the civil liability incumbent on:
 - to the contractor, due to damage caused to third parties by the works covered by the contract, until final acceptance in particular, by the materials, equipment, installations, personnel of the contractor, when it is demonstrated that this damage is the result of an action by the contractor, its agents or a defect in its installations or equipment;

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— to the contractor, due to damage caused on the site and its dependencies on the agents of the contracting authority or its representatives as well as to third party authorized by the contracting authority to access the construction sites, until acceptance of temporary works;

— to the contracting authority, due to damage caused to third parties on the site and its dependencies, in particular by its works, equipment, goods, installations and agents. The insurance contract corresponding to this liability must contain a waiver of recourse against the contracting authority;

— to the contracting authority, due to damage caused to the contractor's personnel and resulting either from the fault of its agents, or from the equipment or third parties for which it would be responsible, and which would lead to recourse by the victim or the "Industrial accidents" insurance;

d) if the special specifications provide, to damage to the work; as such it must be guaranteed by the contractor, for the duration of the work and until provisional acceptance, the temporary works covered by the contract, the fixed or mobile works and installations on the site, the equipment, materials and various supplies against risks of fire, theft, deterioration for any reason whatsoever, except natural disasters.

2 — When the service order notifying the approval of the contract to the contractor also prescribes the start of the works, the start-up must only take place if the contractor has produced the insurance certificates provided in paragraph 1 of this article.

3- The contractor is required to renew the insurance provided in paragraph 1 of this article so that the period of performance of the work is constantly covered by the insurance provided in the contract.

The contractor is required to present to the contracting authority, the justification for the renewal of the insurances provided for above.

Copies of insurance policy subscription certificates must be kept by the client.

4— If the contractor has not complied with the stipulations of paragraphs 1, 2 and 3 of these articles, the coercive measures provided in article 79 of this specification apply.

5— Subject to the application of the coercive measures provided for in article 79 of this book, no modification concerning the insurance policies may be introduced without the prior written agreement of the client.

No termination of the insurance policies can be carried out without the prior subscription of an insurance policy of equivalent scope accepted by the client.

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6 - If the special requirements specification provides for it, the contractor is required to present, at his own expense and at the latest upon final acceptance of the contract, the insurance policy covering the risks related to the ten-year liability of the contractor as defined in Article 769 of the Dahir of Ramadan 9, 1331 (August 12, 1913) forming the Code of Obligations and Contracts. To this end and before the start of the work, the contractor is required to present to the project owner the commitment with an insurance and reinsurance company to issue him with said insurance.

The client should only require this guarantee for new works for which the said insurance can be issued. The period of validity of this insurance runs from the date of final acceptance until the end of the tenth year following the date of this acceptance.

The pronouncement of the final reception of the market is conditioned by the agreement of the building owner on the terms and the extent of this insurance policy.

7- The stipulations of subparagraphs a) and b) of paragraph 1 of this article also apply to the contractor's subcontractors.

ARTICLE 26

Industrial or commercial property

1 - By the mere fact of signing the contract, the contractor guarantees the client against all claims concerning the supplies or materials, processes and means used for the execution of the works and emanating from the holders of patents for invention, operating licenses, industrial designs and models, trademarks or service marks or layout designs (topography) of integrated circuits. It is up to the entrepreneur, where applicable, to obtain the necessary assignments, operating licenses or authorizations and to bear the costs and royalties relating thereto.

2- In the event of actions directed against the project owner by third party holders of patents, licenses, models, designs, trademarks or service marks, or layout designs used by the contractor for the execution of the work, the latter must intervene in the proceedings and is required to indemnify the contracting authority for any damages awarded against it as well as the costs incurred by it.

3— Subject to the rights of third parties, the client has the possibility of repairing himself or having the patented devices used or incorporated in the works repaired, in the best of his interests.

4- Unless expressly authorized by the contracting authority, the contractor is prohibited from making use for purposes other than those of the contract of the information and documents provided to them by the contracting authority.

ARTICLE 27

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Assignment of the market

Assignment of the contract is prohibited except in the case of assignment of all or part of the contractor's assets on the occasion of a merger or split. In these cases, the contract can only be assigned with express authorization of the competent authority. On the basis of this authorization, an amendment must be concluded.

The assignees must satisfy the conditions required of competitors provided in article 24 of the aforementioned decree no. 2-12-349.

ARTICLE 28

Construction site police organization

1 — The contractor must recognize the places reserved for the construction sites as well as the means of access and inform himself all the regulations with which he must comply for the execution of the work.

2 — The contractor is required to comply with all the regulations and instructions of the authorities concerned in the place where the work is carried out, in accordance with the laws and regulations in force.

3 — The contractor complies with the orders given by the contracting authority for the construction site police.

4 — It ensures, at its own expense, the execution of police or other measures which are or will be prescribed by the authorities concerned.

5 — The contractor is liable for any damage resulting, for public or private property, from the method of organization and operation of his work sites. In the event of an accident, as in that of damage, the supervision of the agents of the contracting authority in no way relieves the contractor of this responsibility. He will have no recourse against the contracting authority or his agents.

6 - If the contractor has been informed, either by a stipulation in the special requirements book, or by the call for competition notice that the work is of defense interest, he must comply, in addition to the requirements of paragraphs 1 to 5 of this article, of the following clauses:

a — When he deems it necessary, the contracting authority may require the dismissal from the site of workers or employees of the contractor, without, depending on the case, the State, the local authorities and the public establishments concerned can be held responsible for the consequences of these dismissals;

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b—When the contractor and its subcontractors have discovered a characterized malicious act, they are required to immediately notify the contracting authority under penalty of possible prosecution, without prejudice, either of a management without remains prior, either of the termination of the contract, with, if necessary, the award, according to the procedure that the he deems useful, of a new contract at their expense and risk. In all cases, the application of these sanctions is decided by the competent authority.

c— If, following a characterized malicious act, the contracting authority considers that security measures must be taken aimed in particular at the staff, the contractor and its subcontractors undertake to apply them without delay. They cannot rely on it to claim compensation.

d—The contractor must advise his subcontractors, under his own responsibility, of the obligations resulting from the stipulations of the preceding paragraphs.

ARTICLE 29

Protection of secrecy

1 — When the contract is wholly or partly of a secret nature, or when the work must be carried out in places where special precautions are permanently taken with a view to protecting secrecy or protecting sensitive points, the contractor he books invites the entrepreneur to familiarize himself, in his offices, with the instructions relating to the protection of secrecy.

In any event, the contractor thus advised is deemed to have read these instructions.

2- The contracting authority notifies the contractor of the elements of the contract considered to be secret and the special precautionary measures to be adopted.

3— The contractor and its subcontractors must take all measures to ensure the preservation and protection of the secret documents entrusted to them and notify the client without delay of any disappearance or incident. They must keep secret all information of which they may become aware during the contract.

4— The contractor is subject to all the obligations relating to the control of the personnel and the protection of secrecy and of the sensitive point or resulting from the prescribed precautionary measures. He is required to ensure that his subcontractors comply with these instructions and prescriptions. He cannot rely on it to claim compensation in any capacity whatsoever.

5- In the event that the contractor and its subcontractors disregard the obligations provided in the four preceding paragraphs, the coercive measures provided in article 79 of this specification shall be applied.

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ARTICLE 30

Environmental Protection

The contractor shall take measures to control the elements likely to harm the environment, in particular the waste produced during the execution of the work, dust emissions, smoke, fumes from polluting products, noise, impacts on fauna and flora, pollution of surface and ground water, and guarantee of the safety and health of people and the preservation of the neighborhood.

At the express request of the contracting authority, the contractor must be able, during the execution of the work, to provide proof that the services provided under the contract meet the environmental requirements set out in the special specifications. if applicable.

When the services are to be performed in a place where specific environmental measures apply, in particular in places qualified as a sensitive site or protected area from an environmental point of view, in application of the legislative and regulatory provisions, the contractor must submit to these specific requirements.

ARTICLE 31

Site waste management

The disposal of waste generated by the works covered by the contract is the responsibility of the contractor during the execution of the works.

The contractor is responsible for the operations of collection, transport, storage, possible sorting and necessary treatment and the evacuation of the waste generated by the works covered by the contract to the places likely to receive them, in accordance with the legislation and regulations in force. vigor.

The contracting authority provides the contractor with any information it deems useful to enable the latter to dispose of the said waste in accordance with the legislation and regulations in force.

So that the contracting authority can ensure the traceability of waste and materials from the site, the holder provides him with the elements of this traceability, in particular through the use of slips for monitoring site waste.

For hazardous waste, the use of a tracking slip is mandatory in accordance with the legislation and regulations in force.

ARTICLE 32

Relations between various entrepreneurs on the same site

When several contractors work on the same site, the special requirements specification designates one of the contractors, who will take the necessary measures for the coordination of the work, the

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good order of the site, the safety of the workers on the site as well as any common nature specified which is applicable by the said specifications.

To this end, a general schedule covering all the work is drawn up by the contracting authority and all the contractors.

By virtue of the clauses provided in the said special specifications, the corresponding expenses are the subject of a specific price at the level of the price schedule.

ARTICLE 33

Safety and hygiene measures

The common requirements book or the special requirements book defines the measures that the contractor must take to ensure safety and hygiene on the site.

These measures relate in particular to:

- housing conditions for site personnel;
- refueling and operation of worksites;
- hygiene: daily cleaning services, maintenance of the sewer and supply network, disposal of household waste;
- to the medical service: medical care, pharmaceutical supplies, etc.;
- site security and policing: cleanliness, discipline, site regulations;
- the safety and protection conditions for site personnel and third parties;
- the protection of the environment.

The contractor is required to let his staff carry, within the confines of the site and at all times, an identification device for each person and his employe. It is required to apply this obligation to its subcontractors.

Access to the site is reserved for any identified person. The contractor is required to draw up an exhaustive list of all the people he employs on the site. This list is kept up to date and made available to the contracting authority and any other authority concerned.

These measures must be planned in relation to the nature of the site and the dangers involved in the products and equipment used, in terms of accident prevention, establishment of traffic routes, maintenance of safe temporary access tracks for construction sites such as ladders and traffic walkways and safety equipment such as helmets, gloves, boots, goggles, first aid box, signaling of the surroundings of construction sites, trenches, machine exits, material depots, etc.

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For temporary works, scaffolding and formwork, in addition to references to the common specifications, clauses must be explicitly inserted in the special specifications providing the establishment of plans, drawings and detailed calculation notes as well as the obligation of their approval and if necessary, their control by competent bodies at the expense of the contractor.

The special specifications must be in particular contain specific provisions that the contractor must take when the work is carried out inside or near a built-up area to reduce the inconvenience and nuisance caused to users and local residents.

The contracting authority or project manager must ensure that the contractor complies with the laws and regulations relating to safety and the additional stipulations provided in the special requirements book.

He must record any remarks in this regard in the worksite book and immediately notify the contractor or possibly his representative on the worksite, whenever necessary.

He must order the stoppage of the site if he considers that the measures taken are insufficient to ensure safety in general and good protection of site personnel or third parties in particular. The resulting interruption period is included in the contractual period and will give rise, where applicable, to the application of late payment penalties, provided in article 65 of this document.

He must apply the coercive measures provided in article 79 of this book, if the contractor does not comply with the clauses of the contract and the service orders in the matter.

ARTICLE 34

Care, assistance to workers and employees

1- The contractor is required to organize the medical service of his construction sites in accordance with the texts in force and to provide, at his expense, medical care and pharmaceutical supplies to workers and employees who are victims of accidents or illnesses occurring during the work. Does the work.

2 - The contractor must take, at his own expense, all the measures indicated by the competent services, to ensure the sanitation of his sites, prevent epidemics there and, in particular, have vaccinations carried out, make to his installations and camps the modifications ordered for hygienic purposes.

3 - When the contractor does not comply with the prescriptions of the service orders which are notified to him for the application of the measures provided in this article, the client must order the stoppage of the site if he considers that the measures taken are insufficient to ensure safety in general and

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proper protection of site personnel or third parties in particular. The resulting interruption period will be included in the contractual period and will give rise, where applicable, to the application of penalties for delay, provided in article 65 of this document.

Training and literacy action

ARTICLE 35

In construction sites

When the period of performance of the contract is less than eighteen (18) months, the contractor may, on a voluntary basis and at his expense, ensure, for the benefit of his workers, training and literacy sessions in premises inside the construction site, fitted out and equipped for this purpose.

When the period of performance of the contract is equal to or greater than eighteen (18) months, the contractor must organize training and literacy courses on the site. To this end, he must:

- organize literacy sessions totaling at least four (4) hours per week;
- allocate premises fitted out and equipped for this purpose on the construction site or in the immediate vicinity;
- ensure that agents are in charge of literacy courses using manuals designed and developed for this purpose;
- see to the delivery at the end of the literacy cycle of a certificate signed by him.

If the contractor does not comply with the provisions of this article, he will expose himself to the application of the coercive measures provided in article 79 of this specification.

ARTICLE 36

Transport

The contractor must comply with the legislation and regulations in force with regard to the transport of materials and equipment for the use of rolling stock throughout the period of performance of the contract.

The transport of materials, equipment, cuttings or other products, necessary for the execution of the work covered by the contract, is the responsibility of the contractor. However, the special specifications may provide that this transport will be carried out by the means available to the contracting authority.

ARTICLE 37

Dismantling of equipment and demolition of buildings

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The contractor may only dismantle equipment or demolish buildings, located in the rights-of-way or the enclosure of the worksites, after having made the request to the contracting authority eight (8) days in advance; failure to respond within this period shall be deemed to be the contracting authority's agreement.

All costs relating to their transport and their storage and storage costs, at the place indicated by the contracting authority during the period of performance of the contract, the responsibility of the contractor for any distance set by the special requirements book.

When the contract includes construction demolition or equipment dismantling work, the materials, products or equipment that come from it are the property of the contracting authority. The special specifications may provide for the reuse of said materials, products or equipment resulting from demolition or dismantling.

Unless derogation specified in the special requirements, the contractor gradually removes the demolition products, rubble and debris in accordance with the instructions of the client.

ARTICLE 38

Discoveries during work

In the event of the discovery of works of art, antiquity, natural history, numismatics or any other objects of scientific, artistic, archaeological or historical interest, as well as rare objects or objects made of precious material, found in excavations or during demolitions carried out on land belonging to the client, the contractor must report it immediately to the client and make a declaration to the authorities concerned in the locality where this discovery was made.

These discoveries are the property of the State.

Without prejudice to the legislative or regulatory provisions in force, the contractor must not move these discoveries without the prior authorization of the client. He must put in a safe place those that have been accidentally detached from the ground or from excavations.

If the project owner asks the contractor to extract the said discoveries or to keep them with special care or if they lead to the contractor being subject to execution, he is entitled to be compensated for the damage suffered duly justified.

In the event of the discovery of human remains, the contractor shall immediately inform the contracting authority and the authorities concerned of the locality where this discovery was made.

The contractor must not extract any object or material from the ruins or tombs, without having received prior written authorization from the client.

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CHAPTER IV : PREPARATION AND EXECUTION OF WORKS

ARTICLE 39

Work preparation

1 - Before the start of the work, the project owner delivers to the contractor, following his request, the administrative authorizations necessary for the realization of the works which are the subject of the contract: building permit, road permit, authorization to temporary occupation of the public or private domain.

For the exclusive needs of the construction site, the project owner may also assist him in obtaining the other administrative authorizations he may need to have:

- the locations required for its site installations;
- places for deposits of excavated material from the site;
- careers.

2— The work sites are made available to the contractor free of charge before any work begins. The contractor obtains at his expense and risk the land he may need for the installation of his worksites in so far as the work sites that the client has made available to him are not sufficient.

3- Unless otherwise stipulated in the special specifications, when the work is carried out directly or near underground or buried structures such as pipes and cables depending on the contracting authority or another administration, it is the responsibility of the contracting authority work to collect all information on the nature and position of these works and to provide them to the contractor, before any start of the work, with a view to their materialization on the ground by special picketing. The contractor must, notify the administration responsible for the underground or buried structures concerned ten (10) days before any excavation begins.

4- The contractor shall receive free of charge from the project owner, during the execution of the works and according to the timetable for the delivery of documents provided in the special requirements book, a certified copy and stamped "Good for execution" on each of the plans relating to the provisions imposed by the project and other documents necessary for the execution of the work.

5— If the special requirements book requires the contractor to submit a technical execution report, the contracting authority is required to provide the necessary documents for this purpose.

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6- In the event of non-compliance by the contracting authority with the provisions of paragraphs 1 to 5 of this article, the latter is required to postpone the works by service order for the period during which their execution has been hindered.

7— The contractor is required to give receipt for all drawings and documents notified to him.

8 - The contractor is required to install at the entrance to the site a sign indicating the client, the names, quality and address of all those involved in the design, execution and control of the work as well as information concerning the contract, in particular to the deadline, the amount, the security measures and other necessary indications.

ARTICLE 40

Commencement of the execution of the works

The beginning of the works intervenes on order of service of the building owner which must be given within a maximum deadline of thirty (30) days which follows the date of the notification of the approval of the market, except application of the stipulations of § 3 and 4 of article 13 of this book and after constitution of the final guarantee when it is required.

The contractor must start the work on the date fixed by the service order of the contracting authority which cannot, except in an emergency, be less than ten (10) days from the date of notification of the service order prescribing the start of work.

The service order notifying the approval of the contract may also prescribe the start of the execution of the works in compliance with the aforementioned ten (10) day deadline.

When the service order to start, work is not notified to the contractor within the period provided in the second paragraph of this article, the contractor is entitled to the termination of the contract if he so requests, under penalty of foreclosure within thirty (30) days following the expiry of the period for notification of the service order to begin work

ARTICLE 41

Documents to be prepared by the contractor

The schedule of special requirements defines, where applicable, the deadlines within which the contractor must, from the date of notification of the approval of the contract or the start of the work, submit for the approval of the contracting authority, on the one hand the schedule for the execution of the works and the general measures that he intends to take for this purpose, on the other hand, the drawings or any other document for which he is responsible for drawing up, such as a technical

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execution report, accompanied by all useful justifications. He also submits a model of a site book to her.

Unless otherwise stipulated in the special specifications, the client has a period of fifteen (15) days to give this approval or make comments on the documents provided. After this period, the client's silence constitutes approval of the said documents.

Under the same conditions, the Contracting Authority may also make the commencement of certain types of work subject to the presentation or approval of all or part of these documents without, however, the execution deadline being modified..

ARTICLE 42

Origin, quality and implementation materials and products

1- In accordance with the provisions of article 5 of the aforementioned decree no. 2-12-349, the materials and products must comply with technical specifications or with approved Moroccan standards, or failing that, with international standards.

2- In each species, category or choice, the materials and products must be of good quality, worked and implemented in accordance with the rules of the art and the specifications of the special requirements book. They can only be used after having been checked and provisionally accepted by the contracting authority or the person(s) designated by him for this purpose.

3- Not with standing this acceptance and until the final acceptance of the work, they may, in the event of poor quality or faulty workmanship, be refused by the client and they are then replaced by the contractor and on his expense.

4— The contractor must, at any request, prove the origin of the materials and products by all supporting documents including, in particular, invoices, delivery notes and certificates of origin.

ARTICLE 43

Dimensions and layouts of structures

The contractor cannot, on its own, make any change to the technical stipulations provided in the contract.

On the request of the contracting authority by service order and within the period set by this order, it is required to rebuild the structures which do not comply with the contractual stipulations.

However, if the contracting authority recognizes that the technical changes made by the contractor are not contrary to the rules of the art, he can accept them and the following provisions are then applied for the payment of the services:

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- if the dimensions or characteristics of the works are greater than those provided in the contract, the measurements remain based on the dimensions and characteristics prescribed by the contract and the contractor is not entitled to any price increase;
- if they are lower, the measurements are based on the noted dimensions of the works and in the absence of prices provided in the market, the latter are subject to a new determination by amendment.

ARTICLE 44

Removal of equipment and materials unemployed

1- As the work progresses, the contractor must carry out, at his own expense, the clearing, cleaning and restoration of the sites made available to him by the client for the execution of the works. The contractor complies for this clearing, this cleaning and this restoration with the staggering and the stipulations of the special requirements book.

2- In the absence of execution of all or part of these operations under the conditions prescribed by the special requirements, the project owner gives formal notice to the contractor to carry out these operations. If the contractor does not carry them out within a maximum period of thirty (30) days from the date of receipt of the formal notice, a daily penalty is applied, the amount of which is fixed by the special requirements book, without prejudice to the application of the coercive measures provided in article 79 of this specification.

The special specifications may provide for a period shorter than the thirty (30) day period provided above.

ARTICLE 45

Construction defects

When the contracting authority presumes that there is a construction defect in a structure, until the expiry of the warranty period, prescribe by reasoned service order the measures likely to make it possible to detect this defect. These measures may include, where appropriate, the partial or total demolition of the presumed faulty structure.

The client can also carry out these measures himself or have them carried out by a third party, but these measures must only be carried out after having summoned the contractor. However, if the latter does not comply with the summons sent to him, the said measures may be executed even in his absence.

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If a construction defect is noted, the expenses corresponding to the restoration of the entire structure or its compliance with the rules of the trade and the stipulations of the market, as well as the expenses resulting from any operations that have allowed to bring to light the defect, are the responsibility of the contractor.

If no construction defect is found, the contractor is reimbursed for the expenses defined in the previous paragraph if he has incurred them, without claiming any compensation.

ARTICLE 46

Consequences of execution — Losses — Damages

1- Subject to the provisions of paragraph 6 of article 39 of this specification, the contractor may not avail himself, either to evade the obligations of his contract or to raise any claim, of the constraints which may be caused by:

- a) the normal operation of the public domain and public services and in particular by the presence and maintenance of pipes, conduits, cables of any kind as well as by the sites necessary for the movement or transformation of these installations;
- b) the simultaneous execution of other work expressly designated in the special specifications and in compliance with the work execution schedule.

2- The contractor shall not be granted any compensation for loss, damage or damage caused by his negligence, his lack of foresight, his lack of means or his incorrect maneuvers.

3— The contractor must take, at his own expense and risk, the necessary measures to ensure that the supplies, equipment and site installations as well as the works under construction cannot be removed or damaged by storms, floods, swells and other natural phenomena which are normally foreseeable in the circumstances in which the work is carried out.

ARTICLE 47

Force majeure

In the event of the occurrence of an event of force majeure, the contractor is entitled to a reasonable increase in the execution times which must be the subject of an amendment. No compensation can be granted to the contractor for total or partial loss of his equipment, the insurance costs of this equipment being deemed to be included in the market price.

The special requirements specification defines, as necessary, the threshold for bad weather and other natural phenomena which are deemed to constitute a force majeure event under the contract.

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The contractor who invokes the case of force majeure must immediately after the appearance of such a case, and within a maximum period of seven (7) days, send the contracting authority a notification by registered letter establishing the constituent elements of force majeure and its probable consequences on performance of the contract.

In all cases, the contractor must take all useful measures to ensure, as soon as possible, the normal resumption of the performance of the obligations affected by the case of force majeure.

If, following a case of force majeure, the contractor can no longer perform the services as provided in the contract for a period of thirty (30) days, he must examine as soon as possible with the contracting authority the contractual implications of said events on the performance of the contract, deadlines and the respective obligations of each of the parties.

When a situation of force majeure persists for a period of at least sixty (60) days, the contract may be terminated at the initiative of the contracting authority or at the request of the contractor.

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CHAPTER V
INTERRUPTION OF WORK

ARTICLE 48

Postponements of the execution of work

1 — The postponement of the execution of the works is a total or partial suspension of the execution of the works decided by the client for a determined period.

The adjournment of the execution of the work is prescribed by reasoned service orders for stopping and resuming the execution. The order prescribing the adjournment must set the date of termination and, where applicable, the duration of the adjournment. However, the resumption of execution must be prescribed by service order fixing the exact date for the resumption. These service orders are recorded in the market register and in the site book.

The duration of the total adjournment of the work is not taken into account for the calculation of the contractual performance period.

2 — The contracting authority may prescribe the adjournment of the execution of all the work or only of a part, either before or after the start of the execution of the work.

3 — If the adjournment occurs after the start of the work, it may be proceeded, if necessary, to the observation of the work and parts of the work executed and the materials supplied, as well as the descriptive inventory of the materials and site installations of the contractor. A statement to this effect is drawn up, signed jointly by the agent in charge of monitoring the performance of the contract and the project manager, if applicable, and the contractor.

4 — The contractor may require immediate provisional acceptance of the executed works if they can be used by the client.

5 — Throughout the duration of the adjournment, the contractor retains custody of the site.

6 — The contractor is entitled to be compensated for the costs imposed on him by the care of the site and the damage he may have suffered as a result of this adjournment if he so requests from the contracting authority by presenting, to the support of his request, the documents justifying this damage and the costs generated by the guard of the site.

7- When the duration of the cumulative postponement or successive postponements is less than or equal to twelve (12) months, the contractor must submit his claim for compensation to the contracting authority, in writing, under pain of foreclosure within the forty (40) days maximum following the date

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of notification of the service order inviting the contractor to take note of the final statement as provided in § 3 of article 68 of this specification.

8 — When the duration of the cumulative postponement or successive postponements exceeds twelve (12) months, the contractor may submit the claim for compensation as many times as he deems necessary, and this, at any time between the date expiry of twelve (12) months of adjournment(s) and at the end of the period of forty (40) days from the date of receipt of the service order inviting the contractor to take cognizance of the final statement as provided in § 3 of article 68 of this specification.

9- When the duration of the adjournment or cumulative adjournments exceeds twelve (12) months, the contractor has the right to obtain the termination of the contract if he requests it in writing, under penalty of foreclosure, within a period forty (40) days from:

- the date of notification of the service order prescribing the postponement of work for any period of more than twelve (12) months;
- the day after the adjournment reaches a period of twelve (12) months if the service order only provides for the date of work stoppage.

10 — The contracting authority prescribes the partial postponement when, for a reason that is not due to the contractor, the general schedule of the works is disrupted, in particular in the event of:

- failure to submit to the contractor, within the time allowed, the plans or technical or administrative documents necessary for the execution of the part of the work concerned;
- constraints preventing the performance of the part concerned.

The partial adjournment of the execution of the work gives rise to an additional period of execution at the request of the contractor justified by a technical memorandum. The additional time is subject to an amendment.

ARTICLE 49

Cessation of work

1- Cessation is a definitive stoppage of the execution of the works, it is decided by service order of the contracting authority either before or after the start of the execution of the works.

2- When the contracting authority prescribes the cessation of work, the contract is immediately terminated; the contractor is entitled to compensation, at his request, if he has suffered damage duly established as a result. The contractor's request is admissible only if it is presented in writing, within forty (40) days from the date of notification of the service order prescribing the cessation of work.

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3- If the works have received a start of execution, the provisional acceptance of the works or parts of works carried out is immediately carried out, then their final acceptance after the expiry of the guarantee period.

The service order prescribing the cessation of work must be recorded in the market register.

ARTICLE 50

Death of the contractor

1- When the contract is entrusted to a natural person, it is terminated automatically and without compensation if the latter dies.

However, the contracting authority examines the proposal of the heirs or beneficiaries if they have informed him of their intention to continue the contract.

The decision of the competent authority is notified to the interested parties within thirty (30) days of receipt of this proposal.

2- When the contract is entrusted to several natural persons and one or more of them die, a contradictory statement of the progress of the work is drawn up and the competent authority decides if necessary, to terminate without compensation or to continue the market according to the commitment of the survivors and possibly the heirs or assignees.

3- In the cases provided in paragraphs 1 and 2 of this articles, the persons who offer to continue the performance of the contract shall inform the contracting authority thereof by registered letter with acknowledgment of receipt, within fifteen (15) days following the day of death.

In the case of several persons who offer to continue to perform the contract, the commitment they subscribe to within the framework of a grouping, as defined in articles 4 and 157 of the aforementioned decree no.2-12-349, must be signed by each of the members of the grouping.

The continuation of the contract which must be preceded by the conclusion of an amendment subject in particular to the obligation of the constitution of the guarantee or the commitment of the personal and joint surety provided for respectively by articles 15 and 17 of this specification.

4- If the termination is pronounced pursuant to paragraphs 1 and 2 of this articles, it takes effect from the date of the death of the entrepreneur.

ARTICLE 51

Civil or exercise incapacity and physical incapacity or mental of the entrepreneur

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1- If the contractor is struck with a civil incapacity or a ban on exercising the profession, he must stop the execution of the work and immediately inform the client. In this case, the termination of the contract is pronounced automatically by the competent authority and does not give rise to any compensation.

The termination takes effect from the date of the civil incapacity or the prohibition to exercise the profession.

2- In the event of manifest and lasting physical or mental incapacity of the contractor, preventing him from assuming his contractual commitments, the competent authority may terminate the contract without the contractor being entitled to claim compensation.

The termination takes effect from the date of the declaration of said incapacity.

ARTICLE 52

Liquidation or receivership

1 - In the event of judicial liquidation of the assets of the contractor, the contract is automatically terminated without compensation, unless the competent authority accepts, in the event that the trustee has been authorized by the competent judicial authority to continue the operation of the company, the offers that may be made by the said trustee under the conditions provided for by the Commercial Code for the continuation of the market without it being necessary to conclude an amendment.

2- In the event of receivership, the contract is also automatically terminated without compensation, if the contractor is not authorized by the competent judicial authority to continue operating his business.

3- In any case, the precautionary and security measures whose urgency appears, pending a final decision of the court, are taken automatically by the project owner and charged to the contractor.

4— Termination takes effect from the date of liquidation or receivership.

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CHAPTER VI

PRICES AND SETTLEMENT OF ACCOUNTS

ARTICLE 53

Market price

1— The contract prices include all expenses resulting from the execution of the work including all duties, taxes, levies, overheads, incidental expenses and provide the contractor with a margin for profit and risk.

2— These prices also include related expenses and margins:

- the construction and maintenance of the means of access and the service roads necessary for the common parts of the site;
- the establishment, operation and maintenance of fences, safety devices and hygiene installations concerning the common parts of the site;
- security, lighting and cleaning of the common parts of the site as well as their exterior signage;
- the installation and maintenance of the office made available to the contracting authority if the special specifications provide for it.

3- In the case of a contract signed with a group, the related prices are deemed to include, in addition to the prices provided for in paragraphs 1 and 2 of this article, the expenses and margins of each member of the group, possibly including the charges that it may be called upon to reimburse the agent as well as the expenses relating to:

- specific measures to remedy any shortcomings of other members of the grouping and the consequences of these shortcomings;
- and any other subjection induced by the fact of the grouping.

ARTICLE 54

Market price review

1— The special requirements specification specifies that the contract is awarded at revisable prices in accordance with the provisions of article 12 of the aforementioned decree no. 2-12-349 and provides for the price revision formula(s).

The due date for the price revision is:

- the deadline for submission of tenders in the event of a call for competition;
- the date of signature of the contract by the contractor in the case of the negotiated procedure.

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2- If during the contractual period of the contract, the prices of the works undergo, following the application of the price revision formula(s) defined in the special specifications, a variation such that the total amount of the works remaining to be carried out is, at a given time, increased or decreased by more than fifty percent (50%) compared to the amount of these same works established on the basis of the initial market prices, the competent authority may terminate the contract automatically .

3— For its part, the contractor may request in writing the termination of the contract, except in the case where the unrevised amount of the work remaining to be performed does not exceed ten percent (10%) of the initial amount of the contract.

4- In any case, the contractor must continue the execution of the work until the decision of the competent authority which must be notified to him within a maximum period of sixty (60) days from the date of receipt of the termination request.

ARTICLE 55

Additional works or works

1-. On means by "additional work or works" work or works which do not appear in the initial contract that the contracting authority prescribes to the contractor by immediately executable service order, when without changing the subject of the contract:

- these work or works, unforeseen at the time of its award, are considered as ancillary to the said contract;
- there is an interest from the point of view of the execution time or the smooth running of the execution of the contract in not introducing a new contractor;
- the execution of these works or additional works involves equipment already occupied or used on site by the contractor.
- the amount of the said works or additional works does not exceed ten percent (10%) of the amount of the initial contract to which they relate.

2 - These works or additional works are noted by amendment which fixes their nature, their prices and, if necessary, the deadline for their execution.

3- The prices of the works or additional works can be either unit prices or global prices or mixed prices, they are fixed:

a) either on the basis of the initial market prices, in this case, the reference values of the indexes to be taken into consideration for the revision of the prices of these works or additional works are the reference values for the month of:

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- the deadline for submission of tenders for the award of the initial contract;
 - the date of signature of the contract by the contractor when the latter is negotiated.
- b) or on the basis of the prices negotiated with the contractor by reference to the current prices at the time of the conclusion of the addendum, when these are prices not provided for in the contract. The values of the index references to be taken into consideration for the revision of the prices of these works or additional works are those of the month of the date of signature of the amendment by the contractor;
- c) Or on the basis of prices including both initial market prices and new negotiated prices. In this case, the corresponding price revision is done proportionally according to the nature of the prices as stipulated in subparagraphs a) and b) of this paragraph.

4- In the absence of agreement between the project owner and the contractor on the fixing of the prices provided in paragraph b) of §3 of this article, the prescriptions of article 81 of this specification apply.. However, the services concerned are provisionally settled on the basis of the prices fixed by the contracting authority.

ARTICLE 56

Change in the source of materials

1- The contracting authority may, during the performance of the contract, prescribe to the contractor the modification of the origin of the materials if the place of origin has been fixed by the special specifications, in particular in the following cases:

- it turns out that the materials concerned do not comply with the rules of the art;
- quarries are closed or exhausted;
- the quantities to be extracted prove to be insufficient in relation to market needs.

2- The change in the origin of the materials is the subject of an amendment which highlights the new place of origin as well as the capital loss or capital gain resulting from this change.

3- In the absence of agreement between the project owner and the contractor on the determination of the capital gain or the capital loss, the prescriptions of article 81 of this specification apply.

ARTICLE 57

Increase in the mass of works

1— For the purposes of this document, the following terms mean:

— the initial amount of work: the contractual amount of the work as provided in the initial contract.

— the amount of work: the amount of work carried out and valued at a given time based on the initial market prices. The amount of work does not take into account the additional work referred to Article 55 of this specification, the amount resulting from the revision of the prices and the indemnities granted to the contractor as well as the amount of default interest for late payment or penalties incurred.

2— The contractor is required to perform all the services provided in the contract. He is also required to notify the client, at least twenty (20) days in advance, of the probable date on which the mass of works will reach the initial mass.

3— When the mass of works reaches the initial mass, the contractor must stop the works if he has not received a service order notifying him of the client's decision to continue them.

The decision to continue the work must specify the limit amount up to which the work may be continued. This decision must be made within twenty (20) days from the date of receipt of the letter from the contractor provided in paragraph 2 of this article, a copy of the said decision is notified to the contractor by service order and must be entered in the market register.

When the contracting authority is unable to notify the said decision within the aforementioned period, he must either prescribe to the contractor an order to stop the execution of the works as soon as the initial mass of the works has been reached or proceed with acceptance of the work carried out.

The cumulative increases in the mass of the works must in no case exceed ten percent (10%) of the initial mass of the contract.

With regard to the renewable contracts provided for in article 7 of the aforementioned decree no. 2-12-349, the limit of ten percent (10%) provided for above is assessed for the total duration of the contract.

4— An additional period may be provided, by amendment, to take into account the work corresponding to the increase in the amount of work provided for by the decision of the client.

ARTICLE 58

Decrease in the mass of work

1- If the reduction in the mass of the works is greater than twenty-five percent (25%) of the initial mass, the contractor is entitled to be compensated in the end for the damage, duly noted, that he has suffered because of this reduction beyond the reduction limit of twenty-five percent (25%).

2- If the triggering event having led to a reduction in the initial mass of the works of more than twenty-five percent (25%) is known before the start of the works, the contract may be terminated at the request of the contractor. In the event that the contractor does not request the termination of the contract, he must, if required by the contracting authority, sign an addendum fixing the new amount of the contract and possibly modifying the execution period.

With regard to the renewable contracts provided in article 7 paragraph 4 of the aforementioned decree no. 2-12-349, the limit of twenty-five percent (25%) provided for above is assessed for the total duration of the contract.

ARTICLE 59

Change in quantities estimated detail

In the event of modification of the quantities relating to one or more-unit prices of the estimated retail, due to technical constraints, over-estimate or under-estimate of the said quantities, the contractor must continue the execution of the work. However, the contractor is required to notify the client in writing when the following two conditions are met:

- a) the variation of this quantity exceeds, more or less, fifty percent (50%) of that initially provided in the detailed estimate;
- b) the amount corresponding to the new quantity of work actually performed, because of this variation, represents more than ten percent (10%) of the initial amount of the contract.

In the event of a variation in the additional quantities, the project owner notifies the contractor of a service order to continue the execution of the work beyond the quantities mentioned above.

The contractor is entitled to compensation, the amount of which is fixed by decision of the competent authority, if he ultimately requests it, for the damage, duly established and justified, caused to him by these variations if the said variations exceed fifty percent (50%) the initial quantities and represent more than ten percent (10%) of the initial contract amount.

This compensation must in no case exceed fifteen percent (15%) of the unit price concerned in relation to the quantity executed beyond fifty percent (50%).

The stipulations of this article apply taking into account increases in the amount of work.

ARTICLE 60

Basis of settlement of works

The accounts are established as indicated below:

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A— Market at unit prices

The statement is drawn up by applying to the quantities of works actually executed and regularly recorded, the unit prices of the estimated retail price schedule, taking into account, if necessary, the amount resulting from the price revision.

B— Market at global price

1— The breakdown of the total amount is used to establish the provisional statements and to calculate, if necessary, price revisions.

2- The total price is due when all the services covered by the contract have been executed.

Each fixed price appearing in the breakdown of the total amount is due as soon as the service to which it relates has been performed.

However, the special specifications may provide additional stipulations for the mode of payment of each of these fixed prices appearing in this breakdown.

Any discrepancies observed between the quantities actually executed and the quantities indicated in the breakdown of this overall price, even in the case where this has contractual value, cannot lead to any modification of the said overall price; the same is true for the errors that this decomposition could contain.

In the event of termination of the contract, the breakdown of the total amount serves as the basis for the settlement of the amount of the services performed.

C— Contract with conditional tranches

In the case of contracts with conditional tranches, the settlement of accounts is carried out in accordance with the provisions of article 8 of the aforementioned decree no. 2-12-349.

D— Common provisions

Under no circumstances may the contractor invoke in his favor the habits and customs for counting, measuring and weighing.

ARTICLE 61

Attachments

1— The attachment is the record of the work carried out by the contractor. It is a document that records the execution of the work. It is used as a basis for establishing accounts.

The attachments include, if applicable, for each work and part of the work, the item numbers of the estimated retail price schedule. They are broken down into three parts: completed work, unfinished

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work and supplies. They briefly mention as a summary the completed work of the previous attachments.

When the works will subsequently be hidden or inaccessible and the quantities executed relating thereto will no longer be subject to verification, the contractor must ensure the statement of them contradictorily with the agent responsible for monitoring the execution of the contract and the project manager. if applicable.

2- The attachments are established by the contractor as the work progresses and at least at the end of each month at the latest, based on observations made on the site, qualitative and quantitative elements relating to the work carried out and supplies made.

The attachments are delivered against acknowledgment of receipt, to the contracting authority, who has them checked and signed by the agent responsible for monitoring the execution of the contract and by the project manager if necessary, and makes any corrections thereto. it deems necessary. The contractor must then, within fifteen (15) days return the rectified attachments bearing his acceptance or formulate his observations in writing. After this period, these rectified attachments are deemed to be accepted by the contractor.

If the contractor does not accept the rectifications or accepts them with reservations, a deficiency report is drawn up by the agent responsible for monitoring the performance of the contract. This report, which relates the circumstances of the refusal or the reservations noted by the contractor, is appended to the attachments. The corresponding provisional statement is then drawn up on the basis of the attachments as validated by the contracting authority.

However, for the disputed part of the attachments, the contractor may apply article 81 of this specification.

3- The contracting authority must make known its agreement in writing to the contractor within a maximum of thirty (30) days from the date of delivery of the attachments or present, if necessary, against acknowledgment of receipt, attachments rectified. The corrections requested by the client must be sent in a single shipment.

After this period, these attachments are deemed to have been accepted by the client and the acknowledgment of the service provided takes effect from the day after the expiry of the aforementioned thirty (30) day period.

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4- The date of signature of the attachments by the agent in charge of monitoring the performance of the contract and by the project manager, if applicable, is the date of recognition of the service provided, subject to the stipulations of paragraph 3 of this article.

5— A copy of the duly signed attachments is sent to the contractor by the client.

ARTICLE 62

Provisional accounts

1 - The agent in charge of monitoring the execution of the contract draws up whenever necessary and at least once a month, from the attachments, a provisional statement, which he submits to the verification of the master of work, if applicable, and the signature of the contracting authority indicating the date of acceptance of the attachments as provided in article 61 above and serving as the basis for the payment of installments to the contractor.

2— A copy of this statement is sent to the contractor within a period not exceeding ten (10) days from the date of its signature by the contracting authority.

3— Pending approval of the final statement, the last provisional statement drawn up on the basis of the attachments and the elements accepted by the client and the contractor must be paid to him.

4— In case of omission or errors on the elements constituting the last provisional statement, a corrective provisional statement is drawn up to take into account the aforementioned omissions or errors.

ARTICLE 63

Advances

An advance is granted to the contractor in accordance with the provisions of decree no. 2-14-272 of 14 rejev 1435 (May 14, 2014) relating to advances in public procurement.

ARTICLE 64

Installments — holdback

1- The payment of installments is made at the same rate as that fixed for the establishment of the provisional statements except withholding of one tenth (1/10) as a guarantee. However, the payment of the installments may be made without withholding of guarantee if the special requirements specification expressly provides for this.

2- In the absence of a particular stipulation in the special requirements, the retention money ceases to increase when it reaches seven percent (7%) of the initial amount of the contract increased, where applicable, by the amounts of the riders.

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3— If the holdback is replaced by a personal and joint surety, this may be constituted either in successive installments of an equal amount to the value of the holdback for each statement, or in full.

4- When the special requirements schedule provides for the presentation of a schedule of supply prices, installments are issued on the prices of materials supplied to the worksites up to four-fifths (4/5) of their value.

Supplies can only be accounted if they have been acquired in full ownership and actually paid by the contractor. The amounts of the supplies are paid as the work progresses according to the related needs and according to the execution schedule provided for in article 41 of this specification.

In any case, supplies:

- must be an integral part of the work to be performed;
- must have a price lower than the corresponding amount after their implementation;
- must not exceed the quantities necessary for the completion of the works provided for in the initial contract, Modified or possibly supplemented by the amendments made and or by the increases in the mass of the work.

The amount corresponding to the supplies is obtained by applying to the quantities to be taken into account, the prices relating to the materials or products to be used in the works which appear in the price schedule of the supplies inserted in the contract.

5- Unless otherwise stipulated in the special requirements, the supplies giving rise to the payment of installments remain the property of the contractor, but the latter may not remove them from the site without having first obtained the authorization of the contracting authority and refunded the installments collected on their subject.

ARTICLE 65

Penalties and deductions in case of delay in the execution of the work

A--Penalties:

1— In the event of delay in the execution of the works, a penalty per calendar day of delay is applied against the contractor if the delay affects the overall time of the contract.

Unless otherwise stipulated in the special specifications, the amount of this penalty is set at one per thousand (1/1000) of the amount of the contract.

2 - The said amount is that of the initial contract, possibly increased by the amounts corresponding to the additional works and the increase in the mass of works.

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3- In the event of delay in the execution of the work of a section or part of the work for which a partial execution period or a deadline has been set, the special requirements book sets the amount of the penalties daily for each section or part of the work considered if the delay affects a partial execution time.

4 - Penalties are incurred by the mere fact of the observation of the delay by the client who, without prejudice to any other method of recovery, automatically deducts the amount of these penalties from all sums for which the contractor is liable. The application of these penalties in no way releases the contractor from all the other obligations and responsibilities that he has subscribed to under the contract.

5— In the case of termination following default by the contractor, the penalties are applied until the day the termination decision is signed by the competent authority. In the case of automatic termination, penalties are applied until the day of the effective date of termination.

6— Weekly rest days as well as public holidays or non-working days are not deducted for the calculation of the amounts of the penalties.

7— The amount of the penalties is capped at eight percent (8%) of the initial amount of the contract possibly increased by the amounts corresponding to the additional work and the increase in the mass of work.

8— When the penalty ceiling is reached, the competent authority is entitled to terminate the contract under the conditions provided for in article 79 of this specification.

B— Deductions:

For contracts involving partial execution deadlines, relating to sections or parts of the work, accompanied by penalties for delay in execution, a provisional deduction is applied as a penalty, set at one per thousand (1 / 1000) of the contract amount for each day of delay.

This deduction can be returned to the contractor if, on the one hand, the special requirements book so provides and, on the other hand, if the contractor has complied with the overall contract performance deadline. Otherwise, this deduction is transformed into a penalty in addition to that provided for in paragraph A of this article.

ARTICLE 66

Special penalties

The special requirements book may provide for specific penalties in the event of the contractor's delay in submitting certain documents or reports or for failure to fulfill certain of his obligations.

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All the amounts of these penalties are capped at two percent (2%) of the initial amount of the contract possibly supplemented by the amounts corresponding to the additional work and the increase in the mass of work.

They are levied under the same conditions as those provided for penalties for delay in the execution of the work.

ARTICLE 67

Delay in payment of sums due

The delay in the payment of the sums due entitles the contractor to interest on areas, to the postponement of the work and to the termination of the contract under the conditions below.

A— Right to default interest

In the event of delay in the payment of sums due to the contractor, default interest shall be paid to him in accordance with the regulations in force.

B — Right to adjournment of work

When the delay in the payment of sums due under the contract exceeds four (4) months from the date of signature of the attachments by the agent responsible for monitoring the execution of the contract or by the project manager where applicable, the contractor is entitled, in addition to default interest, to postponement if he so requests.

In this case, the contracting authority notifies the contractor of the service order prescribing the postponement of the execution of the work requested. Late payment of the deposit gives rise to the establishment of a service order to resume the execution of the work.

C — Right to terminate the contract

When the delay in the payment of sums due under the contract exceeds eight (08) months, the contractor may, in addition to the right to default interest, ask the contracting authority to proceed with the termination of the contract. In this case, the competent authority shall immediately terminate the contract without granting the contractor any other compensation.

ARTICLE 68

Final statement— Final partial statements —

Final general statement

1— The final statement is a contractual document establishing the total amount resulting from the performance of the contract. It summarizes in detail all the elements taken into account for the final settlement of the contract, namely the nature and quantities of works executed for which the bill of

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quantities has been definitively adopted and the prices applied to them as well as, where applicable, the other elements taken into account for the final settlement of the contract such as the amounts resulting from the price revision, the indemnities granted, the penalties incurred, the interest on arrears, the reductions, and any other deduction. It is established when the contract has been the subject of a single provisional acceptance of the works.

The final partial statement is a final statement which concerns the works of a part of the structure partially accepted. It is established when the client uses the right to take possession of certain parts of the works before the complete completion of the work, this taking possession is preceded by partial provisional acceptance.

The final general statement is a summary of the final partial statements.

2- The final statement, the final partial statements as well as the final general statement are drawn up by the agent in charge of monitoring the performance of the contract and signed by the contracting authority. They must include the signature of the architect or specialist engineer when recourse to the latter is required.

3—The contractor is invited by the client, by a service order, to come to his offices to take note, as the case may be, of the final statement, the final partial statements or the final general statement, and to sign these for acceptance. This service order is notified to him within a maximum period of one (1) month from the date of provisional acceptance or partial provisional acceptance or the last partial provisional acceptance.

4- The acceptance of the said accounts by the contractor and their approval by the competent authority bind the project owner and the contractor definitively for all the elements taken into account for the final settlement of the contract.

5- If the contractor does not comply with the service order provided for in paragraph 3 of this article or refuses to sign the said statements, the contracting authority draws up a report relating the conditions of presentation of these statements and the circumstances having accompanied this presentation and, in this case, no complaint is admissible.

6 - If the contractor signs the said accounts with reservations, he must, in writing, send the contracting authority a memorandum of complaint setting out in detail the reasons for his reservations and specifying the corresponding amount, within thirty (30) days from the date of signature of the final statement with reservations. Article 81 of this book is then applied.

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After this period, the statement is deemed to be accepted by the contractor and a report is drawn up by the contracting authority to this effect.

7- If the validity of the contractor's reservations is proven by the project owner or by the competent authority as provided for in article 81 below, a final corrective statement is drawn up on the basis of the accepted amounts.

8- A copy of the said statements is communicated to the contractor within a period not exceeding ten (10) days from the date of its signature by the contracting authority.

ARTICLE 69

Contract Termination

The termination is an anticipated end of the contract before the total completion of the work. It is taken by a duly substantiated decision of the competent authority, a copy of which is notified to the contractor. The termination decision is recorded in the market register.

The contract may be terminated either with the right to compensation or without compensation in the following cases:

A— Case of termination giving rise to a right to compensation

The contractor is entitled to compensation if he requests it in writing, with supporting documents, following termination of the contract decided by the competent authority in the following cases:

- when the service order prescribing the start of the work has not been notified to the contractor within the time limits provided in article 40 of these specifications;
- in the case of adjournment under the conditions provided in article 48 of this book;
- in the event of termination of the work provided in article 49 of this specification.

B — Case of termination not giving rise to the right to compensation

The contractor is not entitled to any compensation in the following cases:

- in the event of force majeure making it impossible to carry out the work pursuant to article 47 of this specification;
- in the event of the death of the entrepreneur pursuant to article 50 of this specification;
- in the event of civil incapacity or ban on practicing the profession or physical or mental incapacity of the entrepreneur pursuant to article 51 of this specification;
- in the event of judicial reorganization or judicial liquidation of the contractor's assets pursuant to article 52 of this specification;

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- in the event of a revision of the prices of the work remaining to be carried out exceeding by more or less than fifty percent (50%) in relation to the amount of this same work established on the basis of the initial market prices pursuant to Article 54 of this booklet;
- in the event of a decrease in the amount of work by more than twenty-five percent (25%) pursuant to Article 58 above;
- in the event of delay in the execution under the conditions provided in article 65 of this specification;
- in the event of delay in the payment of the sums of more than eight (08) months in application of article 67 of this specification;
- in the event of application of the coercive measures provided for in article 79 of this specification.

ARTICLE 70

Recognition of works executed and recovery equipment and materials in the event of termination of the market

A— Recognition of works executed in the event of termination

1- In the event of termination of the contract, the client shall summon the contractor or assigns him a period not exceeding fifteen (15) days from the date of notification of the termination decision to proceed with the observation of the works carried out, the inventory of the materials supplied, as well as the descriptive inventory of the equipment and the site installations of the contractor, in the presence of the project manager if necessary. A report of these operations is drawn up. This report includes the opinion of the project manager on the conformity of the work or parts of work executed in relation to the stipulations of the contract.

The client sets out to the contractor, by service order, the measures that must be taken before closing the site to ensure the conservation and safety of the work or parts of work executed. These measures may include the demolition of certain parts of structures. The contractor has a period of ten (10) days to carry out the said measures.

In any event, the contractor is required to evacuate the sites, stores and locations useful for the execution of the work and to remove its materials and equipment, within a time limit set by the client. After carrying out the aforementioned operations, the person(s) designated by the contracting authority proceed to the provisional acceptance of the executed works.

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2- In the absence of execution by the contractor of the measures provided in paragraph 1 paragraph 2 of this article, within the time limit, the client shall have them executed automatically at the expense of the contractor.

3- If the contractor does not evacuate the sites, warehouses and locations useful for the execution of the work or does not remove his material and equipment there, a penalty of five by ten thousand (5/10000) of the initial amount of the contract, increased, if necessary, by the amount corresponding to the additional work and the increase in the mass of the work, is applicable to it per day of delay until the day of the total evacuation of the aforementioned places.

The amount of this penalty is deducted under the same conditions as those provided for penalties for delay in the execution of the work.

The application of this penalty against the contractor does not preclude the right of the client to have the evacuation carried out at the expense and risk of the contractor. The attachments, as the case may be, are drawn up under the conditions provided in article 61 of this specification.

4- In the event that the contractor does not differ to the convocation provided in paragraph 1 of this article, the aforementioned person(s), designated by the contracting authority, draw up a deficiency report and carry out the operations provided for above at the expense of the contractor.

B—Return of equipment and materials in the event of termination of the contract

I— In the event of termination of the contract, the contracting authority has the option of repurchasing, in whole or in part:

- a) temporary works whose provisions have been approved by the contracting authority;
- b) construction materials, equipment and tools supplied, acquired or made for the needs of the market, to the extent that it needs them for the site;
- c) equipment specially built for the execution of the works covered by the contract and not likely to be reused in a common way on public works sites.

2- The repurchase price of the temporary works and equipment referred to above is equal to the unamortized part of the expenses incurred by the contractor, these expenses being limited, if necessary, to those corresponding to normal execution.

3- Unless otherwise stipulated in the special specifications, the materials supplied fulfilling the conditions set by the special specifications, the equipment and tools acquired or produced for the needs of the market are bought back by the contracting authority at the prices shown in the schedule supplies or, failing that, on the basis of negotiated prices.

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4— The redemptions provided by this article are presented in a memorandum and summarized in a situation to be integrated into the last provisional statement and the final statement. These accounts are drawn up in accordance with the requirements of Articles 62 and 68 of this specification.

ARTICLE 71

Compensation Calculations

When the granting of compensation is decided by the competent authority for the benefit of the contractor, this compensation is determined either on the basis defined in the special specifications or, in the absence of any indication from the latter, fixed amicably. In the absence of an agreement on this subject, the procedure provided in articles 81 to 83 of this book shall be applied.

ARTICLE 72

Expenses borne by the entrepreneur

When it is decided, by virtue of the stipulations of this book, to have services performed at the expense and risk of the contractor, the corresponding expenses are deducted from the sums which may be due to him and are deducted from the statement for the month of their achievement. In the event of their insufficiency, they are deducted from its guarantee and from the holdback and, if necessary, they are recovered by any means of recovery following receipt orders in accordance with the legislation in force.

CHAPTER VII

ACCEPTANCES AND GUARANTEES

ARTICLE 73

Provisional acceptance

1- The works are accepted only after having undergone the checks of conformity of the works with all the obligations of the market in particular with the technical specifications.

Provisional acceptance entails the transfer of ownership and risks to the benefit of the contracting authority and constitutes the starting point of the contractual guarantee obligation in accordance with the stipulations of article 75 of these specifications.

The contractor notifies the owner in writing of the completion of the work.

The contracting authority designates the person(s) to carry out the operations prior to provisional acceptance, specifying the date scheduled for these operations, which must be within a maximum period of ten (10) days from receipt of the contract. opinion mentioned above. He summons the contractor for this purpose.

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2— Operations prior to acceptance are carried out by the person(s) designated by the client in the presence of the contractor. In the event of the latter's absence, this is mentioned in the minutes notified to him.

These operations must be carried out and relate to:

- a) the recognition of the works carried out;
- b) any tests provided for the common prescription's booklet or the special prescriptions booklet;
- c) the possible finding of non-performance of the services provided in the contract;
- d) the possible finding of imperfections or poor workmanship;
- e) the observation of the withdrawal of site installations and the restoration of land and places, unless otherwise stipulated in the special specifications;
- f) the findings relating to the completion of the works and the state of the proper functioning of the works and installations, where applicable;
- g) The delivery to the contracting authority of the plans of the works in accordance with the execution of the works under the conditions specified in the common requirements specification or the special requirements specification.

3— At the end of these preliminary operations, three situations may arise:

- a) the works comply with the requirements of the specifications, in this case, the person or persons designated for this purpose by the client, declare the provisional acceptance of the works which takes effect from the date of the notice of the contractor for the completion of the work. This provisional acceptance gives rise to the establishment of a report, signed by the designated person(s) and by the contractor, a copy of which is given to the latter.
- b) if it appears that certain services provided in the contract contain imperfections or poor workmanship, or require interventions for their completion, the person or persons designated for this purpose draw up a report relating the anomalies observed, which they sign and transmit to the master of work. The latter notifies the contractor by service order of the anomalies observed. To this end, it sets a deadline, depending on the importance of the anomalies detected, to remedy them.

After having remedied the anomalies noted within the set deadline, the contractor notifies, in writing, the contracting authority to proceed with the provisional acceptance of the works. The latter has a period of fifteen (15) days to carry out, by the person(s) designated, the necessary checks noting the removal of the anomalies indicated in the aforementioned report. If the anomalies are removed, the

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designated person(s) declare the provisional acceptance of the works, which takes effect from the date of the last notice from the contractor.

Otherwise, the contracting authority shall apply the coercive measures provided in article 79 of these specifications against the contractor.

c) if it appears that certain services provided in the contract include minor anomalies which do not call into question the functionality of the works, the person(s) designated shall pronounce the provisional acceptance of the works and draw up a report, relating the anomalies observed, that they sign and transmit to the contracting authority who notifies the contractor by service order of the said anomalies. He sets him a deadline not exceeding one month to remedy these anomalies, under penalty of applying the coercive measures provided in article 79 of this book against him.

4 — The period relating to the operations prior to the provisional acceptance provided in paragraph 2 of this article is not taken into account for the calculation of the contractual performance period.

5 — At the end of the provisional acceptance of the works, the contractor may be authorized by the client to keep on the site of the construction site until the end of the guarantee period, all the equipment, supplies, materials, materials and temporary works it needs to fulfill its obligations during the warranty period.

6 — Any taking possession of the works by the contracting authority must be preceded by their acceptance. However, if there is an emergency, possession may take place without receipt, subject to the prior establishment of a contradictory inventory. In this case, the client must as soon as possible pronounce their provisional acceptance under the conditions provided in this article.

ARTICLE 74

Provision of certain works or parts of works

1- The contracting authority may prescribe to the contractor, by service order, to make available to him, and without taking possession of them, certain works or parts of works not yet completed for a determined period, in order in particular to allow the execution or the execution, by other contractors, of works other than those which are the subject of the contract.

The contracting authority prescribes to the contractor, if necessary, by the same service order, the adjournment of the execution of the works for the period corresponding to the duration of the provision to him of the works or parts of works in question.

2—Before these works or parts of works are made available to the client, an inventory of fixtures is drawn up jointly between the client and the contractor.

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The contractor has the right to monitor the works not included in his contract which concern the works or parts of works thus made available to the client. He may make reservations if he considers that the characteristics of the works do not allow this work or that the said work risks damaging them. These reservations must be substantiated in writing and sent to the contracting authority.

When the provision period is over, a new contradictory inventory is drawn up.

3— Subject to the consequences of poor workmanship attributable to it, the contractor is not responsible for the custody of the works or parts of works throughout the period during which they are made available to the client.

ARTICLE 75

Contractual warranties A — Warranty period

1— The warranty period is equal to the period between provisional acceptance and final acceptance of the works. During the warranty period, the contractor is bound by the obligation of perfect completion independently of the obligations that may result from the application of article 78 of these specifications.

The warranty period is twelve (12) months from the date of the report of the provisional acceptance of the works, unless stipulated in the special specifications or extension in application of the prescriptions of paragraph 2 of paragraph A of this article.

Under this obligation of perfect completion, the contractor must be at his own expense:

- a) remedy any imperfections or poor workmanship reported by the client;
- b) carry out, where applicable, the supporting or modifying work deemed necessary by the client and presented by him during the warranty period.

2— The client may send the contractor, at any time during the warranty period, detailed lists of the imperfections or poor workmanship noted, with the exception of those resulting from normal wear and tear, abuse use or damage caused by third parties.

Expenses corresponding to the work prescribed by the contracting authority with the aim of remedying the deficiencies set out in a) and b) of paragraph 1 of this article shall be borne by the contractor only if the cause of these deficiencies is attributable to him.

Imperfections or poor workmanship noted by the client during the last month of the warranty period must be repaired by the contractor within a period set by service order. However, the period set for this purpose must not exceed two months after the expiry of the warranty period.

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3—If the contractor repairs the imperfections and poor workmanship noted in accordance with the clauses of the contract, the person or persons designated by the client, after verification, pronounce the final acceptance of the works.

If at the end of the said guarantee period and subject to the application of paragraph 2 of this article, the contractor has not remedied the imperfections or poor workmanship, the measures provided by the article 79 of this book.

4- The obligation for the contractor to carry out the work of perfect completion at his expense does not extend to the work necessary to remedy the effects of use or normal wear and tear, the cleanliness and routine maintenance of work is the responsibility of the client.

B— Specific guarantees

In addition to the guarantees provided above, the special specifications for certain works or certain categories of work, require the contractor to provide special guarantees extending beyond the guarantee period set out in paragraph A of this article..

The existence of these special guarantees does not have the effect of delaying the application of the provisions of article 78 of this specification, beyond final acceptance.

ARTICLE 76

Final acceptance

1— The final acceptance of the works marks the end of the performance of the contract and releases the contractor from all his commitments towards the client.

2- The contractor requests, in writing, twenty (20) days at the latest before the expiry of the guarantee period provided in article 75 of these specifications, to the contracting authority to proceed with the final acceptance of the works.

The client designates the person(s) to carry out the final acceptance at the latest within ten (10) days following the expiry of the warranty period. He summons the contractor for this purpose.

3- Final acceptance of the works is pronounced if the contractor:

- has fulfilled on the date of final acceptance all its obligations towards the contracting authority;
- has provided proof of payment of the indemnities for which he would be liable pursuant to Law No. 7-81 relating to expropriation for reasons of public utility and temporary occupation promulgated by Dahir No. 1-81-254 of 11 rejev 1402 (6 May 1982) for damage caused to private property by the execution of the works;
- actually, submitted the as-built plans for the executed works.

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4- The final acceptance of the works gives rise to the preparation of a report signed by the person(s) designated by the project owner, by the contractor and, where applicable, by the project manager. A copy of the said report is given to the contractor.

In this case, the amount of the holdback and the final surety bond, if any, are returned to the contractor under the conditions provided in article 19 of these specifications.

If the contractor has not fulfilled the obligations provided in this article on the date of final acceptance of the works, the measures provided in article 79 of these specifications shall be applied.

ARTICLE 77

Partial receptions

If the special requirements specification provides, partial provisional acceptance, accompanied by taking possession, may be pronounced for works or parts of works for which partial completion deadlines have been set. In this case, it is the last partial acceptance which takes the place of provisional acceptance of the contract.

For works or parts of works that have given rise to partial provisional acceptance, the warranty period runs from the effective date of this partial provisional acceptance.

The final partial acceptance of the works or parts of works marks the final acceptance of the contract.

The stipulations of articles 73, 74 and 75 of this specification apply to partial provisional acceptance.

ARTICLE 78

Contractor's liability after final acceptance

After the final acceptance of the works, the contractor is released from his contractual obligations towards the client, with the exception of the specific guarantees mentioned in paragraph B of article 75 of these specifications.

The date of final acceptance of the work or part of the work marks, where applicable, the start of the guarantee period for ten-year liability of the contractor, defined by article 769 of the dahir of 9 Ramadan 1331 (12 August 1913) forming the code of obligations and contracts.

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CHAPTER VIII : COERCIVE MEASURES

ARTICLE 79

Finding of non-execution attributable to the contractor

1- The contractor is deemed to be in default of performance when he does not comply:

- either according to the stipulations of the contract;
- or to service orders ordered by the contracting authority, unless the provisions of paragraph 5 of article 11 of this specification apply.

The contracting authority sends the contractor a letter of formal notice which is notified to him by a service order, specifying exactly the shortcomings noted and the time limit within which he must remedy these shortcomings.

This period, unless the contracting authority deems it urgent, is not less than fifteen (15) days from the date of notification of the formal notice.

After the period provided above, if the contractor has not carried out the provisions prescribed in the formal notice, the competent authority must, at the latest within thirty (30) days following the end of the period set in the formal notice pronounce one of the following measures depending on the seriousness of the breaches:

- a) termination of the contract, which may be: — either outright termination;
- either a termination accompanied by the confiscation of the final guarantee and the amount corresponding to the repair of the imperfections or poor workmanship observed is deducted, on a pro rata basis, from the amount of the retention money and, where applicable, from the sums which may still be due to the contractor without prejudice to the rights to be exercised against him by any other means of recovery;
 - either a termination followed by the signing of a new contract with another contractor or a group of contractors at the risk and expense of the initial contractor for the completion of the work in accordance with the provisions of article 86 of decree no. 2-12-349 cited above.

Termination of the contract may be followed by the temporary or permanent exclusion of the defaulting contractor from participation in public contracts under the conditions provided by article 159 of the aforementioned decree no. 2-12-349.

- b) the establishment of a management at the expense and risk of the contractor; in this case the competent authority temporarily substitutes, for the defaulting contractor, a manager, either the

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contracting authority himself or another contractor, to supervise, at the expense and risk of the first contractor, the completion of the works covered by the contract in using the latter's material and human resources. The supplies and materials necessary for the execution of the management are purchased by the contracting authority and charged to the defaulting contractor. The management can only be partial.

For the duration of the governance, the contractor is authorized to monitor its operations without however being able to hinder the execution of the orders of the contracting authority.

Before commencing the execution by force account, it is proceeded, contradictorily within a time fixed by the contracting authority, to the establishment of the descriptive inventory of the material of the contractor and to the delivery between the hands of this one or part of this material which is not used by the client for the completion of the work.

The contractor may be relieved of the management if he proves the means necessary to resume the execution of the work and bring it to a successful conclusion.

The implementation may be followed by the termination of the contract and by the temporary or definitive exclusion of the defaulting contractor from participation in public contracts under the conditions provided by article 159 of the aforementioned decree no. 2-12-349 .

2 — In the case of a termination followed by the award of a new contract or management, the work immediately proceeds, in the presence of the contractor, to the observation of the works carried out and the materials supplied.

3 — The authorization of the sums due to the contractor is suspended until the completion of the work. Excess expenditures resulting from the award of the new contract or management are deducted from the sums that may be due to the contractor and, failing that, from his security and from the holdback if applicable, without prejudice to the rights to be exercised against him in the event of insufficiency by any other means of recovery.

If the new market or the management involves a reduction in the expenses, the contractor cannot claim any share of this reduction which remains acquired with the building owner.

ARTICLE 80

Case of a contract signed with a group of contractors

1- In the case of a contract signed with a joint or joint group, if the agent does not comply with the obligation's incumbent on him, the contracting authority sends him a letter of formal notice which

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is notified to him by an order of service, specifying exactly the shortcomings identified and the deadline within which he must remedy these shortcomings.

This period, unless the contracting authority deems it urgent, is not less than fifteen (15) days from the date of notification of the formal notice.

If this formal notice has no effect, the contracting authority invites the other members of the consortium to appoint another agent within ten (10) days; the new representative, once appointed, replaces the former in all his rights and obligations. This appointment must be the subject of an addendum to the grouping agreement and an addendum signed by the new representative and approved by the competent authority.

In the absence of this designation, the competent authority applies, against all the members of the grouping, the measures provided in article 79 of this specification.

2- In the event of a joint grouping, if one of the members, other than the representative, is in default, the project owner gives formal notice to the latter under the conditions provided in paragraph 1 of this article to remedy the failure noted by inviting the defaulting member to honor its commitments or, where applicable, either replace the defaulting member in its commitments, or propose to the contracting authority another member or a subcontractor in compliance with the conditions provided in article 158 of the decree no. 2-12-349 cited above.

The substitute for the defaulting member or the subcontractor must meet the conditions required to perform the services concerned.

If this formal notice has no effect, the competent authority applies, against all the members of the grouping, the measures provided for in article 79 of this document.

3- In the event of a joint and several grouping, if one of the members, other than the agent, is in default, the contracting authority gives formal notice to the agent and all the members of the grouping, under the conditions provided for in paragraph 1 of this article, to remedy the failure observed.

If this formal notice has no effect, the competent authority applies, against the members of the grouping, the measures provided for in article 79 of this document.

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CHAPTER IX : DISPUTE RESOLUTION AND LITIGATION

ARTICLE 81

Complaints

1- When a dispute of any kind whatsoever arises during the performance of the contract, the contractor must draw up a complaint describing the dispute, the impact on the performance of the contract and, where applicable, the consequences on the period of execution and on the prices to which he attaches a memorandum of his claims.

The complaint is sent to the contracting authority by registered letter with acknowledgment of receipt. The contracting authority shall make known its response within thirty (30) days from the date of receipt of the contractor's complaint.

2— If the client's response satisfies the contractor, the dispute is settled.

3- If the contracting authority does not respond within the period provided in paragraph 1 of this article or if the contractor is not satisfied with the response given to him, the latter has a period of thirty (30) days from either the date of the project owner's response or, where applicable, the expiry date of the period provided for in paragraph 1 of this article, to send the competent authority, by registered letter with acknowledgment of receipt, a complaint and a memorandum indicating the reasons and, where applicable, the amount of his complaint.

The competent authority has a period of forty-five (45) days from the acknowledgment of receipt of the claim of the contractor, to respond to the latter.

If the competent authority's response satisfies the contractor, the dispute is settled. Otherwise, in the event of silence on the part of the competent authority, the settlement of the dispute then falls under the procedures provided for in articles 82 and 83 of this document.

In this case, the contractor's recourse must be limited solely to the grounds stated in his memorandum of complaint addressed to the competent authority.

ARTICLE 82

Use of mediation or arbitration

Within thirty (30) days from either the date of the response from the competent authority, or the date of expiry of the 45-day period provided in Article 81 of these specifications, the contracting authority and the contractor may, by mutual agreement, resort either to mediation or to arbitration in accordance with the provisions of chapter VIII of title V of the code of civil procedure approved by the

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dahir laying down law no. 1-74 -447 of Ramadan 11, 1394 (September 28, 1974), as repealed and replaced by Law No. 08-05 promulgated by Dahir No. 1-07-169 of Kaada 19, 1428 (November 30, 2007).

ARTICLE 83

Legal recourse

Within sixty (60) days from either the date of receipt of the response from the competent authority, or the date of expiry of the forty (45) day period provided in Article 81 of this notebook, the contractor may bring the dispute before the competent administrative court.

After this period, the contractor is deemed to have accepted the decision of the competent authority and any claim is extinguished.

ARTICLE 84

Settlement of disputes and disputes in the event of a group of contractors

When the contract is signed with a group of joint or several contractors, the agent represents each of the members for the application of the stipulations of articles 81 to 83 of this book until the date of the final acceptance of the works. Beyond this date, each member of the group pursues the disputes which concern him.

