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## A Practical Handbook on the Omani Standard Contract for Building and Civil Engineering Works (2019, Rev. 01): The Seven Pillars of Project Governance

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### ABSTRACT

The management of construction projects is inseparable from contractual procedures that govern meetings, correspondence, time-bound obligations, financial securities, and lifecycle requirements. In Oman, the Unified Standard Contract for Building and Civil Engineering Works (2019-rev 01) serve as the national framework, largely derived from the FIDIC Red Book but adapted to local laws and practices. This paper explores the contractual role of meetings, contractor's requests, official letters, binding timeframes, bonds and guarantees, and lifecycle obligations across the full project cycle - from pre-contract to post-completion. A comparative analysis is provided between the Omani Unified Contract and FIDIC 2017, emphasizing the shared philosophy of Notice-Response-Determination and highlighting local adaptations such as bilingual correspondence and stricter deadlines. The article concludes with seven consolidated summary tables that distill these procedures into a practical reference for engineers, contractors, and clients, thereby reducing disputes and improving project governance.

### INTRODUCTION

Construction projects are among the most resource-intensive and dispute-prone components of national infrastructure. Globally, many disputes arise not from engineering or design flaws but from contractual mismanagement: unclear responsibilities, delayed approvals, and insufficient documentation of meetings and correspondence. Reports by the International Federation of Consulting Engineers (FIDIC) and the Chartered Institute of Arbitrators (CIArb) indicate that missed deadlines for notices, claims, and approvals are recurrent causes of costly disputes, especially in the Middle East (CIArb, 2021; ICC, 2019).

In Oman, the Unified Standard Contract for Building and Civil Engineering Works (2019-rev01) - adapted from the FIDIC Red Book (2017) - provides a structured framework that formalizes communications, prescribes binding timeframes (e.g., 14, 28, 42, 56, and 84 days), and enforces bilingual correspondence (Arabic-English). These mechanisms align closely with the ambitions of Oman Vision 2040, where efficient and transparent delivery of transport infrastructure is central to sustainable development.

However, while the Omani Unified Contract reflects international best practice, its distinctive features - including stricter deadlines, explicit requirements for bonds and guarantees, and lifecycle-based obligations - are not yet consolidated into a practical academic reference. Existing literature often treats FIDIC procedures in isolation or focuses on dispute resolution, leaving a gap in documenting how Oman's localized framework operates

in practice.

This article responds to that gap by offering the first comprehensive synthesis of the Omani Unified Contract across seven procedural pillars: project meetings, contractor's requests, employer's and engineer's letters, binding timeframes, comparative analysis with FIDIC, bonds and guarantees, and lifecycle requirements. By mapping these pillars into structured summary tables, the article aims to transform contractual procedures into a practical handbook for engineers, contractors, and clients involved in projects management, thereby improving governance and reducing disputes.

### Research Gap

Despite the global and regional emphasis on contractual communication, existing literature has not sufficiently consolidated the Omani Unified Contract's procedural requirements - particularly the integration of project meetings, contractor's requests, employer's letters, binding timeframes, bonds and guarantees, and lifecycle obligations - into a structured engineering reference. Most available studies discuss contractual disputes or arbitration cases under FIDIC (Bunni, 2013; Cheung & Yiu, 2006), but few provide a comprehensive mapping of procedures within the Omani framework.

Accordingly, this article pursues seven main objectives:

- To examine the mandatory and implied meetings across the project lifecycle.
- To summarize contractor's requests alongside the precise timeframes for submission and response.
- To document the employer's and engineer's letters,

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clarifying their legal form and enforceability.

- To analyze the binding timeframes regulating rights and obligations.
- To provide a comparative analysis with the FIDIC Red Book (2017).
- To consolidate the requirements for bonds and guarantees, including deadlines and validity.
- To structure all requirements into a lifecycle-based framework, from pre-tender to post-completion.

The comparative analysis with FIDIC highlights both alignment and divergence, reinforcing the need for a localized yet internationally consistent framework. The outcome is a set of consolidated summary tables that transform contractual procedures into a practical handbook for project managers, engineers, and contractors, reducing disputes and strengthening governance in construction projects.

## LITERATURE REVIEW

### Global Perspective: FIDIC and Contractual Communications

The Fédération Internationale des Ingénieurs-Conseils (FIDIC) Red Book serves as the worldwide standard for construction and infrastructure projects. The standardized procedures for notices and claims and responses in FIDIC contracts work to minimize disputes through their implementation of transparent and predictable systems. Research studies demonstrate that contractual communication provisions which include time-sensitive notice requirements and approval deadlines play a vital role in risk distribution effectiveness (Bunni, 2013; Cheung & Yiu, 2006). The International Chamber of Commerce (ICC, 2019) and Chartered Institute of Arbitrators (CIArb, 2021) reports show that non-compliance with scheduled deadlines stands as the primary reason for worldwide construction disputes.

### Meetings and Documentation in Project Management Literature

Project management research shows that meetings serve as essential tools for project coordination and decision-making and performance monitoring. The first meeting of the project sets up both contractual and technical aspects which subsequent progress meetings help maintain alignment between all project stakeholders. Research shows that meeting records function as official documents which document all contractual responsibilities and dispute resolutions and approval processes (Turner, 2009). The current body of research views meetings as management tools instead of established contractual requirements. The research demonstrates the necessity to merge project management techniques with legal and contractual systems.

### Regional Studies (Middle East & GCC)

The Gulf region has adopted FIDIC-based contracts throughout Qatar and the UAE and Saudi Arabia. Research findings show that communication-related

disputes including delayed claims submissions and extended approval periods lead to the most frequent arbitration cases (Jaffar *et al.*, 2011; Tumi *et al.*, 2009). The Dubai International Arbitration Centre (DIAC) and Qatar International Centre for Conciliation and Arbitration (QICCA) report cases that stem from non-compliance with FIDIC requirements. The research shows that following strict communication protocols helps prevent project delays and cost overruns.

### Omani Context

Academic research about the Unified Standard Contract for Building and Civil Engineering Works (2019, Rev. 1) in Oman remains scarce despite the country's extensive infrastructure development. Research studies about contract administration and dispute resolution in Oman exist (Alnuaimi *et al.*, 2010; Al-Harthy & Al-Amri, 2016) yet no study has combined meeting procedures with request handling and correspondence protocols into a single framework. The Omani Unified Contract follows FIDIC standards by requiring bilingual correspondence between Arabic and English and establishing specific response periods of 14, 28, 42 and 56 days and incorporating local administrative rules. The contract features distinct elements which distinguish it from standard FIDIC applications used in other Gulf states thus requiring academic investigation. The Omani Unified Contract lacks a comprehensive analysis of its procedural requirements despite extensive research on FIDIC worldwide and regionally. The current research gap exists because no study has combined meetings with contractor requests and employer letters and binding timeframes and bonds and guarantees and lifecycle requirements into a single framework. The research fills this knowledge gap through an integrated analysis which includes seven consolidated summary tables.

## MATERIALS AND METHODS

### Research Design

The research design combines descriptive analysis with analytical methods. The research method involves detailed analysis of contractual text to identify essential project governance procedures. The research focuses on extracting all clauses from the Omani Standard contract for building and civil engineering works (2019, Rev. 1) that handle meetings and contractor requests and employer and engineer correspondence and time-sensitive requirements and bonds and guarantees and lifecycle stages and their FIDIC Conditions of Contract for Construction (Red Book, 2017) equivalents. The research method enables the production of consolidated summary tables which transform complex legal content into usable engineering references.

### Primary Sources

- Omani Standard Contract for Building and Civil Engineering Works (Oman, 2019, Rev. 1): Issued by Ministry of Finance, this document is the national

reference for civil engineering and infrastructure projects. It provides binding rules for communication, approvals, and obligations.

- FIDIC Conditions of Contract for Construction (Red Book, 2017): Serving as the comparative framework, the Red Book is internationally recognized for its standardized procedures in construction contract management.

### Secondary Sources

The analysis is supported by complementary literature:

- Academic studies addressing claims, delays, and disputes in construction contracts.
- Regional reports on the application of FIDIC in the Middle East.
- International institutional reports from CIArb, ICC, and the World Bank, which emphasize the role of contractual communication and time-bound obligations in reducing disputes and arbitration.

### Methodological Steps

#### Extraction

The Omani Unified Contract contained specific clauses which were selected for analysis. The following items were included in the study:

- Meetings: Pre-bid clarifications, kick-off meetings, progress and HSE meetings, stakeholder coordination, change control boards, emergency planning, and close-out reviews.
- Contractor's Requests: Extension of time (EOT) claims for additional payment, submission of the baseline program (Primavera schedule), material approval submittals (MAS), interim payment certificates (IPCs), taking-over requests, shop drawings, RFIs, programme updates and recovery schedules, as-built drawings, O&M manuals, and testing requests.
- Employer's and Engineer's Letters: Letter of acceptance (LOA), instructions to commence, variation orders, suspension letters, payment certificates, performance certificates (TOC, Completion, DLP).
- Timeframes: Contractual deadlines specified in the Omani Unified Contract (e.g., 14, 21, 28, 42, 56, and 84 days), including both submission and response periods.
- Comparative Provisions: Alignment and divergence with FIDIC 2017 in notices, approvals, deadlines, and enforceability.
- Bonds and Guarantees: Tender security (Bid Bond), performance bond, advance payment guarantee, and mandatory insurances.
- Construction projects Lifecycle Requirements: Obligations structured across pre-tender, award, post-award, execution, variation, completion, and post-completion stages. These were later consolidated into Contractual Requirements by Stage of the Contract Cycle (Section 1.17) to provide a chronological roadmap of contractual obligations.

#### Categorization

The researchers grouped the extracted clauses into seven

categories to enhance understanding and comparison between them. The research organized the extracted clauses into seven categories which included project meetings and contractor requests and employer and engineer correspondence and time-sensitive requirements and FIDIC comparison and bond and guarantee provisions and contractual obligations at different contract stages.

#### Comparison

Each category was compared against equivalent provisions in the FIDIC Red Book (2017). Particular attention was paid to:

- Similarities in structure (the notice–response–determination sequence).
- Divergences in deadlines (e.g., Omani contract stipulating fixed 14–120-day periods, while FIDIC often leaves broader discretion).
- Language and enforceability (bilingual obligations in Oman vs. English-only in FIDIC).
- Legal adaptations aligning with Omani administrative law.

#### Synthesis

Based on extraction, categorization, and comparison, the study developed summary tables that present contractual obligations in an accessible format. Each table provides the type of meeting, request, letter, or bond, the responsible party, the submission deadline, the response deadline, the reference clause or specification, and the legal or practical consequences of non-compliance.

#### Output Format

The final results are presented in the form of seven principal tables:

- covering meetings, contractor's requests, employer's and engineer's letters, binding timeframes, comparative analysis (Oman vs. FIDIC), bonds and guarantees, and contractual requirements by stage of the contract cycle - along with appendices containing practical templates such as model meeting minutes, request forms, and letter formats to illustrate contractual communication in practice.
- Appendices: Practical templates, such as model meeting minutes, request forms, and letter formats, to illustrate contractual communication in practice.

#### Limitations

The study is limited by its reliance on documentary analysis of contractual texts, without incorporating empirical evidence from arbitration cases or field observations. While the analysis focuses on construction projects, its findings are broadly applicable to other civil engineering works governed by the same contractual framework. Furthermore, the study does not evaluate the effectiveness of the contractual procedures in practice but rather provides a structured consolidation of the requirements as written.

## RESULTS AND DISCUSSION

The analysis of the Omani Unified Standard Contract (2019, Rev 01) is organized into seven practical pillars: (1) project meetings; (2) contractor’s requests; (3) employer’s and engineer’s letters; (4) binding timeframes; (5) comparative analysis with FIDIC (2017); (6) bonds and guarantees; and (7) contractual requirements by stage of the contract cycle. Each pillar is presented with a summary table and a focused discussion to clarify its contractual significance and alignment with the FIDIC Red Book (2017). The results demonstrate that while the Omani contract retains the FIDIC philosophy of notice–response–determination, it introduces stricter deadlines, bilingual requirements, and localized administrative provisions. Tables 1–7 collate these pillars into ready-to-use checklists for practitioners.

### Project Meetings

The Omani Unified Contract requires project meetings to take place throughout the entire project duration starting from pre-award through execution and ending at project completion. The contractual value of project meetings extends beyond coordination because meeting minutes create legally binding records of all agreements and approvals and instructions. The Omani government has established meeting procedures as official contractual elements which increases their legal value in international projects.

1. Pre-bid Clarification: The process enables tender document clarification before award to prevent post-award disputes. The formal recording process of questions and answers leads to the creation of tender stage addenda.

2. Kick-off Meeting: The contract award triggers an immediate meeting which examines project scope before contractors submit their baseline program (Primavera schedule) and health & safety plan and quality plan. The contractor can initiate claims when the project team fails to approve essential documents within their designated timeframe. The baseline program requires regular updates every month and additional recovery schedules when project delays occur. The requirement follows Sub-Clause 8.3 of FIDIC 2017 which requires contractors to maintain an updated program that responds to actual project conditions.

3. Progress Meetings: The project team conducts weekly or monthly meetings to assess work advancement and handle variations and claims and engineer instructions and coordination matters. The first written evidence of

disputed project instructions appears in meeting minutes. The Omani construction projects schedule Health, Safety, and Environment (HSE) meetings to occur either monthly or bi-weekly. The documented meeting minutes function as contractual evidence which enables safety obligations and compliance issues to receive the same legal status as progress instructions.

4. Stakeholder Meetings: The project requires these meetings to happen when external organizations including utility providers and municipalities need to work together. The documented results from these meetings become legally binding which enables third-party contributions to enter the contractual workflow.

5. Change Control Board (CCB): The board functions as a structured platform which reviews variation requests to determine their effects on project scope and cost and schedule. The contract processing system for variations and claims becomes active through this process.

6. Emergency/Force Majeure Meetings: The project triggers these meetings when unexpected situations or dangerous situations or safety threats occur. The force majeure clauses in the contract require immediate notification and documented risk management responses.

7. Close-out Meeting: The project completion meeting serves two purposes by assessing total performance and resolving outstanding claims before the project receives its taking-over certificate and enters defects liability period.

### Comparison with FIDIC (2017)

The FIDIC 2017 contract includes Engineer management duties for meetings but lacks specific contractual requirements for these events. The Omani Unified Contract establishes specific requirements for meetings through its baseline program submission and MAS approval process and it establishes clear expectations for all meetings. The local law of Oman requires strict administrative procedures and bilingual documentation which leads to increased legal enforceability. The Engineer must handle meeting-related issues through Sub-Clause 3.7 (Agreement or Determination) of FIDIC 2017 which requires a 42-day period for agreement seeking or formal determination issuance. The following table combines all mandatory and implied meetings from the Omani Unified Contract by showing their scheduled times and essential functions and required participants and relevant contractual provisions which transforms these meetings into enforceable contractual elements.

**Table 1:** Project Meetings

Meeting Type	Timing/Stage	Purpose & Agenda	Key Participants	Contractual Reference
Pre-bid Clarification	Before award	Clarify tender documents, record questions/answers, issue addenda	Employer, tenderers, Local Content Authority (PTLCA)	Pre-contract procedures Omani tender law

Post – bid clarification	Before signing contract	negotiate with winning bidder before signing contract	Employer, tenderers, Project’s consultant Wining Tenderer and Local Content Authority (PTLCA)	Pre-contract procedures Omani tender law
Kick-off Meeting	Immediately post-award	Review contract scope, approve baseline program, quality & safety plans	Employer, Engineer, Contractor	Commencement provisions
Progress Meetings	Weekly/Monthly during execution	Review progress, , coordination, instructions, project program	Engineer, Contractor, Employer reps, subcontractors, venders	Communication clauses
Stakeholder Meetings	As required during execution	Coordinate with utilities companies, municipalities, or third parties	Employer, authorities, Contractor	Administrative clauses
Change Control Board (CCB)	Upon variation requests	variations, claims, Evaluate scope, cost, and time impacts of change orders	Engineer, Employer, Contractor	Variations/claims clauses
Emergency/Force Majeure	During unforeseen events	Develop response to force majeure, exceptional risks, safety hazards, insurance	Employer, Engineer, Contractor	Force majeure provisions, insurance clauses
Close-out Meeting/ Hand over meeting	At project completion	Review performance, finalize claims, Snag list, lessons learned, issue taking-over certificate	Employer, Engineer, Contractor	Completion clauses

### Contractor’s Requests

Contractor’s requests form the backbone of contractual communication. They enable the contractor to seek time or cost relief, obtain necessary approvals, and secure periodic payments. Under the Omani Unified Contract, deadlines for both submission and response are explicitly stated, creating a clear audit trail and stronger accountability than in the FIDIC Red Book (2017).

1. Extension of Time (EOT): The contractor must give initial notice within 10 working days of becoming aware of the delay event. A fully detailed claim must then be submitted within 28 days. The Engineer is required under Sub-Clause 3.7 to first attempt agreement within 42 days, and if not achieved, to issue a decision within an additional 42 days, either party may within (30) days after this period has expired give notice to the other party (with a copy to the engineer) of it is intention to refer the dispute for resolution in accordance with the method agreed in the contract . Failure by the contractor to notify within the above-mentioned duration will not be entitled to additional payment. Conversely, FIDIC 2017 introduces a clear reciprocity mechanism: if the Engineer does not notify the Contractor within 14 days that a claim is time-barred, the notice remains valid. While the Omani Unified Contract (2019) does not adopt this clause

verbatim, it reflects a similar procedural philosophy through deemed-acceptance mechanisms in several administrative steps, though not specifically for claims. This distinction highlights the more explicit procedural safeguards introduced in FIDIC 2017.

2. The process for Additional Payment claims under FIDIC 2017 follows the same format as EOT claims which require the Contractor to file an initial notice within 28 days followed by complete details within 84 days. The Omani Unified Contract (2019) lacks explicit time requirements for detailed claim submissions although contractors need to present evidence through cost data and disruption analyses and daily records to support their financial requests.

Additional Note on Claim Timeframes: FIDIC 1999 vs. FIDIC 2017:

The Omani Unified Contract follows FIDIC 1999 structure but its claim processing times under FIDIC 1999 and FIDIC 2017 differ substantially. The FIDIC 1999 contract requires only a 28-day notice period but it does not specify deadlines for detailed particulars submission or Engineer’s determination. The FIDIC 2017 edition implements a detailed process which includes a 28-day notice period followed by an 84-day period for detailed particulars submission and then a 14-

day Engineer's time-bar notice and finally a 42+42-day agreement/determination cycle under Sub-Clause 3.7. The new provisions in FIDIC 2017 establish a detailed framework which differs from the Omani system that depends on established administrative procedures instead of defined claim substantiation timelines.

3. Primavera serves as the baseline program for this project. The contractor needs to present their baseline program at the kick-off meeting which must happen within the agreed time frame established in the contract. The Engineer needs to review and provide feedback on the submitted documents within a timeframe that is considered reasonable (usually 21 days in actual practice). The contractor needs to provide monthly progress reports and recovery plans whenever project delays occur according to FIDIC 2017 Sub-Clause 8.3.

4. Material Approval Submittals (MAS): The Omani Standard Contract for Building and Civil Engineering Works (2019) does not stipulate specific timeframes for material approval submissions or the Engineer's review. However, in government projects, standard practice requires Contractors to submit samples and technical specifications within 14–28 days of commencement or before procurement, while the Engineer typically responds within 21–28 days based on project specifications and administrative procedures. In all cases, no procurement is permitted until formal approval is granted.

5. Interim Payment Certificates (IPC): The contractor submits monthly statements. The Engineer must certify within 28 days, and the Employer must pay within 56 days. This dual timeframe protects contractor cash flow while ensuring employer oversight.

6. Taking-Over Certificate: Upon completion of the work or a section, the contractor requests taking-over. The Engineer must issue the certificate within 28 days if works are complete. Failure to issue may result in deemed taking-over, enabling the release of retention.

7. The following submissions become mandatory through contractual requirements and specification requirements in Oman:

- Shop Drawings, Method Statements, and ITPs (Inspection & Test Plans): The contractor needs to submit these documents in sequence before starting work on specific tasks. The Engineer needs to approve all submissions before work can proceed. The contractor can initiate EOT or cost claims when the Engineer fails to review documents within the scheduled timeframe.

- Requests for Information (RFIs/Site Queries): Contractors can initiate formal Requests for Information (RFIs) or site queries to resolve ambiguities found in drawings and specifications and site conditions. The Engineer needs to provide answers to these requests within a timeframe that is considered acceptable (usually between 7 to 14 days). Program delays because of delayed

responses will lead to EOT claims from the contractor.

- Programme Updates & Recovery Schedules: The contractor needs to submit these documents on a monthly basis or as directed by the contract.

- As-Built Drawings & O&M Manuals: The Employer needs these documents for Taking-Over Certificate issuance either before or at the same time. The Employer retains the right to delay final acceptance and withhold the Taking-Over Certificate when the contractor fails to submit and obtain approval for these documents.

- Insurances & Bonds (Performance Bond, Advance Payment Guarantee): The contractor needs to submit these documents within 28 days after receiving the Letter of Acceptance to obtain the Instruction to Commence. The Unified Contract together with Omani project specifications demand additional document submissions according to their requirements. The contractor needs to submit the Advance Payment Guarantee within 28 days after receiving the Letter of Acceptance to access the advance payment. The contractor needs to submit Monthly Progress Reports together with payment requests which include updated project schedules and executed work quantities and financial reports and photographic evidence. The reports serve as evidence for contractual obligations. The contractor needs to request testing and commissioning services for all specialized work projects including road lighting and traffic signals and ITS components. The contractor needs to request testing and inspection and commissioning services before project handover to meet performance standards.

### Comparison with FIDIC (2017)

The two contracts share a common structure which requires parties to exchange notices followed by responses before reaching a determination can be made. The contractor needs to send all notices within 28 days while detailed claims must follow specific time requirements. The Omani Unified Contract lacks specific guidelines for reviewing submitted programs and Material Approval Submittals (MAS) but standard Omani government projects use 21-day and 28-day review periods based on project requirements and administrative rules. The FIDIC 2017 contract provides flexible review periods but includes specific procedural protection through the Engineer's 14-day time-bar reciprocity rule. The Omani government requires all project documents to be available in both English and Arabic while ensuring national court enforcement of contracts. The table below presents contractor requests under the Omani Unified Contract by showing submission and response deadlines and contractual references and legal consequences of non-compliance or compliance. The list includes additional Omani project submission requirements which practitioners need for complete reference.

**Table 2:** Contractor's Requests

Contractor's Request	Submission Deadline (Contractor)	Response Deadline (Engineer/ Employer)	Contractual Reference / Source	Legal / Practical Consequences
Extension of Time (EOT)	Initial notice: 10 days; details: 28 days (Clause 20.2- Oman standard)	Engineer: 42 days to agree + 42 days to determine (Clause 3.7- Oman standard)	Claims & delay clauses	Late notice = loss of entitlement; Engineer must time-bar within 14 days or claim stands
Claims for Additional Payment	28 days for notice; 84 days for details	Engineer responds/ determines within 42+42 days	Claims clauses	Failure to notify = claim barred; unresolved → arbitration
Baseline Program (Primavera)	Within 28 days of commencement; monthly updates thereafter (Standard practice)	Engineer to review/ comment within ~21 days	Unified Contract (submission) + Specifications / Oman standard 8.3 (updates)	Failure to submit = breach; late approval/response may justify EOT
Material Approval Submittals (MAS)	14–28 days after commencement / before procurement (Standard practice)	Engineer approves/ rejects within 21–28 days	Technical specifications	No procurement without approval; delayed response = claim entitlement
Interim Payment Certificates (IPC)	Monthly statements submitted by contractor	Engineer certifies within 28 days; Employer pays within 56 days	Payment clauses	Late submission delays payment; late certification/payment = financial claims/ project's cashflow problems
Shop Drawings / Method Statements / ITPs	Progressive during execution; submitted prior to relevant works	Engineer to review/ approve within 14–21 days (specifications-based)	Specifications / Engineer's instructions	Work cannot proceed without approval; delayed response may justify EOT or cost claims
Requests for Information (RFIs)	As required during execution	Engineer to respond within reasonable period (14 days in practice)	Communications clauses	Delayed response may justify EOT; unresolved → dispute
Programme Updates & Recovery Schedule	Monthly updates (Standard practice); Recovery Schedule upon delay	Engineer reviews/ approves within 14–21 days	Sub-Clause 8.3 / Specifications	Late updates breach Sub-Clause 8.3; recovery plan approval essential for EOT assessment
As-Built Drawings & O&M Manuals	Before Taking-Over request	Engineer to review/ approve before TOC issuance	Completion requirements	Precondition for TOC; delays may postpone project handover
Insurances & Bonds / Guarantees	Within 28 days of LOA	Employer/Engineer verifies after Commencement Order	Pre-contract requirements	No Instruction to Commence issued without securities
Advance Payment Guarantee	Within 28 days of LOA	Employer verifies before releasing advance payment	Pre-contract finance clauses	Advance not paid until guarantee submitted; non-compliance delays project cash flow

Monthly Progress Reports	Submitted monthly with IPC	Engineer reviews with IPC (28 days)	Management clauses / Specs	Report forms contractual record; omissions weaken contractor's entitlement claims
Testing & Commissioning Requests	Before handover of specialized works	Engineer to witness/ approve within agreed period (7-14 days typical)	Specifications / Completion clauses	No commissioning = no TOC for those systems; may delay overall project acceptance
Taking-Over Certificate Request	Upon completion of works/sections	Engineer issues within 28 days	Completion clauses	Failure to issue = deemed taking-over; enables release 50% of retention

### Employer's/Engineer's Letters

The formal contractual authority of Employer's and Engineer's letters serves as the fundamental basis for contractual authority. The communications serve as binding instructions or certifications which the contractor receives from downstream parties for binding implementation. The Omani Unified Contract (2019) makes written documentation of these letters enforceable by law while excluding all oral communications from contractual recognition.

1. Letter of Acceptance (LOA): The Omani construction industry uses the LOA to notify Contractors about award receipt but the Omani Tenders Law (Royal Decree No. 32/2008) requires a signed formal agreement to establish contractual obligations. The LOA serves as a trigger for Contractor commitment but Employer obligations become binding only after contract execution. The LOA creates an immediate binding contractual relationship in FIDIC-based international jurisdictions but Omani practice requires a signed formal agreement for this to happen.

2. Instruction to Commence Works: The Omani government requires contractors to receive the Instruction to Commence only after they have signed the formal contract according to the Omani Tenders Law. The Letter of Acceptance (LOA) notifies the Contractor about the award but the commencement date becomes legally effective only after receiving this instruction. The Engineer or Employer will issue the commencement instruction after the Contractor provides all required securities including the Performance Bond and necessary insurance policies (Advance Payment Guarantee and third-party liability policies) within the specified time frame. The Employer can prevent project risk management by withholding the commencement instruction when the Contractor fails to provide required securities.

3. Variation Orders (VOs): The Omani Unified Contract requires all variation instructions to be issued through written documentation. The Engineer must validate all oral instructions through written documentation to establish their validity. The practice of requiring written documentation protects against scope creep disputes

because Oman requires all evidence to be documented. The Engineer under FIDIC has more flexibility to issue oral instructions which must later receive written confirmation but this creates potential evidence problems.

4. Payment Certificates (Interim & Final): The Engineer issues these certificates through formal documentation. The Engineer issues monthly payment certificates to contractors within 28 days after receiving their submissions while the Employer must pay all certified amounts within 56 days. The Engineer issues final payment certificates after accepting the final statement which creates a legally binding financial obligation. The contractor can file financial claims when there are delays in certification or payment processes.

5. Performance Certificates (Taking-over, Completion, and Defects Liability): The project advancement depends on these essential certification documents.

- Taking-over Certificate (TOC): The Engineer must issue this certificate within 28 days after receiving the contractor's request for taking over completed works or sections. The failure to issue this certificate results in automatic taking-over of the project.

- Performance Certificate (DLP Certificate): The Engineer issues this certificate to mark the end of defects liability period which frees the contractor from all remaining responsibilities.

6. Suspension or Instruction Letters: The Engineer needs to issue written instructions for both suspension and execution orders. The contract requires all instructions to be documented in writing because oral instructions lack legal validity.

Comparison with FIDIC (2017):

- Similarities: The two frameworks depend on written communication for their operations and the Engineer serves as the central authority for certification of variations and payments and completion. The payment cycle and certificate sequence show general consistency between the two systems.

- Differences:

- The Omani Tenders Law (Royal Decree No. 32/2008) requires a signed formal agreement to establish contractual obligations between the government and

contractor although the LOA creates a binding contract in Oman. The governing law determines if the FIDIC LOA establishes an immediate contractual relationship.

- The Omani contract requires bond and insurance submission within 28 days after the LOA to activate the Instruction to Commence process but FIDIC leaves this detail to the Particular Conditions.

- The Omani contract requires all variation orders to be written for validity but FIDIC allows oral instructions that need written confirmation for validation.

- The Omani framework requires bilingual enforceability under local law through Arabic and English documentation but FIDIC uses an international model without language preference.

The Omani construction industry uses the Taking-Over Certificate (TOC) as its preliminary acceptance for provisionally handing over work before issuing the Defects Liability Certificate at the end of the DLP for final acceptance. The two-stage process in Oman follows FIDIC 2017 by using Sub-Clause 10.1 for Taking-Over and Sub-Clause 11.9 for final contractor obligation discharge. The Defects Liability Certificate triggers automatic bond release for maintenance purposes which links financial security to contractual completion. The following table presents the main Employer's and Engineer's letters under the Omani Unified Contract along with their issuance timing and legal status and resulting project consequences for administrators to follow.

**Table 3:** Employer's/Engineer's Letters

Letter / Instruction Type	Issued By	Timing / Trigger Event	Legal Form	Contractual Reference	Legal / Practical Consequences
Letter of Acceptance (LOA)	Employer	After tender evaluation and formal award decision by employer or the Tender Board (prior to contract signing)	Formal letter	Pre-contract award procedures (Tenders Law No. 32/2008)	Notifies the Contractor of award and triggers submission of the Performance Bond and insurance; however, the Employer becomes contractually bound only upon signing the formal agreement.
Instructions to Commence Works	Engineer / Employer	After signing the contract, usually issued within 28 days, subject to submission and approval of securities	Formal letter	Commencement provisions	Sets the official start date; conditional on submitting the Performance Bond and insurances. Delay protects the Contractor from time-related penalties.
Variation Orders (VOs)	Engineer (with Employer approval)	During execution when scope, time or cost changes occur	Formal instruction (letter)	Variation clauses	Alters scope/time/cost; oral instructions are invalid unless confirmed in writing.
Payment Certificates (Interim & Final)	Engineer	Monthly (interim) and after final statement (final)	Certificate (legal instrument)	Payment clauses	Employer must pay certified amounts within 56 days; late payment may give rise to financial claims.
Performance Certificates (TOC & Defects Liability Certificate)	Engineer	At substantial completion (TOC) and at the end of the DLP (Final Acceptance)	Certificate	Completion & DLP clauses	TOC marks substantial completion and triggers release of 50% of Retention; failure to issue within 28 days results in deemed TOC. The Defects Liability Certificate formally discharges the Contractor upon expiry of the DLP.
Suspension / Instruction Letters	Engineer	As required during execution	Formal instruction	Suspension / authority clauses	Binding on the Contractor; oral instructions are unenforceable unless confirmed in writing.

### Binding Timeframes

The Omani Unified Contract depends on Timeframes as its fundamental contractual element. The contractual framework includes time-based provisions which determine rights and responsibilities and establish liability limits to prevent endless delays or non-performance. The Omani contract contains detailed time-based requirements which establish specific deadlines for all procedural steps at 14, 21, 28, 42 and 56 days.

1. Notices and Claims (EOT, Additional Payment): The contractor needs to send their first notice about the event within 28 days after discovering it. The contractor needs to submit a complete claim within 84 days after the initial notice. The Oman standard requires the Engineer to start agreement negotiations for settlement or make a determination within 42 days but allows a 42-day extension when parties fail to agree.

The Engineer must notify the contractor about time-barred claims within 14 days to maintain their validity according to FIDIC 2017. The Omani Unified Contract maintains strict time-based requirements which Omani law enforces through bilingual documentation for enhanced legal enforceability.

2. Baseline Program and MAS: The submission deadlines for the baseline program and material approval requests must be met within 28 days and 14-28 days respectively while the Engineer needs to respond within 21-28 days. The contractor needs to maintain their planning and procurement schedule while the Engineer must complete their approval process without prolonged delays.

3. Payment Procedures: The Omani contract requires the Engineer to approve interim payments within 28 days before the Employer releases payment funds within 56 days. The FIDIC 2017 contract requires the Employer to pay within 56 days but leaves the Engineer's certification timeline to the Particular Conditions. The Omani framework operates with stricter administrative procedures than FIDIC.

4. Taking-Over and Final Certificates: The Omani contract establishes 28-day windows for the Engineer to issue taking-over and completion certificates which prevent employers from extending recognition of project completion. The contractor receives protection through deemed issuance when the Engineer fails to issue the document. The Engineer issues the Defects Liability

Certificate at the end of the Defects Liability Period to serve as the final acceptance of completed work. The Maintenance Bond (Defects Liability Bond) stays active throughout the DLP until the Engineer issues the Defects Liability Certificate which automatically triggers bond discharge for financial security and contractual completion.

5. Variation Orders (VOs): The Omani contract demands that written instructions should reach the contractor without any unreasonable delays. The law does not recognize any legal value in verbal instructions. The Engineer maintains full authority to accept oral instructions under FIDIC but must validate them through written documentation at a later time.

The Omani Unified Contract together with standard specifications demand additional time-sensitive document submissions from contractors. The contractor needs to submit Monthly Progress Reports on a regular basis which should match the schedule of interim payment requests to create a permanent contractual record. The contractor needs to create a Recovery Schedule within 14-21 days after the Engineer requests it to show how they will recover lost time. The contractor needs to request Testing and Commissioning for specialized works including lighting and signals and ITS components before handing over the project to verify all systems function properly before Taking-Over Certificate issuance.

Comparison with FIDIC (2017):

- Similarities: The two frameworks implement the notice–response–determination approach through their 28-day notice requirement.

- Differences: The Omani Unified Contract includes specific time requirements for each step which include 21 days for program assessment and 28 days for payment certification and 56 days for Employer payment. The FIDIC 2017 framework grants engineers wide discretion through its 14-day time-bar notice requirement which maintains procedural equity. The Omani contract enforces its deadlines through local law with bilingual documentation which provides them with enhanced legal power.

The following table presents the binding contractual timeframes of the Omani Unified Contract by showing submission and response periods along with references and practical effects while connecting them to FIDIC 2017 provisions for better understanding.

**Table 4:** Binding Timeframes

Action / Request	By (Responsible Party)	Submission Deadline	Response Deadline (Engineer/ Employer)	Contractual Reference	Legal / Practical Consequences
Notice of Extension of Time (EOT)	Contractor	28 days of event	Engineer: agree/ determine within 42 days (+42 if no agreement, FIDIC 3.7)	Claims & delay clauses	Late notice = forfeiture of entitlement; delayed determination = dispute grounds

Detailed Claim (EOT/ Payment)	Contractor	Within 84 days of event	Engineer: 42+42 days to determine	FIDIC 2017 Sub-Clause 20.2	Late submission = claim barred; unresolved → arbitration
Engineer's Time-Bar Notice	Engineer	-	Within 14 days of receiving notice or expiry of 84 days	FIDIC 2017 Sub-Clause 20.2.5	If Engineer fails to issue time-bar notice, claim deemed valid
Baseline Program (Primavera)	Contractor	28 days after commencement	Engineer approves/rejects within 21–28 days	Specifications	No procurement without approval; delayed response = entitlement to claim
Material Approval Submittals (MAS)	Contractor	14–28 days after commencement or before procurement	Engineer approves/rejects within 21–28 days	Specifications	No procurement without approval; delayed response = entitlement to claim
Interim Payment Certificates (IPC)	Contractor submits monthly	-	Engineer certifies within 28 days; Employer pays within 56 days	Payment clauses	Late certification/ payment = financial claim; cash flow risk
Instructions to Commence Works	Employer/ Engineer	-	Within defined period after LOA (conditional on securities)	Commencement clause	Delay shifts start date; protects contractor from penalties
Variation Orders (VOs)	Engineer (with Employer)	-	Without undue delay, must be in writing	Variation clauses	Oral instructions invalid; written VO required for enforceability
Taking-Over Certificate	Contractor requests	Upon completion	Engineer issues within 28 days	Completion clauses	Functions as preliminary acceptance: marks start of the Defects Liability Period (DLP); triggers partial release of Retention and activation of the Maintenance Bond; failure to issue within 28 days = deemed TOC.
Final Payment Certificate	Contractor submit/ Engineer issue	-	contractor submit within 56 days after final statement/ Engineer issue within 28 days	Payment clauses	Delays may escalate to claims/ arbitration

Defects Liability Certificate	Engineer	-	At expiry of DLP	DLP clause	Functions as final acceptance; legally discharges contractor from all further obligations; automatically releases the remaining 50% of retention money and performance bond. at the end of the Defects Liability Period DLP (as mentioned in appendix to tender usually 12 months); closes the contract and finalizes Employer–Contractor obligations.
Monthly Progress Reports	Contractor	Submitted monthly with IPC	Engineer reviews with IPC (28 days)	Management clauses / Specs	Reports form contractual record; omissions may weaken claims
Recovery Schedule	Contractor	Within 14–21 days of Engineer’s request	Engineer reviews within reasonable period	Sub-Clause 8.3 (FIDIC) / Specs	Late submission may forfeit EOT rights; required for time recovery
Testing & Commissioning Requests	Contractor	Submitted before TOC for specialized systems	Engineer witnesses/tests within agreed period (7–14 days)	Specifications / Completion clauses	Without testing, TOC may be withheld; may delay overall project acceptance

**Comparative Analysis**

The Omani Unified Contract (2019) maintains FIDIC Red Book (2017) notice–response–determination structure but implements stricter rules through specific timeframes and language requirements and domestic enforcement capabilities.

- Meetings: The FIDIC 2017 contract includes project meetings as part of its administrative process yet fails to establish them as binding contractual requirements and lacks legal value for their recorded minutes. The Omani Unified Contract (2019) establishes multiple meeting types including pre-bid clarifications and kick-off and progress and HSE and stakeholder coordination and close-out meetings which produce binding records from their minutes. The contract transforms meetings from administrative tasks into legally binding documents which help projects maintain proper documentation and minimize disputes in government-controlled projects.

- Claims: The Oman Unified Contract (2019) and FIDIC 2017 share a common four-stage claim process

which starts with a 28-day notice followed by a 84-day deadline for complete details and ends with the Engineer’s 14-day time-bar notice to reject late claims and their duty to seek agreement or issue a determination within 42 + 42 days (Sub-Clause 3.7). The new version of FIDIC has reduced claim processing ambiguity but Oman has added bilingual correspondence requirements and Omani administrative law application to claims.

- Programs & MAS: The contract requires contractors to submit their baseline program to the Engineer within 28 days after project start. The 2019 contract does not specify exact review periods for the Engineer which typically range from 21 to 28 days but these timeframes appear in project specifications and Particular Conditions. The Engineer reviews Material Approval Submittals (MAS) according to project-specific deadlines. The FIDIC 2017 contract allows the Engineer to choose any reasonable time for program and MAS approval reviews but this approach provides less clarity to contractors.

- Payment Procedures: The Engineer must approve

interim payments within 28 days before the Employer can release funds within 56 days according to Oman’s payment system. The FIDIC contract specifies only the 56-day payment period for the Employer but leaves the Engineer’s certification timeline undefined.

- Variation Orders: The Omani contract demands written instructions for variation orders which makes oral changes ineffective unless documented. The FIDIC contract permits oral instructions which need subsequent written confirmation thus providing more flexibility yet increasing the potential for disputes.

- Certificates: The Omani contract establishes strict time limits for the Engineer to issue Taking-Over Certificates after receiving a request within 28 days while protecting contractors through deemed issuance when

deadlines are not met. The 2019 version of the Omani contract requires certificate issuance within 21 days for Completion Certificates but the exact timeframe needs verification through clause-by-clause review. The Engineer maintains full discretion to determine when to issue certificates under FIDIC’s certification process.

- Language & Legal Adaptation: The Omani Unified Contract (2019) demands all documents to be written in both Arabic and English with Arabic taking precedence in case of disagreements and provides legal backing through the Tender Board Law. The FIDIC contract exists for worldwide use and its standard version contains English text but organizations can make changes to use different languages.

**Table 5:** Comparative Analysis

Category	Omani Unified Contract (2019)	FIDIC Red Book (2017)	Key Similarities / Differences
Meetings	Explicitly codified (Pre-bid, Kick-off, Progress + HSE, Stakeholders, CCB, Emergency, Close-out). Minutes are binding records.	Meetings assumed in practice, not detailed in text.	Oman formalizes meetings into contractual tools; FIDIC leaves them to Engineer’s discretion.
Claims (EOT / Payment)	28-day notice; 84-day detailed claim; Engineer’s 14-day time-bar notice; Engineer to agree/determine within 42 + 42 days (Sub-Clause 3.7).	Same framework after 2017 revisions (28 / 84 / 14 / 42+42).	Oman emphasizes bilingual enforceability and local law; FIDIC provides international baseline.
Programs (Baseline & Updates)	Submission within 28 days of commencement; Engineer review period (~21 days) usually set in specifications/project docs; monthly updates and recovery schedules required.	Sub-Clause 8.3 requires program submission and updates; review period left to “reasonable time”.	Oman ties program to kick-off with stricter practice-based deadlines; FIDIC leaves greater discretion.
Material Approval Submittals (MAS)	Submitted within 14–28 days after commencement/before procurement; Engineer review (21–28 days) typically set in specifications.	MAS approvals required but no fixed deadlines in contract; governed by specs.	Oman codifies through specs; FIDIC less prescriptive.
Payment Procedures	Engineer certifies within 28 days; Employer pays within 56 days.	Employer pays within 56 days; Engineer certification timeframe less explicit.	Oman imposes two-step timeline; FIDIC enforces only payment deadline.
Variation Orders (VOs)	Must be in writing; oral instructions invalid.	Oral instructions permitted if later confirmed in writing.	Oman stricter, reducing disputes; FIDIC more flexible but riskier.
Certificates (TOC, Completion, DLP)	TOC within 28 days (deemed issued if not). Completion Certificate period needs clause-by-clause confirmation in 2019. DLP certificate at end of period.	TOC issued upon completion (no fixed 28-day window). Completion and DLP certificates rely on Engineer’s discretion.	Oman shortens timelines and introduces deemed issuance; FIDIC more flexible.
Language & Legal Adaptation	Bilingual (Arabic–English); Arabic prevails; enforceable under Omani Tender Board law.	English by default; neutral international framework.	Oman ensures local enforceability; FIDIC adaptable globally.

RFIs	Commonly practiced, with Engineer responses bound by project specifications.	Recognized as part of “communications,” but without strict deadlines.	Oman tends to specify 7–14 days in specs; FIDIC leaves “reasonable time”.
Shop Drawings/ Method Statements/TTPs	Explicitly required before execution; deadlines in specs.	Treated under Sub-Clause 5.2 (design by contractor/ approval), but timing left flexible.	Oman = tighter admin discipline via specs; FIDIC = general.
As Built & O&M Manuals	Precondition for TOC	Sub-Clause 4.1 & 11.9 requires as-builts and O&M before final acceptance.	Oman links directly to TOC issuance; FIDIC ties to final payment/discharge.

### Bonds and Guarantees

The financial structure of risk distribution in construction contracts depends on bonds and guarantees. The instruments protect both parties from non-performance and withdrawal and financial default situations. The Omani Unified Contract (2019) establishes specific rules for bond and guarantee submission and timing and validity which must be met before work can start and the contract becomes effective.

#### Bid Bond (Tender Security)

- Requirement and Timing: Submitted together with the tender offer as a precondition for bid validity; it secures the Employer against withdrawal or non-compliance by the bidder during the tender stage.
- Validity: Typically, valid for 90 days from tender closing, extendable to 120 days if the Tender Board delays contract award.
- Purpose: Ensures the bidder’s commitment to honor the tender offer if awarded and protects the Employer from the risk of frivolous or speculative bidding.
- Employer’s Rights: If the successful bidder withdraws or fails to sign the contract, the Employer is entitled to call the bond and retain its value.
- Link to Contract Progression: The Bid Bond is discharged upon the submission of the Performance Bond after issuance of the Letter of Acceptance (LOA), marking the transition from tender stage to contract execution.

#### Performance Bond

- Requirement and Timing: Must be submitted within 10 working days for contractor already registered in Oman and 20 working days for international contractor not previously registered in Oman, from the date of the LOA, before issuance of the Instruction to Commence.
- Validity: Remains in force until 60 days after the date of performance certificate.
- Purpose: Provides the Employer with financial security against non-performance, poor workmanship, or contractor default.
- Employer’s Rights: Callable if the contractor fails to fulfill contractual obligations or abandons the work.
- Link to Contract Progression: Serves as the financial gateway to commencement; without it, the Employer can withhold the Commencement Instruction or terminate

the contract.

#### Advance Payment Guarantee (APG)

- Requirement and Timing: Required if the Employer grants an advance payment; must be submitted within 28 days of the LOA before funds are released.
- Validity: Remains valid until the advance is fully recovered through deductions in Interim Payment Certificates (IPCs).
- Purpose: Protects the Employer by ensuring that the advance is repayable if the contractor defaults.
- Employer’s Rights: Callable if the contractor fails to perform after receiving the advance or misuses the funds.
- Link to Contract Progression: Automatically discharged once the advance is fully recovered, at which point it no longer affects cash flow.

#### Insurance Policies

- Requirement and Timing: Must be submitted within 28 days of the LOA and before issuance of the Instruction to Commence. Includes value of Works and contractor’s equipment Insurance, per occurrence/ Third-Party Liability, and (if applicable) insurance against Employer’s risks.
- Validity: Effective from the start of work until completion.
- Purpose: Allocates construction and liability risks by ensuring coverage for accidents, damages, and professional errors.
- Employer’s Rights: Employer may suspend commencement or terminate the contract if insurance is not provided or maintained.
- Link to Contract Progression: Proof of insurance is a condition precedent to mobilization and Commencement. Comparison with FIDIC (2017):
  - FIDIC requires similar instruments (Tender Security, Performance Security, Advance Payment Guarantee, and Insurances), but the timeframes are often set in the Particular Conditions rather than the General Conditions.
  - The Omani Unified Contract codifies the 10-20 workingday submission rule for Performance Bonds, APG, and Insurances, creating stricter enforceability.
  - In FIDIC, the validity of guarantees is often linked to “until the Works are certified as completed,” while Oman explicitly ties validity to TOC and DLP, narrowing ambiguity.

• Both frameworks align on the principle that no Instruction to Commence should be issued without securities in place, but Oman enforces this more rigidly under Tender Board law. The following table consolidates the key bonds and

guarantees under the Omani Unified Contract, their submission deadlines, validity periods, and practical consequences, providing a reference for both employers and contractors.

**Table 6:** Bonds and Guarantees

Bond / Guarantee	Submission Deadline	Validity / Expiry	Contractual Reference	Legal / Practical Consequences
Bid Bond (Tender Security)	With tender submission	90 days (extendable to 120 days if required by Tender Board); discharged upon submission of Performance Bond	Pre-tender requirements (Tender Board regulations)	Protects Employer until award; forfeited if bidder withdraws or fails to sign contract
Performance Bond	Within 10-20 working days of LOA	Valid until 60 days after the date of performance certificate months)	Commencement provisions / Performance Security clauses	Employer may withhold Commencement Instruction; bond callable if contractor defaults
Advance Payment Guarantee	Within 28 days of LOA (if advance is granted)	Until full recovery of advance payment through IPC deductions	Advance payment clauses	Condition precedent for release of advance; lapses once advance is repaid
Insurance Policies	Within 28 days of LOA / before Instruction to Commence	Entire project duration including DLP (e.g., latent defects, third-party liability)	Insurance & risk clauses	Proof required before Commencement; ensures coverage of construction and liability risks

**Contractual Requirements by Stage of Contract Cycle**

The contract administration process in Omani projects starts before execution and continues through all stages of the contract cycle. The pre-tender clarification process through post-completion discharge requires different contractual obligations which include specific deadlines and documentation needs. The Unified Contract (2019) implements these stages through bond requirements and meeting schedules and submittal procedures and certificate issuance while FIDIC 2017 establishes the

fundamental process of notice–response–determination. The chronological mapping of requirements through lifecycle stages helps practitioners create a stage-by-stage guide that shows when each contractual instrument should be used. The method provides employers and contractors and engineers with clear understanding of their responsibilities and deadline tracking capabilities. The following table organizes contractual requirements by stage to show obligations and their corresponding timing and operational effects.

**Table 7:** Contractual Requirements by Stage of Contract Cycle

Stage of Contract Cycle	Typical Clauses / Requirements	Examples (Unified Contract & Practice)	Duration / Validity	Legal / Practical Significance
Pre-Tender	Clarifications & Addenda	Pre-bid meetings, tender queries, addenda issued via Tender Board	During tender period	Ensures bidders share common understanding; addenda form part of contract

Tender / Award Stage	Bonds & guarantees; LOA	Bid Bond (Tender Security), Performance Bond, Advance Payment Guarantee; Letter of Acceptance	- Bid Bond: valid until LOA (often 90–120 days)- Performance Bond: submitted within 10-20 working days of LOA; valid until 60 days after the date of performance certificate; Advance Payment Guarantee: submitted within 28 days of LOA; valid until full recovery of advance	LOA creates accepting the final Form of Tender, including all tender queries; no Commencement without securities
Early Post-Award	Commencement, permissions & Mobilization	Instructions to Commence, Kick off meeting Baseline Program, HSE Plan, Quality Plan	after signing contract and issuing letter of commencement	Failure to mobilize or submit program/ insurances may justify termination or EOT
Execution Stage	Ongoing Requests & Submittals	EOT notices, MAS approvals, Shop Drawings, RFIs, IPCs, Monthly Progress Reports	- EOT: 28 days' notice + 84 days details- MAS: 14–28 days submit, 21–28 days review- IPC: monthly; cert. 28 days + pay 56 days	Keeps project moving; strict deadlines protect both sides
Variation / Change Stage	Change Control & Claims	Variation Orders (VOs), Recovery Schedules, Engineer's Determinations (3.7)	VO to be issued promptly; Recovery Schedules within 14–21 days of Engineer's request	Formalizes scope/cost/time adjustments; prevents scope creep
Completion Stage	Handover & Documentation	TOC request, As-Built Drawings, O&M Manuals, Completion Certificate, release 50% retention	- TOC: Engineer issues within 28 days of request (deemed issued if not)- As-Built/O&M: required before TOC	Legal transfer of risk; without as-builts TOC may be withheld
Post-Completion	Final Accounts & Liability Discharge	Final Payment Certificate, Defects Liability Certificate, release performance bond and remaining 50% retention money	- Final Cert.: 56 days after contractor's final statement- DLP Cert.: at expiry of DLP (typically 12months)	Closes contract; discharges contractor from further claims 10 years guarantee started

**Synthesis and Practical Implications**

The research established the Omani Unified Contract (2019) structure through seven functional areas which include project meetings and contractor requests and employer and engineer correspondence and time-sensitive requirements and FIDIC (2017) comparison and bond and guarantee systems and contract lifecycle stages. The Omani framework achieves international best practice standards through its national enforceable framework.

1. Integrated Perspective: The contract lifecycle operates through a sequence of meetings and submittals and letters and deadlines and securities which exist in a connected system. The contractor needs to submit timely notices which requires formal Engineer's determinations and bond-based financial security to obtain time or cost relief.

2. Administrative Discipline: The Omani Unified Contract implements specific deadlines (14, 28, 42, 56, 84, 90, and 120 days) and bilingual documentation

requirements which differ from FIDIC's flexible drafting approach. The system removes all possible ambiguities while creating an enhanced system for dispute resolution through audit trails.

3. Risk Allocation: The employer receives protection through three types of financial bonds and performance bonds and strict insurance requirements. The contractor receives protection through deemed issuance mechanisms which include Taking-Over Certificates after 28 days and reciprocal time-bar rules that stop employers from rejecting claims without proper reason. The contract provides benefits to both parties through its established meeting schedule and its detailed process for handling variations.

4. Practical Application: The seven tables (Meetings, Requests, Letters, Timeframes, Comparative Analysis, Bonds, and Lifecycle Stages) function as a complete set of tools for contract administration. The tables enable users to determine which procedure applies and who

is responsible and what deadlines exist and what legal penalties result from delayed or missing steps.

5. Policy Implications: The Unified Contract of Oman shows how FIDIC international standards can be modified to fit Omani administrative laws which results in better performance in government-backed infrastructure development. The system presents a framework which unites worldwide consistency with national enforcement capabilities.

The analysis demonstrates that Omani project contract administration follows a structured legal framework which goes beyond typical managerial responsibilities. The following section presents findings which lead to recommendations to enhance current practices and direct upcoming contract development initiatives.

## CONCLUSION

The study demonstrates that the Omani Unified Standard Contract (2019, Rev. 01) provides a highly structured governance model that enhances clarity, accountability, and enforceability across all project stages. By organizing seven core procedural elements meetings, contractor requests, official correspondence, binding timeframes, comparative alignment with FIDIC, financial securities, and lifecycle administration, the research offers the first integrated framework that translates contractual obligations into practical tools for engineering practice.

The consolidated tables developed in this study serve as an accessible reference system that enables project teams to apply contract provisions consistently, reduce disputes, and strengthen administrative controls. The findings confirm that while the Omani framework aligns with international FIDIC standards, its stricter deadlines, bilingual documentation, and national legal requirements create a localized model suited for government-led infrastructure delivery.

The research highlights two areas for future development: the need for clearer codification of program and material approval review periods, and the need for enhanced sector-wide training on time-bar rules and procedural compliance. Future empirical studies across the GCC can further examine how standardized timeframes influence dispute resolution outcomes and help harmonize contract administration practices across the region.

Overall, the Omani Unified Contract provides a robust and adaptable foundation for project governance, and this study contributes a practical handbook that supports its effective implementation.

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