

SAMPLE PARTICULAR AND GENERAL CONDITIONS OF THE CONTRACT

A. PARTICULAR CONDITIONS OF THE CONTRACT

PARTICULAR CONDITIONS: PART A – CONTRACT DATA

The Conditions of Contract comprise the “General Conditions”, which form part of “Conditions of Contract for EPC/Turnkey Projects” Second Edition 2017 published by the International Federation of Consulting Engineers (FIDIC), the Contract Data (Particular Conditions – Part A) and the following “Special Provisions” (Particular Conditions – Part B), which include amendments and additions to such General Conditions.

The provisions to be found in the Special Provisions (Particular Conditions – Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions – Part A) take precedence over the Special Provisions (Particular Conditions – Part B).

Sub-Clause	Data to be given	Data
1.1.17	where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	XX%
1.1.24	Defects Notification Period (DNP)	[Duration in days] days
1.1.30	The Employer's Representative	Project Management & Development
1.1.76	Time for Completion	[Duration in days] days
1.3 (a)(ii)	agreed methods of electronic transmission	Email and Fax
1.3 (d)	address of Employer for communications	Address: Phone: Fax: Email:
1.3 (d)	address of Employer's Representative for communications	Address: Phone: Fax: Email:
1.3 (d)	address of Contractor for communications	Address: Phone: Fax: Email:
1.4	Contract shall be governed by the law of	Republic of Maldives
1.4	ruling language	English
1.4	language for communications	English
1.8	number of additional paper copies of Contractor's Documents	3 Copies
1.14	total liability of the Contractor to the Employer under or in connection with the Contract	Total Contract Price
2.1	after the Contract comes in full force and effect, the Contractor shall be given right of access to all or part of the Site within	[Duration in days] days after the Financial Agreement is signed
2.4	Employer's financial arrangements	XX% of the Accepted Contract Amount shall be paid by the Employer's own equity.
4.2	Performance Security (as percentages of the Contract Price in Currencies)	
	Percent	XX%

	Currency	US Dollars (USD)
4.4	(i) Subcontractors for which the Contractor shall give Notice before appointment	All
	(ii) Subcontractors for which the Contractor shall give Notice before commencement of work	All
	(iii) Subcontractors for which the Contractor shall give Notice before commencement of work on Site	All
4.19	period of payment for temporary utilities	Not Applicable
4.20	number of additional paper copies of progress reports	1 copy
6.5	normal working hours on the Site	From 7:30 am to 5:30 pm & Friday is day of rest
8.3	number of additional paper copies of programmes	1 copy
8.8	Delay Damages payable for each day of delay	XX% of the Contract Price
8.8	maximum amount of Delay Damages	XX% of the Contract Price
13.4 (b)(ii)	percentage rate to be applied to Provisional Sums for overhead charges and profit	Not applicable
14.2	total amount of advance payment (as a percentage of the Accepted Contract Price)	Not applicable
14.2.3	percentage deductions for the repayment of the advance payment	Not Applicable
14.3	period of payment	According to the Schedule of Payment Milestones
14.3 (b)	number of additional paper copies of Statements	1 copy
14.3 (iii)	percentage of retention	Not Applicable
14.3 (iii)	limit of Retention Money (as a percentage of Contract Price)	Not Applicable
14.5 (b)(i)	Plant and Materials for payment when shipped	Not applicable
14.5 (c)(i)	Plant and Materials for payment when delivered to the Site	Not applicable
14.6.2	minimum amount of interim payment	According to the Schedule of Payment Milestones
14.7 (b)(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	56 days
14.7 (b)(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	42 days
14.7 (c)	period for the Employer to make final payment to the Contractor	Not Applicable
14.11.1 (b)	number of additional paper copies of draft Final Statement	2 copies
14.15	currencies for payment of Contract Price	United States Dollars (USD) GST portion in Maldivian Rufiyaa (MVR)
14.15(a)(i)	proportions or amounts of Local and Foreign Currencies are:	

	Local	8% in MVR (GST portion)
	Foreign	92% in USD
14.15 (c)	Currencies and proportions for payment of Delay Damages	United States Dollars (USD) GST portion in Maldivian Rufiyaa (MVR)
14.15(g)	rates of exchange	The rate of Maldives Monetary Authority (Central Bank of Maldives) which was 7 days prior to the Contract signing date
21.1	time for appointment of DAAB	28 days after a party gives notice to the other party of its intention to refer a dispute to a DAAB in accordance with Sub-Clause 20.4
21.1	the DAAB shall comprise	3 members
21.2	Appointing entity (official) for DAAB members	The appointing entity or official (if not agreed between both parties) to be made by the Court of the Country.

PARTICULAR CONDITIONS PART B – SPECIAL PROVISIONS

The Conditions of Contract comprise the “General Conditions”, which form part of “Conditions of Contract for EPC/Turnkey Projects” Second Edition 2017 published by the International Federation of Consulting Engineers (FIDIC), the Contract Data (Particular Conditions – Part A) and the following “Special Provisions” (Particular Conditions – Part B), which include amendments and additions to such General Conditions.

These “Particular Conditions Part B – Special Provisions” are amendments and additions to the “General Conditions” that form part of the Conditions of Contract for EPC/Turnkey Projects” Second Edition 2017 published by the Fédération Internationale Des Ingénieurs-Conseils (FIDIC).

CLAUSE NO.	AMENDMENTS AND ADDITIONS
1	GENERAL PROVISIONS
1.1	Definitions
1.1.1	The Contract
1.1.7	Amend by deleting the Sub-Clause and inserting as follows; “ Contract ” means the Contract Agreement, the Acceptance Letter, these Conditions, the Employer’s Requirements, the Contractor’s Proposal, and further documents (if any) which are listed in the Contract.
1.1.10	Amend by inserting the following words at the end of the Sub-Clause: The words “Contract Price”, “Contract Value”, “Value of Contract”, and “Contract sum” are synonymous.
1.1.43	Delete Sub-Clause 1.1.43 and substitute: “ Laws ” means all national (or state or provincial) legislation, statutes, acts, decrees, rules, ordinances, orders, regulations and by-laws of any legally constituted public authority.
1.1.73	Amend by inserting the following words at the end of the Sub-Clause; The word “ Tender ” is synonymous with “Contractor’s Proposal”.
1.1.76	Amend by inserting the following words at the end of the Sub-Clause 1.1.76:

Time for completing the whole Works shall be the duration stated in Contract Data, calculated from the Commencement Date, whereby;

- (a) the detail architectural and structural designs shall be completed within [Duration in days] days calculated from the Commencement Date;
- (b) the Design Stage shall be completed within a duration of [Duration in days] days from the Commencement Date;
- (c) the Construction Stage shall be completed within a duration of [Duration in days] days calculated from XXth (In Words) day after the Commencement Date.

For avoidance of any doubt, the Design Stage is deemed completed upon Employer's issuance of approval/Notice of No-objection for all Contractor's Documents related to Design Stage as stated in 2.2 of Employer's Requirements. Notwithstanding the issuance of this approval/Notice of No-objection, the Construction Stage for the Works shall commence upon expiry of the allocated duration for the Design Stage, i.e., [Duration in days] (Duration In Words) calendar days calculated from Commencement Date.

1.1.79

Amend by inserting the following words at the end of the Sub-Clause:

"Works shall also mean to include any project component stated or implied in the Contract or any component required to deliver the project in complete as stated in Contract. It shall also mean submission of shop-drawings associated with Permanent Works or the Temporary Works. The word "Project" is synonymous with Works."

1.1.81

Amend by inserting the following new Sub-Clause after Sub-Clause 1.1.80:

"Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Contractor's Proposal, including any annexed memoranda comprising agreements between and signed by both Parties. The "Letter of Acceptance" is synonymous with "Acceptance Letter". If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract, and the date of issuing or receiving the Letter of Acceptance means the date of signing of the Contract.

1.1.82

Amend by inserting the following new Sub-Clause after Sub-Clause 1.1.81:

"Design Stage" means the "Design Stage" referred in the Employer's Requirement.

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- 1.1.83** Amend by inserting the following new Sub-Clause after Sub-Clause 1.1.82:
- “Construction Stage”** means the “Construction Stage” referred in the Employer’s Requirements.
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- 1.1.84** Amend by inserting the following new Sub-Clause after Sub-Clause 1.1.83:
- “Maintenance Stage”** means the “Maintenance Stage” referred in the Employer’s Requirements. The “Maintenance Stage” is synonymous with the term “Defects Notification Period” in the Contract.
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- 1.1.85** Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.84:
- “Company Re-registration Certificate”** means the duly locally registered Company Re-registration Certificate obtained by the Contractor in accordance with The Companies Act of Republic of Maldives (Act no:10/96).
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- 1.1.86** Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.85:
- “Repayment Amount”** means the agreed amount stated in the Schedule of Repayment in the Financial Agreement for any amount covering the **XX%** of the Accepted Contract Amount, interest and other charges proposed and agreed by the Employer and the Contractor.
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- 1.1.87** Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.86:
- “Payback Guarantee”** means the guarantee provided by the Employer to the Contractor for an amount covering the **XX%** of the Accepted Contract Amount. “Payment Guarantee” is synonymous with “Corporate Guarantee”.
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- 1.1.88** Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.87:
- “Schedule of Repayment”** means the schedule which the Contractor submits and is confirmed by both Parties prior to signing of the Financial Agreement for the purpose of paying the Repayment Amount.
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- 1.1.89** Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.88:
- “Milestone(s) Completion Certificate”** means the certificate issued under the Sub-clause 14.16 [*Milestone(s) Completion Certificate*].
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- 1.1.90** Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.89:

“Works Completion Certificate” means the certificate issued under the Sub-clause 14.4 [*Works Completion Certificate*].

1.1.91

Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.90:

“Financial Agreement” means the agreement entered into between the Employer and the Contractor in relation to payment of **XX%** of the Accepted Contract Amount by the Employer and the Repayment Amount by the Employer.

1.1.92

Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.91:

“Temporary Site” means the places or temporary land which the Employer hands over under the title “Temporary Land.” This site is for the purpose of Temporary Works that are to be executed and to which Plant and Materials are to be temporarily stored strictly for the use of the Project.

1.1.93

Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.92:

“Accepted Contract Amount” is **“Amount” (Amount in Words)**, inclusive of tax, duty and any other charges.

1.2

Interpretation

Amend by inserting the following new sub-paragraphs after (j) of the Sub-Clause:

- (k) “Performance Certificate”, “Milestone(s) Completion Certificate” and “Works Completion Certificate” are documents issued instead of the payments to be made during the execution of the Project, with the exclusion of the payment for **XX%** of the Accepted Contract Amount. The actual payments for **XX%** of the Accepted Contract Amount will be made in accordance with the Financial Agreement.
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1.5

Priority of Documents

Delete Sub-Clause 1.5 and substitute:

“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) The Contract Agreement,
- (b) The Letter of Acceptance,
- (c) The Schedule of Payment Milestones,
- (d) The Particular Conditions,
- (e) The General Conditions,
- (f) The Employer’s Requirements, and
- (g) The Contractor’s Proposal.”

1.9

Delete the last paragraph of the Sub-Clause and substitute with the following words:

Employer's Use of Contractor's Documents.

"When the Contractor submits Contractor's Documents to the Employer for approval or review, and once the Employer makes payment for such document, it shall become the property of the Employer."

1.11

Amend by inserting the following words at the end of the Sub-Clause:

Confidential Details

"The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous written agreement of the Employer.

The Contractor further acknowledges that, in performing the Contract, he may have access to confidential information of a non-public or proprietary nature relating to the Employer, its associated entities, their business affairs, clients, customers and employees, governmental and trade secrets and other confidential information data as well as information relating to the Works (together "Confidential Information"). The Contractor undertakes without limit of time:

(a) to use the Confidential Information only for the purposes of performing the Contract and not use the Confidential Information for his own personal gain or benefit or for the benefit of any person other than the Employer or any associated entity; and

(b) to keep the Confidential Information strictly secret and confidential and in particular not to divulge, publish or disclose the Confidential Information whether in whole or in part and whether directly or indirectly to any third party without the prior written consent of the Employer.

For the avoidance of doubt, these undertakings as to confidentiality shall survive the expiry or termination of the Contract howsoever arising.

In the event of termination of the Contract or at any time upon request of the Employer, all Confidential Information shall be returned to the Employer forthwith, including any paper and electronic copies of the same. In the event that any Confidential Information is held on any electronic device in a third party's possession, custody or control, then the Contractor shall confirm in writing that such Confidential Information has been expunged and destroyed. The Contractor further agrees that damages will not be an adequate remedy in the event of any actual or potential breach of their undertakings hereof.

The above undertakings as to confidentiality shall not apply to information which the Contractor can establish to the Employer's satisfaction: -

(a) is in or enters the public domain otherwise than as a consequence of any unauthorized disclosure, act or omission by the Contractor;

(b) is lawfully and properly in the possession of the Contractor at the time it is disclosed to or obtained by the Contractor (as evidenced by the Contractor's written records) and which was not obtained directly or indirectly from the Employer;

(c) is disclosed pursuant to requirements of law."

1.12

Amend by inserting the following words at the end of the Sub-Clause:

Compliance with Laws

"For the avoidance of doubt, the Contractor agrees that he shall comply with all applicable Laws, ordinances, codes and regulations in the performance of his obligations under the Contract, including the procurement of permits and certificates where required. If at any time during the term of the Contract, the Contractor is informed or information comes to his attention that he is or may be in violation of any Laws, ordinance or code (or if it is so determined by any court, tribunal or other authority), the Contractor shall immediately take all appropriate steps to remedy such violation and comply with such Laws, regulation, ordinance or code in all respects. Further, the Contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any Laws, code of practice or corporate policy applicable to him from time to time."

2 THE EMPLOYER

2.2

Amend by inserting the following words at the end of the Sub-Clause:

Assistance

"This Sub-Clause is subject to the provision that under no circumstances whatsoever shall the Employer be under any duty or obligation to carry out any of the matters stated in paragraphs (a) or (b) of this Sub-Clause, and any failure by the Employer to provide assistance in respect of such matters shall not relieve the Contractor from his duties, obligations or responsibilities under the Contract."

Obtaining of Environmental Impact Assessment Decision Statement required for carrying out the construction work in the Project Site will be the responsibility of the Contractor."

2.4

Amend by deleting the sub-paragraph (a) of the Sub-Clause and substituting with the following:

Employer's Financial Arrangements

- (a) receives an instruction to execute a Variation with a price greater than ten percent (10%) of the Contract Price stated in the Accepted Contract Amount, or the accumulated total of Variations exceeds twenty percent (20%) of the Accepted Contract Amount stated in the Contract Agreement;

3 THE EMPLOYER'S ADMINISTRATION

3.2

Amend by deleting the sub-paragraph (b) of the Sub-Clause.

Other Employer's Personnel

3.3

Amend by deleting the sub-paragraph (b) and substituting with the following:

Delegated Persons

- (b) if the Contractor questions any instruction, communication or Notice given by a delegated person, the Contractor may by giving a Notice refer the matter to the Employer. The Employer shall be deemed to have confirmed such instruction, communication or Notice if the Employer does not respond within 14 days after receiving the Contractor's Notice, reversing or varying the delegated person's instruction, communication or Notice.

3.4

Instructions

Amend by deleting the last paragraph of the Sub-Clause and insert the following paragraph at the end of the Sub-Clause;

"The Contractor shall immediately, and before commencing any work related to the instruction, give a Notice to the Employer with reasons. If the Employer does not respond within 14 days (or such other time as may be agreed between the Parties) after receiving this Notice, by giving a Notice confirming, reversing or varying the instruction, the Employer shall be deemed to have revoked the instruction. Otherwise, the Contractor shall comply with and be bound by the terms of the Employer's response."

4 THE CONTRACTOR

4.3

Amend by replacing the last paragraph of the Sub-Clause with the following words:

Contractor's Representative

"The Contractor's Representative and all these persons shall be fluent in English, failing which the Contractor shall make a competent interpreter available at all working hours."

4.4 Subcontractors	Amend by deleting the first paragraph (including (a) and (b)) of the Sub-Clause and replacing with the following words: “The Contractor shall not subcontract any part of the Works without prior approval of the Employer.”
4.19 Electricity, Water and Gas	Delete the second paragraph and amend by inserting the following words at the end of the first paragraph of Sub-Clause: “The Contractor shall obtain temporary electricity and water from the local authorities for his own uses. All the cost should be borne by the Contractor including initial cost and monthly bills. If such services are not available in the Site area, the Contractor shall provide on his own cost alternative methods to obtain electricity, water and any other utility service required to complete the Works.”
4.20 Progress Reports	Amend by inserting the following words at the end of the Sub-Clause; “The Contractor shall prepare and submit daily and weekly progress reports to the Employer in the format in the Employer’s Requirement or any other format given by the Employer. Daily progress report shall be submitted daily and weekly progress reports shall be submitted weekly.”
4.24 Duties and Taxes	Amend by inserting the following new Sub-Clause after Sub-Clause 4.23: “The Contractor shall pay all taxes, duties, and other charges imposed outside the Employer’s country on the production, manufacture, sale, and transport of the Contractor’s Equipment, Plant, Materials, and supplies to be used on or furnished under the Contract, and on the services performed under the Contract; and shall be deemed to be included in the Contract Price. Contractor shall pay all the duties, and any element of taxes, other levies empowered by the Maldivian Government for the execution and completion of the whole Works and remedying of any defects therein; and shall be deemed to be included in the Contract Price.”
4.25 Coordination with the Local Service Providers	Amend by inserting the following new Sub-Clause after Sub-Clause 4.24: “The Contractor shall cooperate and co-ordinate with State Electric Company Limited (STELCO) and Malé Water and Sewerage Company (MWSC), and Maldives National Defence Force (MNDF), Fire and Rescue Service and other relevant local authorities for related Works, during design and execution of Works which includes laying service pipes/cables and follow their guidelines

and instructions. The Employer shall give reasonable assistance in this regard.”

4.26

Financing the Project

Amend by inserting the following new Sub-Clause after Sub-Clause 4.25:

“The Contractor shall make the financial arrangements for **XX%** (Eighty-Five percent) of the Accepted Contract Amount through Contractor's own finance and shall enter into a Financial Agreement with the Employer within 28 days of signing the Contract. The basic terms of the mentioned Financial Agreement shall be as follows;

- Interest: **XX% (In Words)**
- Repayment: **[Number and duration of installments]**
- Grace Period: **XX** months from Commencement Date
- Currency: **US Dollars**
- Security: **Corporate Guarantee**

The Contractor shall submit, within 28 days after receiving any request from the Employer, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Contractor to execute and complete the Works in accordance with Clause 8 [*Commencement, Delays and Suspension*].

5 DESIGN

5.2

Contractor's Documents

Amend by deleting the fourth paragraph under the Sub-Clause 5.2.2.

5.2

Contractor's Documents

Amend by deleting the entire the Sub-Clause 5.2.3. and replace with the following

“5.2.3 Construction

Except for Contractor's Documents under Sub-Clause 5.6 [*As-Built Records*] and Sub-Clause 5.7 [*Operation and Maintenance Manuals*], for each part of the Works requiring Contractor's Documents to be submitted for Review:

- (a) construction of such part shall not commence until a Notice of No-objection is given by the Employer for all the Contractor's Documents which are relevant to its design and execution;
- (b) construction of such part shall be in accordance with these Contractor's Documents; and
- (c) the Contractor may modify any design (after obtaining consent from the Employer) or

Contractor's Documents which have previously been submitted for Review, by giving a Notice to the Employer with reasons. If the Contractor has commenced construction of the part of the Works to which such design or Contractor's Documents are relevant:

- (i) work on this part shall be suspended;
- (ii) the provisions of Sub-Clause 5.2.2 *[Review by Employer]* shall apply as if the Employer had given a Notice in respect of the Contractor's Documents under subparagraph (b) of Sub-Clause 5.2.2; and
- (iii) work on this part shall not resume until a Notice of No-objection is given by the Employer for the revised documents."

5.9

Completion of Design Stage

Amend by inserting the following new Sub-Clause after Sub-Clause 5.8:

"Any Contractor's Documents related to the Design Stage shall not be considered to have been completed until the Employer has issued Notice of No-objection for such documents. The Design Stage shall not be considered to have been completed until the Employer has issued Notice of No-objection for all Contractor's Documents related to Design stage mentioned in the Employer's Requirements."

6 STAFF AND LABOUR

6.1

Engagement of Staff and Labour

Amend by inserting the following new paragraphs at the end of the Sub-Clause:

"The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.

The Contractor may import any personnel who are necessary for the execution of the Works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits, and shall be solely responsible for complying with procedures and processing of such visas and work permits in the Country. The Contractor shall be responsible for the return to the place where they were recruited from or to their domicile of imported Contractor's Personnel.

6.5

Working Hours

Amend by inserting the following new paragraph at the end of the Sub-Clause:

"The Contractor shall respect the Country's recognized festivals, days of rest, and religious or other customs."

6.6

Facilities for Staff and Labour

Amend by inserting the following new paragraphs between the first and second paragraphs of the Sub-Clause:

“Without prejudice to the foregoing, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all the Contractor’s Personnel, including (without limitation) all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses, fire prevention and firefighting equipment, air conditioning, cookers, refrigerators, furniture, and other requirements in connection with such accommodation or amenities. Upon completion of the Contract, unless otherwise agreed with the Employer, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, and shall obtain approval from the Employer for the reinstated condition of the Site.

The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for all the Contractor’s Personnel.

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site an adequate supply of water for drinking and other purposes for the use of the Contractor’s Personnel.”

6.7

Health and Safety

Amend by inserting the following new paragraphs between the first and second paragraphs of the Sub-Clause:

“The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from nuisance by insects, rats, and other pests and reduce their danger to health. The Contractor shall provide suitable prophylactics for the Contractor’s Personnel for the prevention of malaria, and shall take steps to prevent the formation of stagnant pools of water. The Contractor shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as otherwise instructed by the Employer.

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Employer’s Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.”

6.13

Alcoholic Liquor or Drugs

Amend by inserting the following new Sub-Clause after Sub-Clause 6.12:

“The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal of it by Contractor’s Personnel.”

6.14 Amend by inserting the following new Sub-Clause after Sub-Clause 6.13:

Arms and Ammunition

“The Contractor shall not give, barter, or otherwise dispose of to any person, any arms or ammunition of any kind or allow Contractor’s Personnel to do so.”

6.15 Amend by inserting the following new Sub-Clause after Sub-Clause 6.14:

Burial of the Dead

“In the event of the death of any of the imported Contractor’s Personnel or members of their families, the Contractor shall be responsible for making the appropriate arrangements for their repatriation to the place where they were originally recruited from or to their domicile or to any other place as required for burial. The Contractor shall also be responsible, to the extent required by any Laws, for making arrangements for burial of any of his local Personnel who may die whilst engaged upon the Works.”

6.16 Amend by inserting the following new Sub-Clause after Sub-Clause 6.15:

Temporary Site

“If the Contractor requires additional land for Temporary Works, Contractor may request, within 7 (Seven) calendar days from the date of signing of this Contract, for a Temporary Site of reasonable size clearly detailing the purpose and requirement for materials and equipment storage and the need of the Contractor’s staffs and employees for the Project.

If the Contractor fails to request for Temporary Site within this period, it shall be deemed that the Contractor is satisfied with the space within the Site.

Upon receipt of request for Temporary Site, the Employer may lease to the Contractor, subject to assessment of the requirement and availability, and payment of a Security Deposit, a Temporary Site of reasonable size at his sole discretion. The lease amount is MVR 10.00 per sqft per month and the amount of security deposit taken for the Temporary Site will be at MVR 30.00 per sqft.

Notwithstanding the foregoing, the Contractor shall not be entitled for any extension of time or additional cost in delay in handover of the Temporary Site or right of access to, and possession of, the Temporary Site by the Employer.

If any requests are made to increase the area of the allocated Temporary Site, the Employer may increase the area, at his own discretion, to a reasonable size subject to assessment of the requirement and availability, and payment of a Security Deposit. The lease amount is MVR 10.00 per sqft per month and the amount of security deposit taken for the Temporary Site will be at MVR 30.00 per sqft.

The Employer shall be entitled to reduce the size of the Temporary Site based on the requirement as Project progresses. Furthermore, the Employer shall be entitled to void the allocation of the Temporary Site if the Contractor uses the Temporary Site other than for the purpose of the Project authorized by the Employer.

8 COMMENCEMENT, DELAY AND SUSPENSION

8.1

Commencement of Works

Amend by deleting first and second paragraph of the Sub-Clause and replacing with the following words:

“The Commencement Date shall be **XX** days after the date on which Financial Agreement is signed.”

13 VARIATIONS AND ADJUSTMENTS

13.7

Adjustment for Changes in Cost

Amend by deleting the entire contents of the Sub-Clause and replacing with the following: -

“Subject to Sub-Clause 13.6 [*Adjustments for Changes in Legislation*], the Contract Price shall not be subject to any adjustment in respect of rise or fall in the cost of labour, Materials, or any other matters affecting the Cost of execution of the Contract.”

14 CONTRACT PRICE AND PAYMENT

14.1

The Contract Price

Amend by deleting the sub-paragraph (b) of the Sub-Clause and replacing with the following words;

(b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs except as stated in Sub-Clause 13.6 [*Adjustments for Changes in Laws*];

14.3

Application for Interim Payments

Amend by deleting sub-paragraph (c) of the Sub-Clause.

14.4

The Schedule of Payment Milestones

Amend by replacing the Sub-Clause title with “The Schedule of Payment Milestones” and deleting the entire content of the Sub-Clause and replacing with the following words;

"If the Contract includes a Schedule of Payment Milestones, it shall specify the progress percentage, its relevant milestone(s), its estimate value/instalments and the timing of the milestone(s) in its order in which the Contractor intends to complete the Works.

The Schedule of Payment Milestones stated in this Sub-Clause shall align with the time programme stated in Sub-Clause 8.3 [Programme]. Unless otherwise stated in the Schedule of Payment Milestones;

- (a) the percentage and its estimate value/instalments stated in the Schedule of Payment Milestones shall be the estimated Contract values for the purposes of sub-paragraph (i) of Sub-Clause 14.3 [Application for Interim Payments]; and
- (b) if the actual progress is found to be less than that on which the Schedule of Payment Milestones was based, then the Employer may proceed in accordance with Sub-Clause 3.5 [Agreement or Determination] to agree or determine revised Schedule of Payment Milestones, which shall take account of the extent to which progress is less than that on which the instalments were previously based.

If the Contract does not include a Schedule of Payment Milestones, the Contractor shall submit a Schedule of Payment Milestones, specifying the details set above and subject to (a) and (b) above, within 7 days after the Commencement Date.

The actual work progress percentage will be determined by the Employer in reference to the programme under the Sub-Clause 8.3 [Programme]."

14.6

Interim Payments

Amend by inserting new paragraph at the end of the Sub-clause;

"Notwithstanding any other provision of this Contract, the Employer shall not pay under this Sub-Clause any amount during the execution of the Project."

14.7

Payment

Amend by deleting sub-paragraph (c) of the Sub-Clause and inserting the following phrasing at the end of the Sub-Clause;

"Notwithstanding any other provision of this Contract, the Employer will not pay under this Sub-Clause any amount during the execution of the Project. All payments applicable for this Project shall be paid under the Financial Agreement."

14.8

Delayed Payment

This Sub-clause is not applicable.

14.9	Amend by deleting the entire Sub-Clause.
Release of Retention Money	
14.10	Amend by inserting new paragraph at the end of the Sub-Clause;
Statement at Completion	“Notwithstanding any other provision of this Contract, the Employer shall not pay under this Sub-Clause any amount during the execution of the Project.”
14.13	Amend by inserting new paragraph at the end of the Sub-Clause;
Final Payment	“Notwithstanding any other provision of this Contract, the Employer shall not pay under this Sub-Clause any amount during the execution of the Project.”
14.16	Add the following new Sub-Clause at end of the Sub-clause 14.15;
Milestone(s) Completion Certificate	“As a substitute of the payments that has to be made by the Employer under the Sub-Clause 14.6 [<i>Interim Payments</i>], the Employer shall issue the Milestone(s) Completion Certificates within such timing stipulated for Interim payments in accordance to the Sub-Clause 14.7 [<i>Timing of Payments</i>]. Only the Milestone(s) Completion Certificate shall be deemed to constitute acceptance of the particular milestone(s).”
14.17	Add the following new Sub-Clause at end of the Sub-Clause 14.16;
Works Completion Certificate	“As a substitute of the payments that has to be made by the Employer under the Sub-Clause 14.10 [<i>Statement at Completion</i>], the Employer shall issue the Works Completion Certificate within such timing stipulated for interim payments in accordance to the Sub-Clause 14.7 [<i>Timing of Payments</i>].
14.18	Add the following new Sub-Clause at end of the Sub-clause 14.17;
Schedule of Repayment	“The Employer shall repay the Repayment Amount to the Contractor according to the Schedule of Repayment in accordance to Financial Agreement.”

15 TERMINATION BY EMPLOYER

15.2

Termination for Contractor's Default

Amend by inserting the following new sub-paragraphs (i) and (j) at the end of Sub-Clause 15.2.1;

- (i) fails to secure finance for the **XX%** of the Accepted Contract Amount and sign the Financial Agreement with the Employer in the duration stipulated under Sub-Clause 4.26 [*Financing the Project*], or any agreed extended duration;
- (j) fails to submit, within the duration stipulated in Sub-Clause 4.26, reasonable evidence that financial agreements have been made and are being maintained which will enable the Contractor to execute and complete the Works in accordance with Clause 8 [*Commencement, Delays and Suspension*].

Amend by deleting the 2nd paragraph under Sub-Clause 15.2.2 and replacing with the following;

"However, in the case of sub-paragraph (f), (g), (h) (i) or (j) of Sub-Clause 15.2.1 [Notice], the Employer may by giving a Notice under Sub-Clause 15.2.1 immediately terminate the Contract and the date of termination shall be the date the Contractor receives this Notice.

15.3

Valuation after Termination for Contractor's Default

Amend by inserting the following new paragraph at the end of the Sub-Clause;

"Notwithstanding the above, in the event of termination under sub-paragraph (i) of Sub-Clause 15.2.1 [Notice], the Employer shall not be held liable for any expense, loss or damage (direct or consequential) incurred by the Contractor."

20 CLAIM, DISPUTES AND ARBITRATION

21.1

Constitution of the DAAB

Amend by deleting the last sentence of the first paragraph of the Sub-Clause and replacing with the following:

"The Parties shall jointly appoint the member(s) of the DAAB 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a DAAB in accordance with Sub-Clause 21.4"

21.6

Arbitration

Amend by deleting (a) of first paragraph of this Sub-Clause and replacing with the following: -

- (a) The dispute shall be finally settled under the Maldives International Arbitration Centre (hereafter referred as "MIAC") for arbitration in Maldives in accordance with the arbitration rules of the MIAC then in force.

21.8

Amend by deleting the entire contents of the Sub-Clause.

No DAAB in Place

B. GENERAL CONDITIONS OF THE CONTRACT

CONDITIONS OF CONTRACT: GENERAL CONDITIONS

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for EPC/Turnkey Projects” Second Edition 2017 published by Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following PART 2: “Particular Conditions”, which include amendments and additions to such General Conditions.

The General Conditions of Contract and Particular Conditions of Contract shall be read together and in case of any conflict or inconsistency between the conditions contained in them, the Particular Conditions of Contract set forth in Part II shall prevail.

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003

Refer to above FIDIC document which is an integral part of this Contract.