

**SECTION 6:
CONDITIONS OF CONTRACT PART 2:
PARTICULAR CONDITIONS OF CONTRACT.**

for

**Development of Corporate Office
Building in Hulhumalé**

on

**ENGINEERING, PROCUREMENT,
CONSTRUCTION & FINANCING (EPC+F)
MODE**

JUNE 2024

Part 2: Conditions of Contract

PARTICULAR CONDITIONS – PART A

CONTRACT DATA

The Conditions of Contract comprise the “General Conditions”, which form part of the “FIDIC® Conditions of Contract for EPC/Turnkey Projects” Second Edition 2017 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), the following Contract Data (Particular Conditions – Part A) and the “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).

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	
1.1.24	Defects Notification Period (DNP)	
1.1.30	The Employer’s Representative	Maldives Ports Limited, Port Building, Ground Floor (Reception), Malé, Republic of Maldives.
1.1.76	Time for Completion	
1.3 (a)(ii)	agreed methods of electronic transmission	
1.3 (d)	Address of Employer for communications	

Clause	Data to be Given	Data
1.3(d)	Address of Employer's Representative for communications:	
1.3 (d)	Address of Contractor for communications	
1.4	Contract shall be governed by the law of	
1.4	ruling language	
1.4	language for communications	
1.8	number of additional paper copies of Contractor's Documents	
1.14	total liability of the Contractor to the Employer under or in connection with the Contractor	
2.1	After the Contract and Financial Agreement comes in full force and effect, the Contractor shall be given right of access to all or part of the Site within	
2.4	Employer's financial arrangements	
4.2	Performance Security (as percentages of the Contract Price in Currencies)	
	Percent	
	Currency	

Clause	Data to be Given	Data
4.4(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price):	
4.4(b)	parts of the Works for which subcontracting is not permitted	
4.4	(i) Subcontractors for which the Contractor shall give	
	(ii) Notice before appointment	
	(ii) Subcontractors for which the Contractor shall give	
4.19	Period of payment for temporary utilities	
4.20	number of additional paper copies of progress reports	
6.5	normal working hours on the Site	No Restrictions
8.3	number of additional paper copies of programmes	
8.8	Delay Damages payable for each day of delay	
8.8	maximum amount of Delay Damages	
13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit	

Clause	Data to be Given	Data
14.2	Total amount of Advance Payment (as a percentage of the Accepted Contract Amount)	
14.2	Currency or currencies of Advance Payment	
14.2.3	percentage deductions for the repayment of the Advance Payment	
14.3	Period of Payment	
14.3(b)	Number of additional paper copies of Statements	
14.3 (iii)	Percentage of retention	
14.3 (iii)	limit of Retention Money (as a percentage of Contract Amount)	
14.5 (b)(i)	Plant and Materials for payment when shipped	
14.5 (c)(i)	Plant and Materials for payment when delivered to the Site	
14.6.2	minimum amount of interim payment	
14.7 (b)(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	
14.7 (b)(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	

Clause	Data to be Given	Data
14.7 (c)	Period for the Employer to make final payment to the Contractor	
14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)).....	
14.11.1 (b)	number of additional paper copies of draft Final Statement	
14.15	Currencies for payment of Contract Price	
14.15(a)(i)	Proportions or amounts of Local and Foreign Currencies are:	
	Local	
	Foreign	
14.15 (c)	Currencies and proportions for payment of Delay Damages	
14.15(g)	Rates of exchange	
17.2(g)	Forces of nature, the risks of which are allocated to the Contractor).
19.1	permitted deductible limits:	
	permitted deductible limits:	
	insurance required for the Works	To be Negotiated
	insurance required for Goods	To be Negotiated

Clause	Data to be Given	Data
	insurance required for liability for breach of	To be Negotiated
	professional duty	To be Negotiated
	insurance required against liability for fitness for	To be Negotiated
	other insurances required by Laws and by local practice:	To be Negotiated
19.2(1)(b).	additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	To be Negotiated
19.2(1)(iv)	list of Exceptional Risks which shall not be excluded from the insurance cover for the Works	To be Negotiated
19.2(1)(iv)	list of Exceptional Risks which shall not be excluded from the insurance cover for the Works	To be Negotiated
19.2.2	extent of insurance required for Goods amount of insurance required for Goods	To be Negotiated
19.2.3(a)..	amount of insurance required for liability for breach of professional duty	To be Negotiated
19.2.3(b).	insurance required against liability for fitness for purpose	yes / ñ (delete as appropriate)
19.2.3.	period of insurance required for liability for breach of professional duty	To be Negotiated

Clause	Data to be Given	Data
19.2.4	amount of insurance required for injury to persons and damage to property	To be Negotiated
19.2.6	other insurances required by Laws and by local practice (give details)	To be Negotiated
21.1	time for appointment of DAAB	
21.1	the DAAB shall comprise	
21.1	list of proposed members of DAAB	To be proposed (prior to executing Contract).
	- proposed by Employer	1. _____ 2. _____ 3. _____
	- proposed by Contractor	1. _____ 2. _____ 3. _____
21.2	Appointing entity (official) for DAAB members	

PARTICULAR CONDITIONS – PART B

SPECIAL PROVISIONS

The Conditions of Contract comprise the “General Conditions”, which form part of “Conditions of Contract for Construction” 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 “Conditions of Contract for Construction” Second Edition 2017 published by the Fédération Internationale Des Ingénieurs-Conseils (FIDIC).

General Provisions

Clause No.	General Provisions
Definitions 1.1 / The Contract (1.1.1)	
	Amend by deleting the Sub-Clause and inserting as follows.
1.1.7	“Contract” means the Contract Agreement, the Letter of Acceptance, any addenda referred to in the Contract Agreement, these Conditions, the Employer’s Requirements, the Schedules, the Tender, the JV Undertaking (if applicable) and the further documents (if any) which are listed in the Contract Agreement.
	Amend by inserting the following words at the end of the Sub-Clause:
1.1.10	The words “Contract Price”, “Contract Value”, “Value of Contract”, and “Contract Sum” are synonymous.
	Amend by inserting the following words at the end of the Sub-Clause:
1.1.13	The words “Contract Price” and “Contract Value” and “Value of Contract” and “Contract sum” are synonymous
1.1.43	Amend by deleting this Sub-Clause and substituting the following words:

Clause No.	General Provisions
Laws	"Laws" means all national (or state or provincial) legislation, statutes, acts, decrees, rules, ordinances, orders, and 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;
Tender	The word "Tender" is synonymous with "Contractor's Proposal".
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. "Works" is synonymous with "Project"."
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. 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: "Letter of Tender" means the document entitled "Letter of Tender" which was completed by the Contractor and includes the signed offer to the Employer for the Works.
1.1.83	Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.82: "Accepted Contract Amount" is the price stated in the Letter of Acceptance.
1.1.84	Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.83: "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

Clause No.	General Provisions
	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.
1.1.85	<p>Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.84:</p> <p>“Payment Milestone Breakdown” means the document(s) titled as “Payment Milestone Breakdown”, agreed between the Parties, showing progress percentages of the Works required to be completed by the Contractor to be entitled for payment instalments in the Schedule of Payments.</p>
1.1.86	<p>Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.85:</p> <p>“Milestone” means a part of the Works stated in the Payment Milestone Breakdown, and described in detail in the Payment Milestone Breakdown as a Milestone, which is to be completed by the time for completion stated in the Payment Milestone Breakdown, but is not to be taken over by the Employer after completion.</p>
1.5	<p>Delete Sub-Clause 1.5 and substitute:</p> <p>“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:</p> <ol style="list-style-type: none">The Contract Agreement,The Letter of Acceptance,The Addenda (if any)The Particular Conditions Part A – Contract Data,The Particular Conditions Part B – Special Provisions,The General Conditions,The Schedule of Payments,The Employer’s Requirements,The Contractor’s Tender/Proposal, and

Clause No.	General Provisions
	<p>j) any other documents forming part of the Contract.</p> <p>If a Party finds an ambiguity or discrepancy in the documents, that Party shall promptly give a Notice to the other Party, describing the ambiguity or discrepancy. After giving or receiving such Notice, the Employer shall issue the necessary clarification or instruction.”</p>
1.9 Employer’s Use of Contractor’s Documents	<p>Amend by inserting the following words at the end of the Sub-Clause:</p> <p>“When the Contractor submits a Contractor’s Document for approval or Review, such document shall become the property of the Employer. “</p>
1.11 Confidentiality	<p>Amend by inserting the following words at the end of the Sub-Clause:</p> <p>“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: -</p> <p>(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</p> <p>(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.</p> <p>For the avoidance of doubt, these undertakings as to confidentiality shall survive the expiry or termination of the Contract howsoever arising.</p> <p>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</p>

Clause No.	General Provisions
	<p>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.</p> <p>The above undertakings as to confidentiality shall not apply to information which the Contractor can establish to the Employer's satisfaction: -</p> <p>(a) is in or enters the public domain otherwise than as a consequence of any unauthorized disclosure, act or omission by the Contractor;</p> <p>(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;</p> <p>(c) is disclosed pursuant to requirements of law. "</p>
1.12 Compliance with Laws	<p>Amend by inserting the following words at the end of the Sub-Clause:</p> <p>The Contractor shall give all notices, pay all taxes (such as but not limited to; Goods and Services Tax (GST), Business Profit Tax (BPT)), any duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and remedying of any defects: and the Contractor shall indemnify and hold the Employer harmless against and the consequences of any failure to do so.</p> <p>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."</p>
1.14	<p>Amend by inserting the following words at the end of the Sub-Clause:</p>

Clause No.	General Provisions
Joint and Several Liability	<p>“Where the Contractor is a group comprising of two or more persons, these persons shall mutually agree on their leader and inform Employer, within 14 days after signing of the Contract, of such agreement in the form of a document signed/executed by all these persons and approved by the Employer.</p> <p>The Employer shall communicate and deal with the leader, appointed as stated above and representing the Contractor, in all aspects in respect to the Contract/Project. In no event will the Employer be involved in any dispute that may arise between the persons that the Contractor is comprised of.”</p>

THE EMPLOYER

Clause No.	General Provisions
	<p>Amend by inserting the following words at the end of the Sub-Clause:</p> <p>“The Employer shall give the Contractor right of access to, and possession of, all parts of the Site (excluding the Temporary Site) within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.</p>
2.1 Right of Access to the site	<p>If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, those parts of the Site within such times as may be required to enable the Contractor to proceed in accordance with the Programme or, if there is no Programme at that time, the initial programme submitted under Sub-Clause 8.3 [Programme].</p> <p>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”.</p>
	<p>Amend by inserting the following words at the end of the Sub-Clause:</p> <p>“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.</p>
2.2 Assistance	

Clause No.	General Provisions
	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 Employer’s Financial Arrangements	Amend by deleting the sub-paragraph (a) of the Sub-Clause and substituting with the following: (a) receives an instruction to execute a Variation with a price greater than ten percent (10%) of the Accepted Contract Amount stated in the Contract Agreement, or the accumulated total of Variations exceeds twenty percent (10%) of the Accepted Contract Amount stated in the Contract Agreement;

THE EMPLOYER’S ADMINISTRATION

Clause No.	General Provisions
3.2 Other Employer’s Personnel	Amend by deleting the Sub-paragraph (b) of this Sub-Clause.
3.3 Delegated Persons	Amend by deleting the sub-paragraph (b) and substituting with the following: (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.”

The contractor

Clause No.	General Provisions
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4.2 Performance Security	<p>Amend by replacing the second paragraph of 4.2.1 with the following paragraph;</p> <p>The Contractor shall ensure that the Performance Security remains valid and enforceable until the end of Defects Notification Period plus additional 70 days for administrative purposes and until the Contractor has complied with Sub-Clause 11.11 [Clearance of Site]. If the terms of the Performance Security specify an expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days before the expiry date, the Contractor shall extend the validity of the Performance Security until the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site].</p>
4.3 Contractor's Representative	<p>Amend by inserting the following words at the end of the of Sub-Clause.</p> <p>"If the Contractor's Representative, or these persons, is not fluent in English Language, the Contractor shall make a competent interpreter available during all working hours."</p>
4.4 Subcontractors	<p>Amend by inserting the following words at the end of the of Sub-Clause;</p> <p>"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."</p>
4.19 Electricity, Water and Gas	<p>Amend by inserting the following words at the end of the first paragraph of Sub-Clause:</p> <p>"All the cost should be borne by the Contractor including initial costs, monthly bills, termination costs and all associated costs including any charges by local utility authorities. If such services are not available in the Site area Contractor shall provide on Contractor's own cost alternative methods to obtain electricity, water and any other utility service required to complete the Works."</p>
4.20 Progress Reports	<p>Amend by inserting the following words at the end of the of Sub-Clause;</p> <p>"The Contractor shall prepare and submit daily, weekly and monthly progress reports to the Employer as per the Employer's Requirements in the format given by the Employer. Daily progress report shall be submitted daily, weekly progress reports shall be submitted weekly, and monthly progress reports shall be submitted monthly."</p>

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 such as (but not limited to) Goods and Services Tax (GST), Withholding Tax (WHT), Business Profit Tax (BPT), 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 local telecommunication providers, and other relevant local authorities for related Works, during design and execution of Works which includes laying service pipes/cables and follow their guideline and instruction. The Employer shall give reasonable assistance in this regard.

DESIGN

Clause No.	General Provisions
	Amend by deleting the fourth paragraph under the Sub-Clause 5.2.2:
	“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:
5.2 Contractor’s Documents	(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

Clause No.	General Provisions
	<p>has commenced construction of the part of the Works to which such design or Contractor’s Documents are relevant:</p> <p>(i) work on this part shall be suspended;</p> <p>(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 sub-paragraph (b) of Sub-Clause 5.2.2; and</p> <p>(iii) work on this part shall not resume until a Notice of No-objection is given by the Employer for the revised documents.”</p>

STaff and Labour

Clause No.	General Provisions
	<p>Amend by inserting the following new paragraphs at the end of the Sub-Clause:</p> <p>“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.</p>
6.1 Engagement of Staff and Labour	<p>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 or to their domicile of imported Contractor’s Personnel.”</p>
6.5 Working Hours	<p>Amend by inserting the following new paragraph at the end of the Sub- Clause:</p> <p>“The Contractor shall respect the Country’s recognised festivals, days of rest, and religious or other customs.”</p>
6.6 Facilities for Staffs and Labour	<p>Amend by inserting the following new paragraphs between the first and second paragraphs of the Sub-Clause:</p> <p>“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,</p>

Clause No.	General Provisions
	<p>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, subject to the approval of the Employer.”</p>
<p>6.7 Health and Safety</p>	<p>“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 periodically as instructed by the Employer.</p> <p>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.”</p>
<p>6.13 Alcoholic Liquor or Drugs</p>	<p>Amend by inserting the following new Sub-Clause after Sub-Clause 6.12:</p> <p>“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 by Contractor’s Personnel.”</p>
<p>6.14 Arms and Ammunition</p>	<p>Amend by inserting the following new Sub-Clause after Sub-Clause 6.13:</p> <p>“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.”</p>
<p>6.15 Burial of the Dead</p>	<p>Amend by inserting the following new Sub-Clause after Sub-Clause 6.14:</p> <p>“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</p>

Clause No.	General Provisions
6.16 Temporary Site	<p>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.”</p>
	<p>Amend by inserting the following new Sub-Clause after Sub-Clause 6.15:</p> <p>“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 storage of Materials and Contractor’s Equipment, and the need of the Contractor’s Personnel for the Project.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

Commencement Delay and suspension.

Clause No.	General Provisions
8.1 Commencement of Works	<p>Amend by deleting first and second paragraph of the Sub-Clause and replacing with the following words:</p> <p>“Prior to the commencement of any works under this Contract, the Contractor shall provide satisfactory evidence to the Employer of its financial arrangements for the execution of the project.</p>

Clause No.	General Provisions
	<p>The Contractor shall demonstrate that it has secured sufficient funds or credit facilities to meet its financial obligations under this Contract. Such evidence may include, but is not limited to, bank guarantees, letters of credit, or other suitable financial instruments as deemed acceptable by the Employer.”</p>
	<p>Amend by deleting the first paragraph of the Sub-Clause and replacing with the following: -</p> <p>“If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Employer shall be entitled to payment of Delay Damages by the Contractor for this default. Delay Damages shall be the amount stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the relevant Date of Completion of the Works or Section. The total amount due under this Sub-Clause shall not exceed the maximum amount of Delay Damages (if any) stated in the Contract Data.”</p> <p>Amend by inserting the following new paragraph at the end of the Sub-Clause:</p> <p>“The Employer shall by request be entitled to payment of Delay Damages by the Contractor, without:</p> <p>(i) the need for the Employer to submit a Statement or any formal Notice (including any requirement to comply with Sub-Clause 20.2 [Claims for Payment and/or EOT]) or certification; and</p> <p>(ii) prejudice to any other right or remedy.</p> <p>Delay Damages shall be deducted from the payments made to the Contractor. If the amount of Delay Damages exceeds the amount payable to the Contractor at the Date of Completion, the Contractor shall pay the exceeding amount of the Delay Damages to the Employer within 30 days from the Date of Completion.”</p>
8.8 Delay Damages	

VAriations and Adjustments

Clause No.	General Provisions
13.6	
Adjustments for Change in Laws	Amend by deleting the (c) and (d) of the Sub-Clause.

Clause No.	General Provisions
13.7 Adjustments for Changes in Costs	<p>Amend by deleting the entire contents of the Sub-Clause and replacing with the following: -</p> <p>“Subject to Sub-Clause 13.6, 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.”</p>

CONTRACT price and payment

Clause No.	General Provisions
14.2 Advance Payment	<p>Amend by inserting the following item to the end of Sub-clause 14.2.2:</p> <p>(a) the Employer has issued the Notice of No objection to the Schedule of Payment under Sub-Clause 14.4 (a) [Schedule of Payments].</p> <p>Append the following paragraph at the end of the Clause:</p> <p>“The advance payment security shall reduce by the amount of Work completed, until the Contractor has completed Works equal to the full amount of the advance payment. In the event of the Contract terminating, any balance of the advance payment will become due immediately”.</p>
14.3 Application for Interim Payment	<p>Prepend the following paragraph at the start of Clause 14.3:</p> <p>Append the following paragraphs at the end of Clause 14.3:</p> <p>“The Engineer/ER shall certify the amount shown in the Contractor’s Statement, less any amount for which the Engineer/ER has specified his reasons for disagreement and less any deduction certified by the Engineer under relevant clauses citing Employer’s Claims. The amount required to be paid by either party by a DAAB decision shall be included in the certificate. The Engineer/ER may correct any amount previously certified.</p> <p>The Employer shall pay to the Contractor the total amount certified in accordance with the Payment Schedule, less the amount paid as the Advance Payment</p>
14.4 Schedule of Payments	<p>Amend by deleting all content of Sub Clause 14.4 and insert the following:</p> <p>The Contract Price shall be paid in accordance with the Schedule of Payments.</p>

Clause No.	General Provisions
	<p>The Contractor shall submit a Payment Milestone Breakdown indicating the Milestones to be completed for each payment, within 7 (seven) days of signing the Contract. The Employer shall review the Payment Milestone Breakdown submitted by the Contractor and within 7 (seven) days of receiving the Payment Milestone Breakdown, issue either;</p> <p>a) A Notice of No-objection, if the Payment Milestone Breakdown complies with the Contract, and reflects the Project schedule and is consistent with the Contractor’s obligations, or</p> <p>b) A Notice to revise, if the Payment Milestone Breakdown does not comply with the Contract, or does not reflect the Project schedule, or is inconsistent with the Contractor’s obligations.</p> <p>Contractor shall also submit a revised Payment Milestone Breakdown within 7 (seven) days upon receiving a Notice to revise from the Employer.</p> <p>No payment shall be made until the Payment Milestone Breakdown has been approved by the Employer.</p>
<p>14.7 Payment</p>	<p>Amend by replacing (c)(i) of the Sub-Clause with the following words: (i) receives the Final Statement (or if the second paragraph of Sub Clause 14.13 applies, after the expiry of 21 days after the Employer issues the Notice stating the Final Payment);”</p>
<p>14.8 Delayed Payment</p>	<p>Amend by deleting the second paragraph (including (a), (b) & (c)) and replacing with the following words: “A financing charge for delayed payment shall be calculated at the rate of 0.025% of the delayed payment paid in USD”</p>
<p>14.9 Release of Retention Money</p>	<p>Amend by adding the following paragraphs at the end of Sub-Clause 14.9: “When the Taking-over Certificate has been issued for the whole Works, the Employer shall make payment of 100% of the second half of Retention Money to the Contractor if the Contractor obtains (at the Contractor’s cost) a guarantee in amounts and currencies equal to the second half of Retention Money and submits to the Employer. This guarantee shall be issued by an entity within the country, or other jurisdiction to which the Employer gives consent, and shall be in a form agreed by the Employer (but such consent and/or</p>

Clause No.	General Provisions
	agreement shall not relieve the Contractor from any obligation under this Sub-Clause). The Contractor shall ensure that the guarantee is valid and enforceable until the Contractor has executed the Works, as specified for the Performance Security in Sub-Clause 4.2.1. If the terms of the guarantee specify an expiry date, and the Contractor has not so executed the Works by the date 28 days before the expiry date, the Contractor shall extend the validity of the guarantee.”

Termination by employer

Clause No.	General Provisions
15.2	Amend by inserting the following new sub-paragraphs (i) at the end of Sub-Clause 15.2.1; (i) if the total Delay Damages reach 10% of the final Contract Price.
Termination for Contractor’s Default	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) or (i) 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.”

Clause No.	General Provisions
21.1	Amend by deleting the last sentence of the first paragraph of the Sub- Amend by deleting the last sentence of the first paragraph of the Sub- Clause and replacing with the following:
Constitution of the DAAB	“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	Amend by deleting (a) of first paragraph of this Sub-Clause and replacing with the following: -
Arbitration	“(a) The dispute shall be finally settled under the Rules of Arbitration of the Maldives International Arbitration Centre then in force.”



21.8

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

No DAAB in Place
