**SECTION 6: CONDITIONS OF CONTRACT,**

**PARTICULAR CONDITIONS**

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| **FINANCE, DESIGN AND BUILD OF TEMPORARY LABOUR VILLAGE AT HULHUMALÉ PHASE – II. 2020** |

**Malé, Republic of Maldives**

**November 2020**

**Particular Conditions**

These “Particular Conditions” are amendments and additions to the “General Conditions” that form part of the “Conditions of Contract for EPC/Turnkey Projects” First Edition 1999 published by the Federation Internationale des Ingénieurs-Conseils (FIDIC)

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| **Clause No.** | **Amendments and Additions** |
| **GENERAL PROVISIONS** |  |
| **1.1** **Definitions** |  |
| **1.1.1****The Contract** |  |
| **1.1.1.4****Tender** | Insert the following words at the end of the Sub-Clause;The word **“Tender”** is synonymous with Contractor’s Proposal and bid, and the words “tender Documents” is synonymous with “bidding documents”. |
| **1.1.1.6** **Contractor’s Proposal** | After Sub-Clause 1.1.1.5, add the following Sub-Clause:**“Contractor’s Proposal”** means the Contractor’s signed offer for the Works and all other documents which the Contractor submitted therewith (other than these conditions and the Employer’s requirements, if so submitted) as included in the Contract.  |
| **1.1.1.7****Letter of Tender** | After Sub-Clause 1.1.1.5, add the following Sub-Clause:**“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. |
| **1.1.3****Dates, Tests, Periods and Completion** |  |
| **1.1.3.3****Time for Completion** | Time for completing the whole Works shall be the duration stated in Letter of Tender, calculated from the Commencement Date, whereby; the duration for the Design Stage shall be \_\_\_ calendar days; andthe duration for the Construction Stage shall be \_\_\_ calendar days. |
| **1.1.4****Money and Payments** |  |
| **1.1.4.1****Contract price** | Amend by deleting the entire sub clause and substitute following words:“Contract Price” means the agreed amount stated in the Contract for the finance, design, execution and completion of the Works and the remedying of any defects, and includes adjustments (if any) in accordance with the Contract.The words **“Contract Price”**, **“Contract Value”** and **“Value of Contract”** are synonymous. |
| **1.1.5****Works and Goods** |  |
| **1.1.5.8****Works** | 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. It shall also mean submission of shop-drawings associate with Permanent Works or the Temporary Works. |
| **1.1.6****Other Definitions** |  |
| **1.1.6.2****Country** | Amend by inserting the following words at the end of the Sub-Clause:**“Country”** means the Republic of Maldives in which the Sites are located, where the Permanent Works are to be executed. |
| **1.1.6.9****Design stage** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**“Design Stage”** means the Design Stage referred in the Employer’s Requirement. |
| **1.1.6.10****Construction Stage** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**“Construction Stage”** means the Construction Stage referred in the Employer’s Requirement.  |
| **1.1.6.11****Maintenance Stage** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**“Maintenance Stage”** means the Maintenance Stage referred in the Employer’s Requirement. The “Maintenance Stage” is synonymous with the word “Defects Notification Period” in the Contract. |
| **1.1.6.12****Temporary Site** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**“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 in which Plant and Materials are to be temporarily stored. This Temporary Site will be a place considered to be forming a part of the Site under the sub clause 1.1.6.7 (Site). |
| **1.1.6.13****Repayment Agreement** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**"Repayment Agreement"** means the agreement between the Employer and the Contractor executed for the purpose of paying the Repayment Amount.  |
| **1.1.6.14****Schedule of Repayment** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**"Schedule of Repayment"** means the schedule which the Contractor submits and is confirmed by both Parties prior to signing of the Contract.  |
| **1.1.6.15** **Works Completion Schedule** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**"Works Completion Schedule"** means the schedule which the Contractor submits and is confirmed by both Parties prior to signing of the Contract.  |
| **1.1.6.16** **The Repayment Amount** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**"The Repayment Amount"** means the amount defined in the Schedule of Repayment. |
| **1.1.6.17** **Milestone(s) Completion Certificate** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**"Milestone(s) Completion Certificate"** means a certificate issued under Sub-Clause 14.16 *[Milestone(s) Completion Certificate]*. |
| **1.1.6.18****Works Completion Certificate** | Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.6.8:**"Works Completion Certificate"** means a certificate issued under Sub-‑Clause 14.17 *[Works Completion Certificate].* |
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| **1.3****Communications** | Amend by inserting the following words at the end of the Sub-Clause;“The only accepted electronic transmission system will be fax and email.”The Employer’s address is;Road Development Corporation Ltd, 1st floor, MSL Building, Malé, Republic of Maldives Phone: (+960) 3339060Email: mail@rdc.com.mvThe Contractor’s address is;……………………………………………………………………………………………..…………………………………………………………………………………………….……………………………………………………………………………………………. |
| **1.4****Law and Language** | Delete the entire content of the Sub-Clause and substitute with the following words:The Contract shall be governed by and construed in accordance with the Laws of the Republic of Maldives.The language for communication shall be the English Language. |
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| **1.5****Priority of Documents** | Delete the entire content of the Sub-Clause and substitute with the following words: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 Letter of Acceptance (b) The Letter of Tender (c) The Addenda nos. ……… (d) Work Completion Schedule (e) The Particular Conditions of Contract (f) The General Conditions of Contract (g) The Employer’s Requirements, (h) The Contractor’s Tender/Proposal, (i) Repayment Schedule(j) any other documents forming part of the Contract. |
| **1.10****Employer’s Use of Contractor’s Documents** | Delete the entire content of the Sub-Clause and substitute with the following words:When the contractor submits Contractor’s Document for approval or review such document shall become the property of the Employer. |
| **1.12****Confidential Details** | Amend by inserting the following words at the end of the Sub-Clause:“The Contactor 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: -1. 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
2. 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: -1. is in or enters the public domain otherwise than as a consequence of any unauthorised disclosure, act or omission by the Contractor;
2. 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;
3. is disclosed pursuant to requirements of law.”
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| **1.13** **Compliance with Laws** | Amend by inserting the following words at the end of the Sub-Clause: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 the consequences of any failure to do so. 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 to, accounting records) required by any Laws, code of practice or corporate policy applicable to him from time to time. |
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| **1.14****Joint and Several Liability** | Amend by inserting the following words at the end of the Sub-Clause: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.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. |
| **THE EMPLOYER** |  |
| **2.1** **Right of Access to the Site** | Amend by inserting the following words at the end of the Sub-Clause:Contractor may request within 7 days from date of signing of the Contract for Temporary Site (temporary land) of reasonable size for the purpose of storage of Contractor’s Equipment, Materials, Plants, and for the accommodation of the Contractor’s Personnel. If the Contractor fails to request for Temporary Site with 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 provide the Contractor, at Employer’s sole discretion, a Temporary Site (temporary land) of reasonable size 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. |
| **2.2****Permits, Licenses or Approvals** | Amend by inserting the following words at the end of the Sub-Clause: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. |
| **2.5** **Employer’s Claim** | Amend by deleting the last paragraph of this sub clause and substitute the following words;The Employer may deduct this amount from any money due, or to become due, to the Contractor from the Repayment Amount, or claim against the Contractor after submitting a statement to the Contractor. This statement shall consist of details of the Employer’s claim with supporting documents.  |
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| **THE CONTRACTOR** |  |
| **4.1** Contractor’s General Obligations | Amend by deleting the first sentence of first paragraph of this sub clause and substitute the following words;The Contractor shall finance, design, execute and complete the Works in accordance with the Contract, and shall remedy any defects in the Works.  |
| **4.2** **Performance Security** | Delete the first paragraph of Sub-Clause 4.2 and substitute:The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount of five percent (5%) of the total Contract Price in currencies applicable to Contract. |
| **4.3****Contractor’s Representative** | Amend by inserting the following words at the end of the of Sub-ClauseIf 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. |
| **4.11** **Sufficiency of the Contract Price** | Amend by Deleting the last paragraph of the sub clause and substituting the following words Unless otherwise stated in the Contract, the Contract Price covers all the Contractor’s obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper financing, design, execution and completion of the Works and the remedying of any defects. |
| **4.19****Electricity, Water and Gas** | Delete the entire content of the Sub-Clause and substitute with the following words:The Contractor shall obtain temporary electricity and water from the local authorities for Contractor’s own use. 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, Contractor shall provide on Contractor’s own cost alternative methods to obtain electricity, water and any other utility service required. |
| **4.21****Progress Reports** | Delete the first sentence of the first paragraph and amend by inserting the following words at the beginning of the first paragraph of the Sub-Clause:Monthly progress reports shall be prepared by the Contractor and submitted to the Employer in one copy. |
| **4.25****Duties and Taxes** | Amend by inserting the following new Sub-clause after Sub-Clause 4.24:Notwithstanding anything to the contrary, all taxes such as Goods and Services Tax (GST), Withholding Tax (WHT) or duty inherent in the price of Goods or services or which is required to be paid for the design, execution and completion of the Works and remedying of any defects therein shall be deemed to be included in the Contract Price. |
| **4.26****Coordination with the local service providers** | Amend by inserting the following new Sub-clause after Sub-Clause 4.24:The Contractor shall corporate and co-ordinate with State Electric Company (STELCO) and Malé Water and Sewerage Company (MWSC), and Maldives National Defence Force (MNDF), Fire and Rescue Service, during laying service pipes/cables and follow their guideline and instruction. On Contractor’s request, the Employer shall provide necessary assistance in this regard. |
| **4.27****Financing the Project** | Amend by inserting the following new Sub-clause after Sub-Clause 4.24:The Contractor shall arrange the financial arrangements for 85% (Eighty-Five percent) of the Contract Price through Contractor's own finance and shall enter into a Repayment Agreement with the Employer within the duration mentioned in Sub-Clause 15.6 [Termination for Convenience]. The basic terms of the mentioned Loan Agreement shall be as follows;* The Contractor shall finance 85% of the Contract Price
* The grace period shall be at least equivalent to the period of construction (Until the Work Completion Certificate is issued)
* The repayment period shall not be less than 3 years (excluding grace period)
* The repayment period shall start from the end of grace period
* The Contract Price shall include the interest and financing costs of 85% contractor financing portion
* The repayments will be made on an equal instalment basis and repaid monthly or quarterly
* A separate Repayment Agreement will be entered with Employer and Contractor
* Contractor shall submit a Schedule of Repayment reflecting the terms above and both Employer and Contractor shall agree on the Schedule of Repayment before signing of Contract.
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| **DESIGN** |  |
| **5.1****General Design Obligations** | Amend by inserting the following words at the end of the Sub-Clause:The Basic Architectural and Services layout Design had been developed by the Employer. The Contractor shall complete the full detailed drawings including all the construction drawings, shop drawings.Employer shall not be responsible for any design parameters, and Contractor shall not take any information provided in Employer’s Requirement as design parameters unless the Contractor has confidence that such information is accurate.  |
| **5.2** **Contractor’s Documents** | Delete the first sentence in the fourth paragraph and amend by inserting the following words at the beginning of the fourth paragraph of the Sub-Clause:Each review period shall not exceed 14 days, calculated from the date on which the Employer receives a Contractor’s Document and the Contractor’s notice. |
| **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 approval for such documents. The Design Stage shall not be considered to have been completed until the Employer has issued approval for all Contractor’s Documents related to Design stage mentioned in the Employer’s Requirement. |
| **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 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.  |
| **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 recognised festivals, days of rest, and religious or other customs. |
| **6.6****Facilities for Staffs 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. |
| **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 periodically as instructed by the Engineer.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. |
| **6.12****Alcoholic Liquor or Drugs** | Amend by inserting the following new Sub-clause after Sub-Clause 6.11:“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.” |
| **6.13****Arms and Ammunition** | Amend by inserting the following new Sub-clause after Sub-Clause 6.11: 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. |
| **6.14****Burial of the Dead** | Amend by inserting the following new Sub-clause after Sub-Clause 6.11: 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. |
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| **COMMENCEMENT, DELAY AND SUSPENSION** |  |
| **8.1** **Commencement of Works** | Amend by deleting the first paragraph, (including (a) and (b)), of the Sub‑Clause and replacing with the following words:The Commencement Date shall be; 1. the date on which the Employer hands over the Site (excluding Temporary Site) to the Contractor; or
2. the date 7 days after the date on which the Repayment Agreement comes into effect;

whichever date is later. |
| **8.7****Delay Damage** | In Sub Clause 8.7, the sum referred to in the second sentence of the first paragraph shall be 0.025% of the Contract Price as delay damages in respect of the Works, payable (per day) in the proportions of currencies in which the Contract Price is payable. The maximum amount of delay damages shall be five percent (5%) of the Contract Price.  |
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| **VARIATIONS AND ADJUSTMENTS** |  |
| **13.8****Adjustments for Changes in Costs** | Amend by deleting the entire contents of the Sub-Clause and replacing with the following: Subject to Sub-Clause 13.7, 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. |
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| **CONTRACT PRICE AND PAYMENT** |  |
| **14.1****The Contract Price** | Amend by deleting the entire Sub‑Clause and replacing with the following words:The Employer shall pay 15% of Contract Price as an advance payment. The Contract Price is subjected to adjustment in accordance with the Contract.The Contractor shall pay all taxes such as Goods and Services Tax (GST), Withholding Tax (WHT), 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 13.7 *[Adjustments for Changes in Legislation]*. |
| **14.2****Advance payment** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:The Employer shall make an advance payment equivalent to 15 % of the Contract Price, for mobilization and design, subject to the Contractor’s submission of a guarantee in accordance with this Sub‑Clause.The Employer shall pay the advance payment after receiving (i) a Statement (under Sub Clause 14.3 *[Application for Milestone(s) Completion Certificate]*), (ii) the Performance Security in accordance with Sub-Clause 4.2 *[Performance Security]*, and (iii) a guarantee in amounts and currencies equal to the advance payment. This guarantee mentioned in (iii) shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer. Unless and until the Employer receives this guarantee, this Sub-Clause shall not apply. The Contractor shall ensure that the guarantee is valid and enforceable until the Taking Over Certificate is issued. If the terms of the guarantee specify its expiry date, and the Taking Over Certificate is issued by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.  |
| **14.3****Application for Milestone{s) Completion Certificate**  | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:The Contractor shall submit a Statement in two copies to the Employer after completing the milestone stated in the Works Completion Schedule, in a form approved by the Employer, showing in detail the Value of the milestone(s), together with supporting documents which shall include the relevant report on progress in accordance with Sub-Clause 4.21 *[Progress Reports]*.  |
| **14.4****Works Completion Schedule** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:The Works Completion Schedule 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 Works completion schedule stated in this clause shall align with the time programme stated in sub clause 8.3 *[Programme]*. If the actual progress is found to be less than that on which the Works Completion Schedule was based, then the Employer may proceed in accordance with Sub-Clause 3.5 *[Determinations]* to agree or determine revised Works Completion Schedule, which shall take account of the extent to which progress is less than that on which the instalments were previously based. The actual work progress percentage will be determined by the Employer in reference to the programme under the sub clause 8.3 *[Programme]*. |
| **14.5****Plant and Materials intended for the Works** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:The Contractor shall not be entitled to any payment for Plants and Materials which are not yet on the Site. For avoidance of doubt, the Contractor shall be entitled to payment only upon completion of the milestone(s), and in amounts allocated thereto, in the Works Completion Schedule. |
| **14.6****Interim Payments** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:Notwithstanding anything to the contrary, the Employer shall not pay under this Sub-Clause any amount at any point of time of the Project, nor shall the Contractor be entitled to claim for any such amounts. |
| **14.7 Timing of Payments** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:The Employer shall pay to the Contractor the advance payment within 42 days after the Commencement Date or within 21 days after the Employer receives the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment] whichever is later.  |
| **14.9** **Payment of Retention Money** | Delete the entire content of the Sub‑Clause. |
| **14.10** **Statement at Completion** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Employer two copies of a Statement at completion with supporting documents, showing,(a) the value of all the Milestones in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,(b) any further sums which the Contractor considers to be due, andThe Employer shall then certify in accordance with Sub-Clause 14.17 [Work Completion Certificate]. |
| **14.11** **Application for Final Payment** | Delete the entire content of the Sub‑Clause. |
| **14.12** **Discharge** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:Within 56 days after receiving the Performance Certificate the Contractor shall submit a written discharge which confirms there is no balance due payment that needs to be made by the Employer to the Contractor in connection with the Contract except the Repayment Amount. |
| **14.13** **Final Payment** | Amend by deleting the entire content of the Sub‑Clause and replacing with the following words:Notwithstanding anything to the contrary, the Employer shall not pay under this Sub-Clause any amount at any point of time of the Project, nor shall the Contractor be entitled to claim for any such amounts. |
| **14.14** **Cessation of Employer’s Liability** | Delete the entire content of the Sub‑Clause. |
| **14.15****Currencies of Payment** | Amend by deleting the entire contents of the Sub-Clause and replacing with the following:The Contract Price shall be paid in Maldivian Rufiyaa (MVR). Thus, the applicable currency and proportion for this Contract is in Maldivian Rufiyaa (MVR) and in 100% respectively. All payments made in accordance with the Contract shall be in Maldivian Rufiyaa (MVR). |
| **14.16** **Milestone{s) Completion Certificate** | Amend by inserting the following new Sub-Clause after Sub-Clause 14.15:No certificate will be issued until the Employer has received and approved the Performance Security. Thereafter, the Employer shall within 28 days after receiving a Statement and supporting documents, give to the Contractor notice of any items in the Statement with which the Employer disagrees, with supporting particulars. The Employer shall issue the Milestone(s) Completion Certificate within 56 days after receiving each Statement under Sub-Clause 14.3 *[Application for Milestone{s) Completion Certificate]* and supporting documents.Only the Milestone(s) Completion Certificate shall be deemed to constitute acceptance of the particular milestone(s). |
| **14.17** **Works Completion Certificate** | Amend by inserting the following new Sub-Clause after Sub-Clause 14.15:No certificate will be issued until the Employer has received and approved the Performance Security. Thereafter, the Employer shall within 28 days after receiving a Statement and supporting documents, give to the Contractor notice of any items in the Statement with which the Employer disagrees, with supporting particulars. The Employer shall issue the Works Completion Certificate within 56 days after receiving the Statement at Completion under sub clause 14.10 (Statement at completion)) and supporting documents.Only the Works Completion Certificate shall be deemed to constitute acceptance of the whole Works. |
| **14.18****Schedule of Repayment** | Amend by inserting the following new Sub-Clause after Sub-Clause 14.15:The Employer shall repay the Repayment Amount to the Contractor in accordance with the Schedule of Repayment and the Repayment Agreement. |
| **14.19****The Repayment Amount** | Amend by inserting the following new Sub-Clause after Sub-Clause 14.15:The Repayment Amount shall be the Contract Price arrived at the completion of the Project, after making adjustment in accordance with the Contract, and less the advance payment paid by the Employer in accordance to sub clause 14.2 (Advance Payment)The Employer may deduct any amount due under sub clause 2.5 (Employer’s Claim) from any amount due to Contractor or under any part of the Contract from the Repayment Amount. The Commencement date of the Repayment Amount will start from the Date when the Employer issues the Works Completion Certificate under the Sub clause 14.17 (Works Completion Certificate |
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| **TERMINATION BY EMPLOYER** |  |
| **15.5****Employer’s Entitlement to Termination** | Amend by deleting the last sentence of the first paragraph of the Sub-Clause.  |
| **15.6****Employer’s Entitlement to Termination for Failure to Execute Repayment n Agreement** | Amend by inserting the following new Sub-Clause after Sub-Clause 15.5:The Employer shall be entitled to terminate the Contract, without prior notice, in the event the Repayment Agreement for 85% of the Contract Price, referred to in Sub-Clause 4.27 *[Financing the Project]*, is not signed within 30 (thirty) days from the signing of the Contract.Either Party may request in writing to extend the above duration prior to the expiration of it and receive written acceptance by the other Party for such extension.  |
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| **CLAIMS, DISPUTES AND ARBITRATION** |  |
| **20.3****Failure to Agree Dispute Adjudication Board** | The appointing entity or official (if not agreed) to be made by the Court of the Country. |
| **20.6** **Arbitration** | Amend by deleting the contents of the Sub-Clause entirely and by replacing with the following:Unless settled amicably, any dispute in respect of which the DAB’s decision (if any) has not become final and binding shall be finally settled under the relevant court of Maldives.A dispute claim may be commenced prior to or after completion of the Works. The obligations of the Parties and the DAB shall not be altered by reason of any dispute claim being conducted during the progress of the Works. |