

Section 2 – Particular Conditions

These “Particular Conditions” are amendments and additions to the “General Conditions” that form part of the “Conditions of contract for DESIGN, BUILD AND OPERATE PROJECTS” First Edition 2008, published by the Federation International des Ingénieurs-Conseils (FIDIC).

Item	Sub-Clause	Data
Clause 1		
Day	1.1.28	At the end of Sub-Clause 1.1.28, insert: “Day” means a calendar day and “year” means 365 consecutive calendar days
Country	1.1.25	At the end of Sub-Clause 1.1.25, insert: “Country” means the Republic of Maldives in which the Sites are located and where the Permanent Works are to be executed.
Works	1.1.82	At the end of Sub-Clause 1.1.82, insert: “Works” shall also mean to include any Project component stated or implied in the Contract. It shall also mean submission of shop drawings associated with Permanent Works or the Temporary Works.
Site	1.1.72	At the end of Sub-Clause 1.1.72, insert: “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. This Temporary Site will be a place considered to be forming a part of the Site under the Sub-Clause 1.1.72 (Site).
Notices & Other Communications	1.3	At the end of Sub-Clause 1.3, insert: All the notices and relevant documents related to Contract shall be written in English, and shall be sent by registered mail, e-mail, and/or fax to the following address: The Employer’s address; The Employer’s representatives’ address;

Item	Sub- Clause	Data
<i>Employer's Use of Contractor's Documents</i>	1.11	<p><i>At the end of Sub-Clause 1.11, insert:</i></p> <p>When the Contractor submits Contractor's Document for Approval or review such document shall become the property of the Employer.</p>
<i>Confidential Details</i>	1.13	<p><i>At the end of Sub-Clause 1.13, insert:</i></p> <p>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.</p>
<i>Compliance with Laws</i>	1.14	<p><i>At the end of Sub-Clause 1.14, insert:</i></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>
<i>Priority of Documents</i>	1.5	<p><i>Delete Sub-Clause 1.5 and substitute:</i></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"> 1.Contract Agreement 2.Award Notification Letter (if any) 3.Appendix to Tender 4. Particular Conditions of Contract 5.General Conditions of Contract 6.Technical Specification 7.BOQ 8.Drawing 9.The Employer's Requirements

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		<p>10.The Contractor’s Proposal, and, 11.Appendices</p> <p>Where discrepancies occur between documents, the Employer shall decide the appropriate interpretation and instruct the Contractor accordingly.</p> <p>No instructions issued under this Clause shall substitute a variation.</p>
Clause 4		
Electricity, Water and Gas	4.19	<p><i>At the end of Sub-Clause 4.19, insert:</i></p> <p>The Contractor shall bear the cost for electricity and water 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, which are required to complete the Works.</p>
Clause 8		
Program	8.3	<p><i>At the end of Sub-Clause 8.3, insert:</i></p> <p>The Contractor shall submit a program within 28 Days of contract signing</p>
Clause 9		
Delay Damages	9.6	<p><i>At the end of Sub-Clause 9.6, insert:</i></p> <p>Liquidated Damages shall be charged at a rate of 0.05% of Contract price per day to a limit of 15% of Contract.</p>
Clause 13		
Variation Procedure	13.3	<p><i>Delete sub clause 13.3 and substitute;</i></p> <p>The Contract Price is a fixed lump sum and it not subject to adjustments due to re measurement</p>
Payment in Applicable Currencies	13.4	<p><i>Add to this Sub-Clause;</i></p> <p>Payment shall be made in Maldivian Rufiyaa and in United States Dollars for Foreign Parties</p>
Clause 20		
Arbitration	20.8	<p><i>Delete sub clause 20.8 and substitute;</i></p> <p>Any dispute which has been the subject of a notice of dissatisfaction shall be referred to and finally resolved by Arbitration administrated by Maldivian International Arbitration Center in accordance with the Arbitration Rules acceptable to all Parties.</p>

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		<p>The language of the Arbitration shall be English. The Seat of Arbitration shall be Maldives.</p> <p>The Parties also waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made.</p> <p>The Arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of (or on behalf of) the Employer, and any decision of the Adjudicator or Dispute Adjudication Board, relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the Arbitrators to the evidence or arguments previously put before the Adjudicator or Dispute Adjudication Board to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.</p>