

## PARTICULAR CONDITIONS

<b>FIDIC Short Form Contract Clause Reference</b>	<b>Particular Conditions Amendments</b>
<b>10.3 Early Warning</b>	<p>The standard article still holds, with an addition of the following:</p> <p><i>“Prompt notice in this case shall be taken to be 2 days. The Employer shall accept or reject the Time for Completion or additional payment within 2 days, giving detailed reasons in the case of rejection”</i></p>
<b>10.5 – Variation and Claim procedure</b>	<p>The standard article is amended to the following:</p> <p><i>“The Contractor shall submit to the Employer an itemised make-up of the value of Variations and claims within 2 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. If the absence of agreement, the Employer shall determine the value”</i></p>
<b>11.2 – Monthly Statements</b>	<p>The standard article is deleted.</p>
<b>11.3 – Interim Payments</b>	<p>The standard article is amended to the following:</p> <p><i>“Within 14 days of delivery of each invoice, the Employer shall pay to the Contractor the amounts shown below, however, it shall be noted that the amounts may have slight variation as the final amount will be subject to actual measured works.</i></p> <p><i>Payments will be made in three instalments based on milestone of works done</i></p> <ul style="list-style-type: none"> <li>• <i>30% of contract amount (1<sup>st</sup> Instalment) shall be paid to the contractor after 30% of works completed.</i></li> <li>• <i>30% of contract amount (2<sup>nd</sup> Instalment) shall be paid to the contractor after 70% of works completed.</i></li> <li>• <i>40% of contract amount (3<sup>rd</sup> Instalment) shall be paid to the contractor after 100% of works completed.</i></li> </ul>
<b>11.4 – Payment of First Half of Retention</b> <i>Replaced with</i>	<p>This standard article is hereby fully deleted and amended to the below:</p>
<b>11.4 – Method of retention</b>	<p><i>Upon bidding for the contract, the Contractor shall supply a bank guaranteed deposit of 10% of the total amount of the offer. This deposit shall be used in lieu of retention payments. Where the Contractor does not comply with Sub-Clause 9.1 within a reasonable time (the time of which shall be 14 days), the deposit will be used by the Employer to remedy any defects, with any remaining balance returned to the Contractor within the time specified in the</i></p>

	<i>Contract documents.</i>
<b>11.5 – Payment of Second Half of Retention</b>	The standard article is deleted.
<b>11.6 – Final Payment</b>	The standard article is deleted.
<b>12.1 – Default by Contractor.</b>	<p>The standard article still holds, with an addition of the following:</p> <p><i>“If the contractor fails to start the construction works within ten (10) days after signing of the contract without official communication in writing and without showing any cause, the employer will provide three days notice to the contractor and in the event no work has been commenced then the employer will have no option but to terminate the contract”</i></p>
<b>13.1 – Contractor’s Care of the Works</b>	<p>The standard article has as an addition:</p> <p><i>“The Contractor shall ensure that all workers at the site shall wear Personal Protective Equipment in compliance with the safety regulations, and shall bear all the cost for this equipment”</i></p> <p><i>The Contractor shall be responsible for the safety of all activities on the Site to ensure safety of all the learners in the school. The following minimum requirements will be undertaken.</i></p> <p><b>Safety barriers:</b>  <i>The contractor shall cordon off all works and excavations that may pose danger to the public and school children within the school using barrier tapes of the pelican type or equivalent. Sites of deep excavations and or lifting of any materials containers shall be marked with “DANGER SIGN” clearly legible from 5m distance.</i></p> <p><b>Medical Facilities:</b>  <i>It is mandatory that the contractor employing more than twenty people should appoint (in writing) a safety supervisor. A safety supervisor advises the school management on all matters regarding safety, hygiene and welfare of school children and school management by the Contractor's undertaking on the site. The safety officer may in addition carry out other duties.</i></p> <p><i>The contractor shall provide adequate first aid equipment on the site, and ensure that at least two of his site staff is competently trained in first aid.</i></p> <p><b>Handwashing facilities:</b>  <i>The Contractor shall provide a hand washing station with soap and water to all works”</i></p>
<b>18.2 – Insurance of Works and Contractor’s Equipment</b> <b>18.3 Insurance</b>	<p>All Sub-Clauses remain the same, except the addition of the following to each Sub-Clause:</p> <p><i>“The Contractor retains the sole responsibility for insurance as specified in this Sub-Clause and shall hold Concern harmless for any claims.</i></p>

<p><b>against Injury to Persons and Damage to Property</b></p> <p><b>18.4 Insurance for Contractor's Personnel</b></p>	<p><i>The company providing the Insurance for all Insurance specified in this Sub-Clause, including that for Works, Contractor's Equipment, Injury to Persons, Damage to Property and Contractor's Personnel shall be one that is approved by the Employer. Copies of Insurance cover shall be provided to the Employer by the Contractor.</i></p> <p><i>If insurance cover is not available for purchase by the Contractor, the Contractor agrees to accept liability for any claims, costs and any other liabilities that would otherwise have been covered under a standard insurance policy as specified under this Sub-Clause. Acceptance of this shall be submitted in writing from the Contractor to the Employer within 15 days of the signing of this Contract Agreement"</i></p>
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