**This Addendum No. 1 to the Conditions of Contract PWD 203A (Rev. 1/2010) consisting of 4 pages (including this page) which are and shall be read and construed as part of the said Contract.**

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| …………………………………  Signature of Contractor |  | ………………………………………  Signature of Officer |
| Name In Full :………………………………… |  | Name In Full :…………………………….. |
| I.C No. : ………………………………………. |  | I.C No. : …………………………………… |
| In the capacity of ……………………………. |  | In the capacity of ………………………… |
| Duly authorised and sign on behalf of  Contractor’s Chop or Seal |  | Duly authorised and sign on behalf of the Government  Official Chop or Seal |
| Witness: ……………………………………… |  | Witness : ………………………………….. |
| Name In Full : (………………………………..) |  | Name In Full : (…………………….……….) |
| I.C No. : ………………………………………. |  | I.C No. : …………………………………… |
| Occupation : …………………………………. |  | Occupation : ……………………………… |
| Address : ………………………………………........  ……………………………………………  …………………………………………… |  | Address : …………………………………………..  …………………………………………    …………………………………………. |

**ADDENDUM NO. 1 TO THE CONDITIONS OF CONTRACT**

**PWD 203/203A (Rev. 1/2010)**

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| **NO. AMENDMENTS** |

**1. Page 20, Clause 28**

Substitute the whole of Clause 28.0 with the new Clause 28.0 as follows:

28.1 Subject to compliance with the terms and conditions under this Contract, The Contractor shall be entitled for Interim Payment certified by the S.O.’s monthly evaluation (or more often at the discretion of the S.O.). Provided always that the Contractor shall submit to the S.O., at such times and in such form as the S.O. may prescribe, written application for Interim Payments showing the amounts which in the Contractor’s opinion are due under the Contract Payments. The submission shall include the following:

(a) the value of Works done and properly executed and valued in accordance with these terms of Contract;

(b) the amount of any valuation of variations or of the instructions by the S.O. (clause 25);

(c) the amount in regard to the expenditure of Provisional Sums and Prime Cost Sums executed or expended (clause 34);

(d) the value of any goods or unfixed materials delivered to or adjacent to the Site intended for use or to be incorporated into the Works;

(e) the value of fluctuation of price pursuant to clause 30: and

(f) all relevant documents including site measurement, working diagrams, delivery orders, relevant invoices, as-built drawings, shop drawings relevant tests and environmental impact assessment of the Works or other relevant documents as the S.O. may require, to substantiate the Contractor’s written application for interim payments,.

28.2 The S.O. shall within fourteen (14) days from the date of receipt of the application for Interim Payments, inspect and verify the Works, and make a valuation of the same and issue an Interim Payment Certificate stating the amount due to the Contractor from the Government PROVIDED THAT the total value in each monthly valuation shall not be less than the sum referred to in Appendix 1.

28.3 The amount stated as due in an Interim Payment Certificate shall be the estimated total value of the Works done and properly executed and up to ninety (90) percent of the value of any goods or unfixed materials delivered to or adjacent to the Site intended for use or to be incorporated into the Works up to and including the date the valuation was made, less any payments (including Advance Payment) previously paid under this Contract. PROVIDED THAT such Certificate shall only include the value of the said goods or unfixed materials as and from such time as they are reasonably and properly and not prematurely delivered to or adjacent to the Site and adequately protected against weather, damage or deterioration.

28.4 This clause shall not apply to any unfixed materials and goods which are supplied and delivered by Nominated Suppliers for which payment shall be made for the full value of the unfixed materials and goods.

28.5 Within a number of days as stated in Appendix (or if none stated then within thirty (30) days of the issue of any such Interim Certificate), the Government shall make a payment to the Contractor as follows:

* 1. where the Performance Bond is in the form of a Banker’s, Insurance or Finance Company Guarantee, payment shall be made on the amount certified as due to the Contractor in the said Interim Certificate; or
  2. where the Performance Bond is in the form of a Performance Guarantee Sum, payment of ninety percent (90%) on the amount certified as due to the Contractor shall be made with the remaining ten percent (10%) being retained by the Government as a Performance Guarantee Sum. PROVIDED THAT when the sum retained is equivalent to five percent (5%) of the Contract Sum then in any subsequent Certificate, payment shall be made on the full amount certified as due to the Contractor.

28.6 If the Contractor fails to submit full particulars of written application for Interim Payment as stipulated in clause 28.1, the S.O. shall make the valuation of works based on the available documents to him for the purpose of the Interim Payment Certificate. The Government shall be discharged from all liabilities in connection with the Interim Payments.

**2. Page 21, Clause 31**

Substitute the whole of Clause 31.0 with the new Clause 31.0 as follows:

31.1 As soon as is practicable but not later than three (3) months after the issuance of the Certificate of Practical Completion, the Contractor shall submit full particulars complete with receipts, vouchers records that would substantiate the Contractor’s claim under clause 44 together with any documents, supporting vouchers and any explanation and calculations including documents relating to the accounts of Nominated Sub-Contractors or Nominated Suppliers, which may be necessary to enable the Final Account to be prepared by the S.O. PROVIDED ALWAYS the Contractor had given the notice of claim in writing within the stipulated time or times in the said provisions.

31.2 Within three (3) months after issuance of the Certificate of Completion of Making Good Defects, the Contractor shall submit to the S.O. a statement of the final account showing in detail the value in accordance with the Contract, of the Works carried out together with all further sums which the Contractor considers to be due to him after giving credit to the Government for all amounts previously paid by the Government and for all sums to which the Government is entitled under the Contract up to the date of the Certificate of Completion of Making Good Defects or the Certificate of Completion of Maintenance, as the case may be. The Final Account shall be supported by all documentation substantiating the value of the same.

31.3 If the Contractor fails to submit full particulars of all claims within the stipulated period, the S.O. shall forthwith make the assessment based on the available documents submitted by the Contractor for the purpose of the Final Account. The Government shall be discharged from all liabilities in connection with the claims.

31.4 Within three (3) months after the expiry of the Defects Liability Period for the whole of the Works or three (3) months after the issue of the Certificate of Completion of Making Good Defects under clause 48 hereof, whichever is the later, the S.O. shall issue the Final Certificate.

31.5 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers records showing the S.O.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this Contract. After setting out or allowing for all payments or other expenditure of the Government or any permitted deductions made by the Government or the S.O. on its behalf, the Final Certificate shall state any final balance due from the Government to the Contractor or from the Contractor to the Government, as the case may be, which shall thereupon become the debt payable. Such certificate shall also take account of any outstanding permitted deductions not yet made by the Government under the terms of this Contract whether by way of liquidated damages or otherwise.

31.6 No final payment due to the Contractor under the Final Certificate, shall be made unless and until the Contractor shall have satisfied the S.O. by means of a Statutory Declaration made by or on behalf of the Contractor to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by sub-contractors, whether nominated or otherwise (including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1955, the Employee's Social Security Act 1969, the Employee's Provident Fund Act 1965 and any other laws relevant to the employment of workmen, have been paid.

**3. Page 27, Clause 40**

3.1 Substitute clause 40.1 with the new clause 40.1 as follows:

40.1 If the Contractor fails to complete the Works by the Date for Completion or within any extended time granted pursuant to clause 43, the S.O. shall issue a Certificate of Non-Completion to the Contractor.

3.2 Substitute clause 40.2 with the new clause 40.2 as follows:

40.2 Without prejudice to the Government’s right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, the Government shall be entitled to recover from the Contractor, Liquidated and Ascertained Damages calculated at the rate stated in Appendix 1 from the date of the failure to complete the work pursuant to clause 40.1 to the date of the Practical Completion or the date of termination of this Contract. The S.O. may deduct such Liquidated and Ascertained Damages from any money due or to become due to the Contractor, failing which such damages shall be recovered from the Performance Bond or as a debt due from the Contractor. The S.O. shall inform the Contractor in writing of such deduction.