

Dispute settlement mechanism		
PPA (<i>Clause 24</i>) Dispute	FIDIC (<i>Clause 20</i>) Claims, Disputes and Arbitration	MoWUD (<i>Clause 67</i>) Settlement of Disputes-Arbitration
❖ If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.	❖ If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract.	❖ If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, or the execution of the Works whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall,
❖ The Performance Security shall be discharged by the Public Body and returned to the Contractor not later than twenty-eight (28) days following the date of issuing of the signed Final Statement of Account referred to in GCC Clause 65, for its total amount except for amounts which are the subject of amicable settlement of disputes, unless specified otherwise in the SCC. (<i>Clause 58.8</i>)	❖ The Contractor shall give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance	❖ The first place be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so give written notice of his decision to the Employer and the Contractor. Subject to appeal to MoWUD or its Authorized Representative, as hereinafter provided. Such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the Works with all due diligence whether the Employer or Contractor requires arbitration as hereinafter provided, or not.
	❖ The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied. (<i>Clause 4.2</i>)	

❖ The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. (Clause 25.1)	❖ If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.	❖ If the Consultant has given written notice of his decision to the Employer and the Contractor and no claim to appeal has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor.
❖ The Adjudicator shall be paid by the hour at the rate specified in the Bid Data Sheet and Special Conditions of Contract, together with reimbursable expenses of the types specified in the Special Conditions of Contract, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding. (Clause 25.2)	❖ Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Employer, the Contractor shall send to the Employer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect: 1. this fully detailed claim shall be considered as interim; 2. the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Employer may reasonably require (Contractor's Claims 20.1)	❖ If the Engineer shall fail to give notice of his decision, as aforesaid, within a period of ninety days after being requested as aforesaid or if either the Employer or the Contractor be dissatisfied with any such decision then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision or within ninety days after the expiration of the first named period of ninety days, as the case may be required that the matter or matters in dispute be referred to MoWUD or his Authorized Representative hereinafter provided. ❖ All disputes or differences in respect of which the decision, if any of the Engineer has not become final and binding as aforesaid shall be finally settled by MoWUD or his Authorized Representative.
❖ The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Special Conditions of Contract. (Clause 25.3)		

Variations		
PPA Variations (clause 39)	FIDIC Variations and Adjustments (clause 13)	MoWUD Variations (Clause 51)
✓ All Variations shall be included in updated Programs (or in the case of Lump Sum Contracts in updated Programs and Activity Schedules) produced by the Contractor. (Clause 39.1)	✓ It is clearly stated in the condition of contract.(Clause 13.1) ✓ Variations may be initiated by the Employer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. A Variation shall not comprise the omission of any work which is to be carried out by others. (Right to Vary 13.1)	✓ The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:- 1. increase or decrease the quantity of any work included in the Contract 2. omit any such work 3. change the character or quality or kind of any such work 4. change the levels, lines, position and dimensions of any part of the Works e.t.c. (Clause 51) 5. Execute additional work of any kind necessary for completion of the Works and no such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.
✓ The Engineer shall have power to order any modification to any part of the works necessary for the proper completion and /or functioning of the works. Such modifications may include additions, omissions, and substitutions, changes in quality, quantity, form, character, kind, position, dimension, level or line and changes in the specified sequence, method or timing of execution of the works. No order for a modification shall have the effect of invalidating the contract, but the financial effect, if any, of all such modifications shall be valued in accordance with GCC Clauses 15.5 and 15.7.	✓ The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Employer stating (with supporting particulars) that (i) The Contractor cannot readily obtain the Goods required for the Variation, (ii) it will reduce the safety or suitability of the Works, or (iii) It will have an adverse impact on the achievement of the Performance Guarantees. Upon receiving this notice, the Employer shall cancel, confirm or vary the instruction.	

✓ For both Admeasurements and Lump Sum Contracts, the Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered. (clause 40 Payment for Variations)	✓ If the Employer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting: - a description of the proposed design and/or work to be performed and a programmed for its execution - the Contractor's proposal for any necessary modifications to the programmed according to Sub-Clause 8.3 [Programmed] and to the Time for Completion - The Contractor's proposal for adjustment to the Contract Price.	✓ No such variations shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the bill of quantities. (Orders for Variations to be in Writing clause 51.2)
✓ Where on provisional acceptance an increase or reduction in the total value of the works resulting from a change order, or from some other circumstance which is not caused by the Contractor's default, exceeds 25% of the initial contract price (or as modified by addendum), the Engineer shall, after consultation with the Public Body and the Contractor determine any reduction from the contract price as a consequence of the application of GCC (clause 15.7)	✓ The Employer shall, as soon as practicable after receiving such proposal (under Sub Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Employer to the Contractor, who shall acknowledge receipt.	✓ All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work then suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as shall, in his opinion, are reasonable and proper.

Quality regulations		
PPA <i>Quality Control (clause 33-36)</i>	FIDIC <i>(Quality Assurance clause 4.9)</i>	MoWUD (<i>clause 36</i>) <i>MATERIALS AND WORKMANSHIP</i>
✚ The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. (clause 33.1) ✚ If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. (clause 34.1)	✚ The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer shall be entitled to audit any aspect of the system. ✚ Details of all procedures and compliance documents shall be submitted to the Employer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Employer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself. ✚ Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.	✚ All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places. ✚ The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. (Clause 36.1)

✚ The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Special Conditions of Contract. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. (clause 35.1) ✚ Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice. (clause 35.2) ✚ If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount. (Clause 36.1)	✚ The Employer's Personnel shall at all reasonable times: - have full access to all parts of the Site and to all places from which natural Materials are being obtained, and - During production, manufacture and construction (at the Site and, to the extent specified in the Contract, elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials. ✚ The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Employer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.	✚ All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract, but if not, then at the cost of the Employer. ✚ The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Contract and, in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill, is particularized in the Contract in sufficient detail to enable the Contractor to price or allow for the same in his Tender. (Clause 7.3)
--	---	--