



## Conditions Of Particular Application to FIDIC SHORT FORM of Contract for Shelter Construction Works

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<b>26 IMPROVEMENTS in Conditions of Particular Application for Shelter Construction Works</b>				
	Employer friendly	Contractor friendly	Humanitarian Specific	Shelter Specific
<b>BETTER CONTRACT MANAGEMENT ( 9 improvements)</b>				
Reinforcing the importance of attached document to the contract => Clause 1.3- « Priority of Documents »			x	
Facilitate Contractor's control on the project and Employer to consider contractor's input => Clause 2.5 - (Additional) « Whistleblowing»		x		
Subcontracting: forcing the subcontractors to have same obligations as the contractor to the Employer => Clause 4.3 - « Subcontracting »	x		x	
Controlling payment issues with subcontractor and third parties => Clause 4.8 - (Additional) « Payments to third parties »	x		x	
Improved project monitoring => Clause 4.6 - (Additional) « Progress Report »	x	x	x	
Including OPTIONAL operation & maintenance clause => Definition 1.1.23 - (Additional) « Operation and Maintenance Manuals » => Clause 5.3 - (Optional) « Operation and Maintenance Manuals »	x	x		
An alternative payment mechanism to monthly payment is proposed via interim payment => Clause 11.3 - « Interim Payments »	x	x	x	
An advance payment mechanism is proposed if needed => Clause 11.9 - (Additional) « Advance payment ».		x		
FORCE MAJEURE: Define in more details what is FORCE MAJEURE in a humanitarian context => Definition 1.1.14 - « Force Majeure » & Clause 13.2 - «Force Majeure »			x	
<b>IMPROVED RISK ALLOCATION (10 improvements)</b>	Employer friendly	Contractor friendly	Humanitarian Specific	Shelter Specific
To mitigate reputational risk the Employer's code of conduct is included in the priority of documents => Clause 1.3 - « Priority of Documents »	x		x	
Managing the risk to access the site via "Site Access Clearance" => Definition 1.1.20 - (Additional) « Site Access Clearance» and => Clause 2.1 - « Provision of site »			x	x
In managing the Employer's and the contractor's risk for delays in accessing the site it is specified in Clause 4.5 - (Additional) « Access to site » that the Contractor should no commence any work and mobilization before the permission " Site Access clearance" is provided by the Employer	x	x	x	x
Management of the reputational risk, include a reference to the right of Inspection and Audit by the Employer => Clause 4.7 - (Additional) « Inspection and audit by the Employer »	x		x	
Managing Environmental risks when accessing the site: => Clause 4.5 - (Additional) « Access to site »			x	x
Allocate the geological risk during the works => Clause 4.10 - (Additional) « Unforeseeable Physical Conditions »		x	x	x
Encourage initial payment only when mobilization is completed => Clause 11.3 - « Interim Payments »	x		x	x
Upon completion of works the contractor is guaranteed to be partially paid before the result of any testing period preceding the taking over notice via 2nd interim payment => Clause 11.3 - « Interim Payments »		x	x	
Stopping the risk of the Retention not being available to fix defects after completion of the works => Clause 11.10 - (Additional) « Retention Money »	x		x	
In order to limit the financial risks for the Employer, bank certified cheque are expected if the local banking system allows them to guarantee the availability of the retention money and of the advance payment in case the contractor does not honor is financial responsibility. => Clause 11.10 - (Additional) « Retention Money » and => Clause 11.9 - (Additional) « Advance payment »	x		x	



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IMPROVED PROCUREMENT (7 improvements)	Employer friendly	Contractor friendly	Humanitarian Specific	Shelter Specific
Include environmental clauses to manage environmental risks => Definition 1.1.24 - (Additional) « ESHS » & Clause 1.3 - « Priority of Documents »	x	x	x	
Clearly define who owns the design in terms of Intellectual Property => Clause 1.7 - (Additional) « Employer's Use of Contractor's Documents » => Clause 1.8 - (Additional) « Contractor's Use of Employer's Documents »	x	x		
Blocking the possibility for the contractor to dilute responsibility through multiple level of subcontracting. Only one level of subcontracting is allowed => Clause 4.3 - « Subcontracting »	x		x	
Including quality assurance entirely under the responsibility of the contractor => Clause 4.9 - (Additional) « Quality Assurance »	x			
Condition the ability of the Employer to terminate the contract once the funding period is overdue only if the original contract end date is prior to the donor's funding end date => Clause 12.5 - (Additional) « Termination by Employer »		x	x	
Manage the risk for the contractor of delayed project outside the donors funding period => Clause 12.6 - (Additional) « Termination by Contractor »		x	x	
Addressing site safety specific to the humanitarian context => Clause 13.3 - (Additional) « Site Safety »			x	