

ITEM	SUB-CLAUSE	ENTRY
Employer's Name and Address	1.1.2.9 & 1.3	Autoridad del Canal de Panamá Balboa, Ancón República de Panamá
^{A16} Contractor's Address	1.3	[To be completed by Tenderer]
Employer Representative's Name and Address	1.1.2.10 & 1.3	^{A3} Adriano H. Espino C., Manager, Construction Contracts Section Contract Management Division, Department of Engineering and Programs Administration Building 720, El Prado, Balboa, Republic of Panamá ^{A3}
Time for Completion of the Works	1.1.3.14	1,883 days after the Commencement Date
Defects Notification Period	1.1.3.5	1,095 days
Ruling Language	1.4	English
Language for Communications	1.4	English
^{A16} Notice Period for ^{A16} Errors, ^{A16} fault or other defect ^{A16} in the Employer's Requirements or items ^{A16} of reference ^{A16}	1.9.2	42 days
Time for Access ^{A16} and Possession ^{A16} to the Site	2.1	28 days after the Commencement Date
^{A10} Amount of Performance Bond	4.2A.1	400 Million US Dollars
Period of Performance Bond	4.2A.1	^{A16} From ^{A16} the Commencement Date to the date of issue of the Taking-Over Certificate
Amount of Performance Bond	4.2A.2	400 Million US Dollars reducing to 200 Million US Dollars following the date of issue of the Taking-Over Certificate
Period of Performance Bond	4.2A.2	From the Commencement Date to the date of issue of the Performance Certificate
^{A10} Amount of Defects Notification Period ^{A16} Security ^{A16}	4.2B	200 Million US Dollars

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Period of Defects Notification Period ^{A16} Security ^{A16}	4.2B	^{A16} From ^{A16} the date of issue of the Taking-Over Certificate to the date of issue of the Performance Certificate
^{A10} Amount of Payment Bond	4.2C	50 million US Dollars. ^{A10}
^{A7} Withholdings for Failure to Achieve Milestones		
^{A16} Milestones for ^{A16} Design 8.3 (a)(i) ^{A16}	8.7.1	2.5 million US Dollars
^{A16} Milestones for ^{A16} Design 8.3 (a)(ii) ^{A16}		2.5 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(i) ^{A16}		10 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(ii) ^{A16}		10 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(iii) ^{A16}		10 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(iv) ^{A16}		10 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(v) ^{A16}		15 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(vi) ^{A16}	8.7.1	15 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(vii) ^{A16}		10 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(viii) ^{A16}		10 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(ix) ^{A16}		20 million US Dollars
^{A16} Milestones for ^{A16} Construction 8.3 ^{A16} (b)(x) ^{A16}		20 million US Dollars ^{A7}
Delay Damages	8.7.8 & 8.7.11	300 thousand US Dollars per day
Maximum Amount of Delay Damages	8.7.8, 8.7.11 & 15.2 (i)	54,600,000 US Dollars
Bonus for Early Completion	8.7.12	215 thousand US Dollars per day
Maximum Amount of Bonus ^{A16} for ^{A16} Early Completion	8.7.12	50 million US Dollars
^{A10} Total Advance Payment for Mobilisation	14.2 A	300 million U.S. Dollars ^{A10}
^{A16} Amount of Advance Payment for Mobilisation Security	14.2 A	300 million US Dollars ^{A16}
Total of First Advance Payment for Plant	14.2 B	100 million U.S. Dollars ^{A10}
Total of Second Advance Payment for Plant	14.2 B	200 million U.S. Dollars ^{A10}

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Initial amount of Advance Payment for Plant Security	14.2 B	100 million US Dollars ^{A16}
Final amount of Advance Payment for Plant Security	14.2 B	300 million US Dollars ^{A16}
^{A16} Percentage of Retention in each Statement ^{A16}	14.3.3 (c)	3.5 percent
Limit of Retention Money	14.3.3 (c)	5 percent of the Accepted Contract Amount
Plant and Materials – Atlantic Locks	14.5	Item 2.3.3.1.9.1 Lock Valves - Contractor's Price Proposal Item 2.3.3.1.10.1 WSB Valves - Contractor's Price Proposal Item 2.3.3.1.11.1 Lockhead 1 Gates - Contractor's Price Proposal Item 2.3.3.1.11.2 Lockhead 2 & 3 Gates - Contractor's Price Proposal Item 2.3.3.1.11.3 Lockhead 4 Gates - Contractor's Price Proposal
Plant and Materials – Pacific Locks	14.5	Item 2.3.3.1.9.1 Lock Valves - Contractor's Price Proposal Item 2.3.3.1.10.1 WSB Valves - Contractor's Price Proposal Item 2.3.3.1.11.1 Lockhead 1 Gates - Contractor's Price Proposal Item 2.3.3.1.11.2 Lockhead 2 & 3 Gates - Contractor's Price Proposal Item 2.3.3.1.11.3 Lockhead 4 Gates - Contractor's Price Proposal
Minimum Amount of Interim Payment Certificates	14.6	10 million US Dollars
Amount of First Fixed Retention Security	14.9A.3	5 percent of the Accepted Contract Amount
Period of First Fixed Retention Security	14.9A.3	From 7 days prior to the Contractor's first Statement under Sub-Clause 14.3 in which the deduction of retention pursuant to sub-paragraph (c) of Sub-Clause 14.3.3 would otherwise have become applicable until the date of issue of the Taking-Over Certificate
Amount of Second Fixed Retention Security	14.9A.6	2.5 percent of the Accepted Contract Amount
Period of Second Fixed Retention Security	14.9A.6	From the date of issue of the Taking-Over Certificate until all outstanding work listed in the Schedule of Outstanding Minor Work and Defects appended to the Taking-Over Certificate is completed to the satisfaction of the Employer's Representative
Period of First Escalating Retention Security	14.9B.3	From 7 days prior to the Contractor's first Statement under Sub-Clause 14.3 in which the deduction of retention pursuant to sub-paragraph (c) of Sub-Clause 14.3.3 would otherwise have become applicable until the date of issue of the Taking-Over Certificate

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Amount of Second Escalating Retention Security	14.9B.8	2.5 percent of the Accepted Contract Amount
Period of Second Escalating Retention Security	14.9B.8	From the date of issue of the Taking-Over Certificate until all outstanding work listed in the Schedule of Outstanding Minor Work and Defects appended to the Taking-Over Certificate is completed to the satisfaction of the Employer's Representative
Currency/Currencies of Payment	^{A16} 14.15 ^{A16}	US Dollars
Limitation of Liability	17.6.2	^{A5} 600 Million US Dollars ^{A5}
^{A7} Appointment of DAB	20.2 ^{A16} & 20.3(a) ^{A16}	Within 42 days after the Commencement Date ^{A7}
Appointing Entity/Official	20.3	The President of FIDIC or a person appointed by the President
<p>SIGNED by:</p> <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Date:</p> <p>for and on behalf of the Tenderer and for and on behalf of [insert name of Lead Member], as Member and Lead Member in the presence of</p> <p>Witness:</p> <p>Name:</p> <p>Address:</p> <p>Date:</p> <p>SIGNED by:</p> <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Date:</p> <p>for and on behalf of the Tenderer and for and on behalf of [insert name of Member], as Member in the presence of</p>		

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<p>Witness: Name: Address: Date:</p> <p>[Insert such number of execution blocks as required to enable all Members to sign the Letter of Tender. The Letter of Tender is to be signed by each Member on its own behalf and on behalf of the Tenderer.]</p>		