



**Ministry of Finance
Republic of Maldives**

ADDENDUM 1

For

**TES/2019/W-09– Construction of Major Roads
at R.Ungoofaaru**

March 18, 2019

National Tender
Ministry of Finance
Republic of Maldives

[Handwritten signature]

Section VIII. Particular Conditions of Contract

GCC reference	Particular Conditions that amend or supplement the General Conditions of Contract for the Procurement of Works
A. General	
1.1(r) & 1.1(z)	The Employer is: Ministry of National Planning & Infrastructure Ameenee Magu. Republic of Maldives.
1.1 (v)	The Intended Completion Date for the whole of the Works shall be [insert date]
1.1 (y)	The Project Manager is [insert name and address of Project Manager] .
1.1 (bb)	The Site is located at R.Ungoofaaru and is defined in drawings No. [insert numbers]
1.1 (ee)	The Start Date shall be [insert date] .
1.1 (ii)	The Works consist of Construction of Major Roads at R.Ungoofaaru
2.2	Sectional Completions are: Not Applicable
2.3	This Contract is Lumpsum.
3.1	The language of the contract is English The law that applies to the Contract is the law of the Republic of Maldives
5.1	The Project Manager [insert may or may not] delegate any of his duties and responsibilities.
8.1	Schedule of other contractors: [insert Schedule of Other Contractors, if appropriate]
13.1	The minimum insurance amounts and deductibles shall be: for loss or damage to the Works, Plant and Materials MVR 2 million (b) For loss or damage to Equipment: MVR 2 million. (c) for loss or damage to property (except the Works, Plant, Materials, and

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	Equipment) in connection with Contract MVR 1.5 million. (d) for personal injury or death: (i) of the Contractor's employees: MVR 1 million. (ii) of other people: MVR 1 million.
14.1	Site Data are: [list Site Data]
20.1	The Site Possession Date(s) shall be: [insert location(s) and date(s)]
23.1 & 23.2	Appointing Authority for the Adjudicator: Ministry of Finance
24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: N/A
24.4	The place of arbitration shall be: Republic of Maldives
B. Time Control	
25.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
25.3	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is 10% of the monthly progress bill.
C. Quality Control	
33.1	The Defects Liability Period is: 365 months.
D. Cost Control	
44.1	The Contract is not subject to price adjustment.
45.1	The proportion of payments retained is: 5% (Five Percent) of the accepted contract amount.
46.1	The rate per day for liquidated damages shall be calculated as follows: $CP \times 0.005 \times LD$ Where; CP= Contract Price (

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	<p>LD = Late Duration</p> <p>The maximum amount of liquidated damages for the whole of the works is 15% (fifteen percent) of the final contact price.</p>
47.1	Not applicable
48.1	The Advance Payments shall be: 15% (fifteen percent) and shall be paid to the Contractor no later than 45 days upon signing of the contract and as per the conditions of contract.
49.1	<p>The Performance Security amount is MVR i.e. 5% of the Contract Price.</p> <p>The validity of the performance security shall be: Until the date of issue of the Defects Liability Certificate.</p>
E. Finishing the Contract	
55.1	<p>The date by which operating and maintenance manuals are required is one month after intended completion date.</p> <p>The date by which “as built” drawings are required is one month after intended completion date.</p>
55.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is
56.2 (g)	The maximum number of days is: Twelve (12) months.
58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is [insert percentage].

