SECTION 1B – FORM OF AGREEMENT

**This Agreement** made the ….. day of ..... 2011, between Government of Maldives *represented by the* Ministry of Housing and Environment, Male’, Republic of Maldives (hereinafter called “the Employer”) of the one part and ……………... (hereinafter called “the Contractor”) of the other part.

**Whereas** the Employer is desirous that certain Works known as **Construction of 500 Housing Units in Maldives on Design Build Basis** and should be executed by the Contractor, and has accepted a Bid by the Contractor for a lumpsum fixed price of ………………. (………………….) as the Accepted Contract Amount by the Contractor for the execution and completion of such Works and the remedying of any defects therein,

**The Employer and the Contractor agree** as follows:

**1.** In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

**2.** The following documents shall be deemed to form and be read and construed as part of this Agreement,

1. The Letter of Acceptance
2. The Letter of Tender
3. The Addenda nos.
4. The Conditions of Contract
5. The Employer’s Requirements
6. The completed Schedules, and ;
7. The Contractor’s Proposal.

**3.** In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

**4.** The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

For and Signed on behalf of:

|  |  |  |
| --- | --- | --- |
| Employer:  …………………………………………………… |  | Contractor:  ……………………………………………………. |
| Name: |  | Name: Mr. |
| Designation: |  | Designation: |
| Address: Ministry of Housing and Environment  Ameenee Magu, Male’  Republic of Maldives |  | Address: |
|  |  |  |

In the presence of:

|  |  |
| --- | --- |
| Employer:  …………………………………………………… | Contractor:  ……………………………………………………. |
| Name: | Name: |
| Designation: | Designation: |
| Address: Ministry of Housing and Environment  Ameenee Magu, Male’  Republic of Maldives | Address: |

**LETTER OF TENDER**

NAME OF CONTRACT:

Construction of 500 Housing Units in Maldives on Design Build Basis,

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

TO:

*Tender Evaluation Section, Ministry of Finance and Treasury, Ameenee Magu, Male’, Republic of Maldives*

We have examined the Conditions of Contract, Employer’s Requirements, Schedules, the attached Appendix and Addenda Nos \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_or the above-named Works. We have examined, understood, and checked the documents and have ascertained that they contain no errors or other defects. We accordingly offer to design execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump sum of

(*in currencies of payment*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*in numbers*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*in words*]

We accept your suggestions for the appointment of the DAB, as set out in Schedule \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*We have completed the Schedule by adding our suggestions for the other Member of the DAB, but these suggestions are not conditions of this offer*]\*

We agree to abide by this Tender until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall remain binding upon us and may be acted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion. We guarantee that the Works will then conform with the Schedule of Guarantees.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign tenders for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If the Tenderer does not accept, this paragraph may be deleted and replaced by:

We do not accept you suggestions for the appointment of the DAB. We have included our suggestions in the Schedule, but these suggestion are not conditions if this offer. If these suggestions are not acceptable to you, we propose that the DAB be jointly appointed in accordance with Sub-Clause 20.2 of the Conditions of Contract.

SECTION 1C – APPENDIX TO THE AGREEMENT

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Sub - Clause** |  | |
| Employer’s name and address | | * + - 1. & 1.3. | Ministry of Housing and Environment,  Ameenee Magu, Male’  Republic of Maldives | |
| Contractor’s name and address | | * + - 1. & 1.3. |  | |
| Engineer’s name and address | | * + - 1. & 1.3. |  | |
| Time for Completion of the Works | | 1.1.3.3 | …… days | |
| Defects Notification Period | | 1.1.3.7 | 365 days | |
| Electronic transmission systems | | 1.3 | Electronic Mail and Facsimile | |
| Governing Law | | 1.4 | Laws of the Republic of Maldives | |
| Ruling language | | 1.4 | English and Dhivehi | |
| Language for communications | | 1.4 | English and Dhivehi | |
| Time for access to the Site | | 2.1 | 14 days after the receipt of the Letter of Award | |
| Amount of Performance Security | | 4.2 | 10% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable. | |
| Period for notifying unforeseeable errors, faults and defects in the Employer’s Requirements | | 5.1 | 21 days | |
| Normal working hours | | 6.5 | As suited for works in Compliance with Employment Law | |
| Delay damages for the Works | | 8.7 & 14.15(b) | 0.05% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable. | |
| Maximum amount of Delay damages | | 8.7 | 10% of the final Contract Price | |
| Percentage for adjustment of Provisional Sums | | 13.5(b) | Not Applicable | |
| Total advance payment | | 14.2 | 15% of the Accepted Contract Amount | |
| Number and timing of installments | | 14.2 | Single payment in accordance with Clause 14.2 | |
| Currencies and proportions | | 14.2 | 100% in United States Dollar (USD) | |
| Start repayment of advance payment | | 14.2 (a) | From the 1st progress payment | |
| Repayment amortization of advance payment | | 14.2 (b) | 15% | |
| Percentage of Retention | | 14.3 | 5% | |
| Limit of Retention Money | | 14.3 | 5% of the Accepted Contract Amount | |
| Plant and Materials for payment when shipped ten route to the Site | | 14.5(b) | Not Applicable | |
| Plant and Materials for payment when delivered to the Site | | 14.5(c) | Not Applicable | |
| Currency of Payment | | 14.15 | United States Dollar (USD) | |
| Periods for submission of insurance:   1. Evidence of insurance 2. Relevant policies | | 18.1  18.1 | 14 days  24 days | |
| Maximum amount of deductibles for insurance of the Employer’s risks | | 18.2(d) | Not applicable | |
| Maximum amount of third party insurance | | 18.3 | USD 100,000.00 | |
| The Dispute Adjudication Board shall be | | 20.2 | Tender Evaluation Board of the Ministry of Finance and Treasury, Republic of Maldives | |
| Appointment (if not agreed) to be made by | | 20.3 | Ministry of Finance and Treasury | |
| Definitions of Sections: | | | | |
| Description  (Sub-Clause 1.1.5.6) | Value: percentage\* of  Accepted Contract Amount | | Time for Completion  (Sub-Clause 1.1.3.3) | Delay Damages  (Sub-Clause 8.7) |
| * These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9 | | | | |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SECTION 2 – PARTICULAR CONDITIONS

This Appendix forms part of the Agreement.

| **Item** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| ***Clause 1*** |  |  |
| ***Confidentiality*** | 1.15 | *Insert Additional Sub-Clause as follows*  The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer. |
| ***Clause 2*** |  |  |
| ***Right of Access to the Site*** | 2.1 | *Delete (b) in the third paragraph of this Sub-Clause* |
| ***Employer’s Financial Arrangements*** | 2.4 | *This Sub-Clause is not applicable* |
| ***Clause 3*** |  |  |
| ***Engineer’s Duties and Authority*** | 3.1 | *Insert this at the end of Sub- Clause 3.1 as (d):*  “The Engineer shall obtain the specific approval of the Employer before ordering any works involving delay or any extra payment by the Employer or to make variation of or in the Works or Contract.” |
| ***Management Meetings*** | 3.6 | *Insert this additional Sub-Clause 3.6 at the end of Sub-Clause 3.5:*  The Engineer shall invite the Contractor and other relevant parties to the first Management Meeting where he shall decide upon intervals between future Management Meetings.  The purpose of these Management Meetings is to coordinate the Works with the Contractor, (and other parties if deemed necessary) to record progress in relation to agreed program, and to reach and verify agreements.  Minutes of each Management Meeting will be prepared by the Engineer and circulated to all parties attending the Management Meeting, prior to the next meeting. Agreements reached at a particular Management Meeting if duly recorded and confirmed at the next meeting will be considered accepted by all parties. Where such agreements require to be confirmed by Instructions from the Engineer in compliance with the Contract, the Engineer shall forthwith issue such Instructions.  Agreement reached at meetings shall not be means to override the requirements to follow stipulated procedure and to submit the required quality assurance documents, method statements, shop drawings etc. |
| ***Clause 4*** |  |  |
| ***Performance Security*** | 4.2 | *At the end of second paragraph, insert the following:*  If the Performance Security is in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Maldives, or (b) directly by a foreign bank acceptable to the Employer. If the performance security is not in the form of a bank guarantee, it shall be furnished by an internationally recognized financial institution acceptable to the Employer. |
| ***Contractor’s Representative*** | 4.3 | *At the end of the second paragraph of Sub-Clause 4.3:*  The Contractor’s Representative and all these persons shall also be fluent in English Language. |
| ***Subcontractors*** | 4.4 | Prior consent shall not be required if the value of the subcontract is less than one percent (1%) of the Accepted Contract Amount. |
| ***Unforeseeable Physical Conditions*** | 4.12 | *Delete the 2nd paragraph of this Sub-Clause and substitute with the following:*  If the Contractor encounters adverse physical conditions which he considers to have Unforeseeable, the Contractor shall give notice to the Engineer within 7 days of encountering such adverse physical condition. |
| ***Protection of the Environment*** | 4.18 | *add sub paragraph as follows;*  Contractor must comply with Environment Protection and Preservation Act 1993, submit EIA /IEE and comply with EIA/IEE decision statements during execution of contractual Works and temporary works under this Contract. |
| ***Fossils*** | 4.24 | *Retain first paragraph and first sentence of 2nd paragraph and delete the remainder of this sub-clause.* |
| ***Clause 5*** |  |  |
| ***Contractor’s Documents*** | 5.2 | *Replace ‘21’ in the second line of fourth paragraph with ‘28’.* |
| ***Clause 6*** |  |  |
| ***Engagement of Staff and Labour*** | 6.1 | *Add to this Sub-Clause*  The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualification and experience from sources within the Country of Works. |
| ***Alcoholic Liquor or Drugs*** | 6.12 | *Add this Sub-Clause*  The Contractor shall not, otherwise than in accordance with the Laws of the Maldives, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by Contractor’s personnel. |
| ***Arms and Ammunition*** | 6.13 | *Add this Sub-Clause*  The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunition of any kind, or allow Contractor’s personnel to do so. |
| ***Festivals and Religious Customs*** | 6.14 | *Add this Sub-Clause*  The Contractor shall respect the recognized festivals, days of rest, and local and religious customs of the Maldives. |
| ***Clause 7*** |  |  |
| ***Testing*** | 7.4 | *Delete paragraph 5 and 6 of this Sub-Clause.* |
| ***Clause 8*** |  |  |
| ***Commencement of Work*** | 8.1 | *Delete paragraph 1 of this Sub-Clause and replace with the following:*  “The Commencement Date shall be the date of signing of the contract” |
| ***Programme*** | 8.3 | *Replace ‘28’ in the first line of first paragraph with ‘7’.*  *Replace ‘21’ in the first line of second paragraph with ‘7’.* |
| ***Extension of Time for Completion*** | 8.4 | *Delete sub-paragraph (c), (d) and (e) of this Sub-Clause* |
| ***Clause 12*** |  |  |
| ***Tests after Completion*** | 12.1 | *This Clause is not applicable.* |
| ***Clause 13*** |  |  |
| ***Provisional Sums*** | 13.5 | *This Sub-Clause is not applicable.* |
| ***Adjustments for Changes in Legislation*** | 13.7 | *This Sub-Clause is not applicable.* |
| ***Adjustments for Changes in Cost*** | 13.8 | *This Sub-Clause is not applicable.* |
| ***Clause 14*** |  |  |
| ***The Contract Price*** | 14.1 | Add the following sub-paragraph   1. if any part of the Works is to be paid according to works completed, Engineer shall use the rate specified in the Contractor’s priced Schedule. |
| ***Schedule of Payments*** | 14.4 | This Sub-Clause is not applicable |
| ***Plant and Materials intended for the Works*** | 14.5 | Delete sub-paragraph (b) of this Sub-Clause. |
| ***Payment*** | 14.7 | In sub-paragraph (b) of Sub-Clause 14.7, delete “56” and substitute “14”  In sub-paragraph (c) of Sub-Clause 14.7, delete “56” and substitute “28” |
| ***Clause 15*** |  |  |
| ***Corrupt or Fraudulent Practices*** | 15.6 | Sub Clause 15.6 is amended to read as under:  If the Employer determines that the Contractor and Financier has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor’s employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub- Clause 15.2 [Termination by Employer].  Should any employee of the Contractor or Financier be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor’s Personnel].  The Employer requires that all Contractors adhere to the Employer’s Policies for the Procurement of Works and Goods. In particular, the Employer requires that the executing agencies and contracting agencies, as well as all firms, entities and individuals bidding for or participating in this project, including, inter alia, applicants, bidders, contractors, consulting firms and individual consultants (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Employer all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Bidding Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) bribery, (b) extortion or coercion, (c) fraud and (d) collusion.  The definitions of actions set forth below cover the most common types of corrupt practices, but are not exhaustive. For this reason, the Employer shall also take action in the event of any similar deed or complaint involving alleged acts of corruption, even when these are not specified in the following list. The Employer shall in all cases proceed in accordance with Sub-Clause 15.6.  In pursuance of this policy:   1. The Employer defines the terms set forth below as follows: 2. "Bribery" meaning the offering or giving of anything of value to influence the actions or decisions of third parties or the receiving or soliciting of any benefit in exchange for actions or omissions related to the performance of duties; 3. "Extortion" or "Coercion" meaning the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force, where potential or actual injury may befall upon a person, his/her reputation or property; 4. "Fraud" meaning any action or omission intended to misrepresent the truth so as to induce others to act in reliance thereof, with the purpose of obtaining some unjust advantage or causing damage to others; and 5. "Collusion" meaning a secret agreement between two or more parties to defraud or cause damage to a person or entity or to obtain an unlawful purpose; 6. If the Employer, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in this project including, inter alia, applicants, bidders, contractors, consulting firms, individual consultants, purchasers, executing agencies and contracting agency (including their respective officers, employees and agents) engaged in an act of fraud or corruption in connection with this project, the Employer may: 7. decide not to accept any proposal to award a contract or a contract awarded; 8. suspend the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Employer, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption. |
| ***Clause 16*** |  |  |
| ***Contractor’s Entitlement to Suspend Work*** | 16.1 | *Delete the following wordings from first paragraph second and third sentence and retain the remainder of the Clause.*  “or the Employer fails to comply with Sub-Clause 2.4 [*Employer’s Financial Arrangements*]” |
| ***Termination by Contractor*** | 16.2 | Sub clause 16.2 is amended to read as under:  The Contractor shall be entitled to terminate the Contract if:   1. the Engineer fails, within 7 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, 2. the Contractor does not receive the amount due under an Interim Payment Certificate within 14 days after the expiry of the time stated in Sub-Clause 14.7 [ Payment ] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [ Employer’s Claims ]), 3. the Employer substantially fails to perform his obligations under the Contract in manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract. 4. the Employer fails to comply with Sub-Clause 1.6 [ Contract Agreement ] 5. a prolonged suspension affects the whole of the Works as described in Sub- Clause 8.11 [ Prolonged Suspension ], or   In any of these events or circumstances, the Contractor may, upon giving 14 days’notice to the Employer, terminate the Contract.  The Contractor’s election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise. |
| ***Clause 18*** |  |  |
| ***General Requirements for Insurances*** | 18.1 | Add the following at the end of Sub-Clause 18.1:  Acceptable to the Employer. |
| ***Insurance against Damage to Property*** | 18.3 | Add the following sentence at the end of the Sub-Clause 18.3  Prior to commencing any excavation or using any heavy equipment in close proximity to third party properties, the Contractor shall at his own expense arrange his insurers to inspect such properties. He shall also prepare pre-operation condition reports of such properties including any photographs, as deemed appropriate, for future reference. |
| ***Clause 20*** |  |  |
| ***Contractor’s Claims*** | 20.1 | The number of days referred to in the Clause is amended as follows:  1st Paragraph: 28 days amended to 14 days  2nd Paragraph: 28 days amended to 14 days  5th Paragraph: 42 days amended to 21 days  6th Paragraph: 42 days amended to 21 days |
| ***Appointment of the Dispute Adjudication Board*** | 20.2 | Delete this Sub-Clause in its entirety and replace with the following:  “The Dispute Adjudication Board for the purpose of this Contract shall be as stated in Appendix to Tender” |
| ***Failure to agree Dispute Adjudication Board*** | 20.3 | Delete this Sub-Clause in its entirety and replace with the following:  “If parties to the contract fail to accept the Dispute Adjudication Board as stated in the contract the appointment shall be made by the Ministry of Finance and Treasury, Republic of Maldives” |
| ***Obtaining Dispute Adjudication Boards Decision*** | 20.4 | Delete first two sentences of fourth paragraph and Retain the rest. |
| ***Amicable Settlement*** | 20.5 | In the event of a dispute between the Contractor and the Employer, both parties shall attempt an amicable settlement. Where an amicable settlement is not reached or dispute is not settled through Adjudication then either Party may give notice to the other Party of its dissatisfaction or the dispute shall be referred to Arbitration.  In the event, the notice of dissatisfaction shall state that it is given under this Sub-Clause and shall set out the matter in dispute and the reason(s) for dissatisfaction. Arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction. Arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no further attempt at amicable settlement has been made. |
| ***Arbitration*** | 20.6 | At the end of sub-paragraph (a), insert the following:  “in Singapore” |

SECTION 3 - GENERAL CONDITIONS

###### GENERAL CONDITIONS

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Plant and Design-Build” First Edition 1999 published by Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

###### Copies of FIDIC Conditions of Contract, referred to above, may be obtained from:

###### FIDIC Secretariat

###### P.O. Box 86

###### CH 1000 Lausanne 12

###### Switzerland

###### Fax No: +41 21 653 5432

Refer to above FIDIC document which is an integral part of this Contract.

SECTION 4 – EMPLOYER’S REQUIREMENT

(Attached Separately)

SECTION 5 – CONTRACTOR’S WORK SCHEDULES

(This section shall comprise of the Contractor’s Schedule of works)

SECTION 6 – CONTRACTOR’S PROPOSAL

(This section shall comprise of the Contractor’s Technical Proposal)

SECTION 7– CONTRACTOR’S FINANCIAL PROPOSAL

(This section shall comprise of the Contractor’s Price Proposal)

*All Bidders shall complete the table below and submit along with other required information required under the financial proposal.*

## Breakdown of the price proposed

|  |  |
| --- | --- |
| **Component** | **Amount** |
| Preliminaries including mobilization and demolition |  |
| Construction including excavation and demobilization |  |
| EIA / IEE |  |
| **TOTAL** |  |

SECTION 8 – EVALUATION CRITERIA

(Attached Separately)