Section XIII - Particular Conditions of Contract

part A – contract data

**Part A - Contract Data**

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

| **Contract Sub-Clause** | **Data** | **Data** |
| --- | --- | --- |
| 1.1.2.2 | Employer’s Name and address | Ministry of National Planning Housing and Infrastructure Ameemee Magu  Maafannu, Male’ 20392 Republic of Maldives |
| 1.1.2.2 | The Employer’s Representative: | TBD |
| 1.1.2.3 | Address of Contractor for communications: | TBD |
| 1.1.2.4 | Engineer’s Name and Address | RW Armstrong |
| 1.1.2.4 | Engineer’s Representative | TBD |
| 1.1.3.3 | Time for Completion: | 365 days |
| 1.1.3.7 | Defects Notification Period | 365 days |
| 1.1.4.2 | Accepted Contract Amount | TBD |
| 1.3 | Agreed methods of electronic transmission | E- Mail |
| 1.3 (d) | Address of Employer for communications: | Ministry of National Planning Housing and Infrastructure Ameemee Magu  Maafannu, Male’ 20392 Republic of Maldives |
| 1.3 (d) | Address of Engineer for communications: | RW Armstrong |
| 1.3 (d) | Address of Contractor for communications: | TBD |
| 1.4 | Contract shall be governed by the law of | Laws of the Republic of Maldives |
| 1.4 | Ruling Language: | English |
| 1.4 | Language for Communications: | English |
| 1.8 | Number of additional paper copies of Contractor’s Documents | 2 |
| 2.1 | After the Contract comes into full force and effect, the Contractor shall be given right of access to all or part of the Site within | 14 days |
| 2.1 | The Site Possession Date shall be : | TBD |
| 2.1 | The Site is Located at : | Maafaru International Airport,  Maafaru Island, Noonu Atoll |
| 2.4 | Employer’s financial arrangements: | The Employer has an approved budget from the Abu Dhabi Fund for Development (ADFD). Payments will be made only at the request of the Employer in accordance with contact terms and conditions and in accordance with financial legislation in force.  The payments excluding GST will be paid in USD to the contractor’s bank account.  GST will be paid in MVR to a bank account in Maldives. |
| 4.2 | Performance Security (as percentage of the Contract Price in Contract Currencies): | 10% |
| 6.5 | Normal Working Hours on the Site | As-Suited for Works on site |
| 8.1 | Commencement of Works : | TBD |
| 8.3 | The amount to be withheld from montly interim payment for late submission of an updated program is : | 10% |
| 8.8 | Delay Damages payable for each day of delay | 0.25% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable. |
| 8.8 | Maximum Amount of Delay Damages | 15% of the Final Contract Price |
| 14.2 | Maximum total amount of Advance Payment (as a percentage of the final Contract Price) | 15% |
| 14.2 | Maximum percentage deductions for the repayment of the Advance Payment | 15% |
| 14.2 | Currency or Currencies of Advance Payment | US Dollars (USD$) |
| 14.2 | Number and Timing of Advance Payment installments | 1 installment |
| 14.2 | Start Repayment of Advance Payment | First Interim Payment Certificate |
| 14.3, 14.9 | Percentage of Retention | 10% |
| 14.9 | limit of Retention Money (as a percentage of Contract Price) per interim invoice | 10% |
| 14.15 | Currencies for Payment of Contract Price | Amount excluding GST will be paid in USD$.  GST amount will be paid in MVR and reimbursed back to the contractor in MVR |
| 14.6 | Minimum Amount of Interim Payment | USD $100,000 |
| 14.4, 14.7 | period of payment (After Original Signed Invoice is approved by Consultant) | 45 days |
| 14.7 | Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]  (Number of days After original Signed Invoice is approved by Consultant) | 45 days |
| 14.7 | Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]  (Number of days After original Signed Invoice is approved by Consultant) | 56 days |
| 14.7, 14.13 | Period for the Employer to make final payment to the Contractor (Number of days After original Signed Invoice is approved by Consultant) | 56 days |
| 14.5, 14.6 | Maximum Plant and Materials for payment when shipped with Bills of Lading, certified shipping certificate and full insurance coverage. | 15% |
| 14.5, 14.6 | Maximum Plant and Materials payment when delivered to the Site | 15% |
| 19 | Period for submission of insurance | 60 days |
| 19 | Minimum Insurance for Professional Indemnity | 10% |
| 19 | Miniumum amount of insurance required for injury to persons and damage to property | USD $5,000,000 per occurance, USD $25,000,000 aggregrate |
| 1.14 | Total Liability of the Contractor to the Employer under or in connection with the Contract | Contractor to hold Employer harmless |