**SECTION 8: AGREEMENT AND SECURITY FORMS**

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| **2500 HOUSING UNITS IN HULHUMALE’ PHASE 2 PROJECT, 2016** |

**September 2016**

**Republic of Maldives**

**7.1- Contract Agreement**

This CONTRACT AGREEMENT is made on this ………………………… (hereinafter referred as “the Contract”),

**BETWEEN;**

**HOUSING DEVELOPMENT CORPORATION LIMITED** an incorporated limited liability company operating under the registration number C793/2008 and having its registered office at HDC Building, 3rd Floor, Hulhumale’ Republic of Maldives (herein after called and referred to as “the Employer” which term or expression shall include its successors in title, liquidators, administrators and assignees where the context to require or admits),

**AND**

……………………………………………………………………………… a corporation operating under the registration number ……………………………… created and duly organized under the Laws of the ………………………………………………………., having it’s principal office at …………………………………. ……………………………………………………………………………………………………………………………………………………, (herein after called and referred to as “the Contractor” which term or expression as herein used shall, where the context so requires or admits, mean and include the said ……………………………………………………………………….**,** it’s successors and permitted assigns).

**Whereas** the Employer desires that the Works known as **[name of the project]** should be executed by the Contractor, and has accepted a Tender by the Contractor for Design, execution and completion of these Works and the remedying of any defects therein for an amount of.................……………………………………………………………………………………..……. ………………………………………………………………………………………………. within ………………….…………….…….. Calendar Days.

**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 the 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. Payment Schedule
2. The Amendments no……….
3. The Particular Conditions of Contract
4. The General Conditions of Contract
5. The Contractor’s Tender
6. Technical specification
   * 1. 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 with the provisions of the Contract.
     2. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein, the final Contract Price at the times and in the manner prescribed by the Contract.
     3. This Contract shall come into force and effect on the date when the Contract Agreement has been signed by both Parties.

**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.

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| Signed for and on behalf of the Employer by: | | Signed for and on behalf of the Contractor by: | |
| \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ | | \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ | |
| Name: |  | Name: |  |
| Designation: | Managing Director | Designation: |  |
| Address: | Housing Development Corporation Ltd.  3rd Floor, HDC Building,  Hulhumalé,  Republic of Maldives | Address: |  |
| Date: | ………………………….. | Date: | ……………………………. |

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| --- | --- | --- | --- |
| In the Presence of: | | In the Presence of: | |
| \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ | | \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ | |
| Name: |  | Name: |  |
| Designation: |  | Designation: |  |
| Address: | Housing Development Corporation Ltd.  3rd Floor, HDC Building,  Hulhumalé,  Republic of Maldives | Address: |  |
| Date: |  | Date: |  |

**7.2-Dispute Adjudication Agreement**

Name and details of Contract:

Name and address of the Employer:

Name and address of Contractor:

Name and address of Member:

**Whereas** the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as sole adjudicator who is also called the “DAB” to adjudicate a dispute which has arisen in relation to …………………………………………………………. \*

**The Employer, Contractor and Member jointly agree** as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for EPC/Turnkey Projects” First Edition 1999 published by the Federation Internationale des Ingenieurs- Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any.]
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a daily fee of per day.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of Maldives

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| --- | --- | --- |
| SIGNED BY | SIGNED BY | SIGNED BY |
| For and on behalf of the Employer in the presence of | For and on behalf of the Contractor in the presence of | For and on behalf of the Member in the presence of |
| Witness: | Witness: | Witness: |
| Name: | Name: | Name: |
| Address: | Address: | Address: |
| Date: | Date: | Date: |

*(\* A brief description or name of dispute to be added)*

**7.3-Example form of Bid Security**

Brief description of Contract:

[name of the project]

Name and address of Beneficiary;

Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives, (whom the tender documents define as the Employer).

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the Conditions of your invitation (the "conditions of invitation", which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we (name of bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (say: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

1. the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
2. the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
3. you awarded the Contract to the Principal and he has failed to comply with sub clause 1.6 of the Condition of the Contract, or
4. you awarded the Contract to the Principal and he has failed to deliver a performance security complying with sub-clause 4.2 of the conditions of contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before *(the date 28 days after the expiry of the validity of the Letter of Tender)* , when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.4-Example form of Performance Security – Demand Guarantee**

Brief description of Contract:

[name of the project]

Name and address of Beneficiary;

Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives, (whom the tender documents define as the Employer).

We have been informed that *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter called the "Principal") is your Contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we *(name of bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the 'guaranteed amount', say:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) upon receipt by us of your demand in writing and your written statement stating:

1. that the Principal is in breach of his obligation(s) under the Contract, and
2. the respect in which the Principal is in breach.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before *(the date 70 days after the expected expiry of the Defects Notification Period for the Works)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “expiry date”), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guarantee amount upon receipt by us, within such period of 28 days, of your demand in writing and your written that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date: Signature(s)

**9.4-Example form of Advance Payment Guarantee**

Brief description of Contract:

[Name of the project]

Name and address of Beneficiary;

Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives, (whom the tender documents define as the Employer).

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the 'Principal') is-your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request ofthe Principal, we *(name of bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* hereby irrevocably undertake to pay you, the Beneficiary/Employer**,** any sum or sums not exceeding in total the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the 'guaranteed amount', say: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) upon receipt by us of your demand in writing and yourwritten statement stating:

1. that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
2. the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt [of the first installment] of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before *(the date 70 days after the expected expiry of the Time for Completion)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_(the 'expiry date'), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date: Signature(s)