



Ministry of Finance

Ameenee Magu, Male', Republic of Maldives

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ދިވެހިރާއްޖޭގެ ޖުމްހޫރިއްޔާ  
މިނިސްޓްރީ އޮފް ފައިނަންސް

ADDENDUM 1

1 ވަނަ އަދަދު

|                                         |                                                |                                       |  |
|-----------------------------------------|------------------------------------------------|---------------------------------------|--|
| ނަންބަރު<br>No:                         | TES/2019/W-08                                  |                                       |  |
| ފްރޮޕްޕެކްޓް<br>Project:                | Construction of Major Roads at Hdh.Hanimaadhoo |                                       |  |
| ދިޔަ ދުވަސް<br>Issued Date              | 18 <sup>th</sup> March 2019                    |                                       |  |
| ސަފުހާ ގެ ޖަދުވަލު<br>No. of Pages: -01 | ބޮޕް ގެ ޖަދުވަލު<br>Boq: -00                   | ޖަހާ ވަރުގެ ޖަދުވަލު<br>Drawings: -00 |  |

Please include this amendment when submitting the bid. ބިދު ހުށަހަޅާ ފަހަރު މި އަދަދު ހިމާލުމަށް އެދިފައިވަނީ.

- Changes brought to Section VIII – Particular Conditions of Contract are attached.

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Name: Fathimath Rishfa Ahmed

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Signature:

*[Handwritten Signature]*







**Ministry of Finance**  
Republic of Maldives

## **ADDENDUM 1**

**For**

**TES/2019/W-08–Construction of Major Roads  
at HDh.Hanimaadhoo**

**March 18, 2019**

National Tender  
Ministry of Finance  
Republic of Maldives

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## Section VIII. Particular Conditions of Contract

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



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



| GCC reference                    | Particular Conditions that amend or supplement the General Conditions of Contract for the Procurement of Works                                                                                                                     |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | CP= Contract Price (<br>LD = Late Duration<br><br>The maximum amount of liquidated damages for the whole of the works is 15% (fifteen percent) of the final contact price.                                                         |
| 47.1                             | <b>Not applicable</b>                                                                                                                                                                                                              |
| 48.1                             | The Advance Payments shall be: <b>15% (fifteen percent)</b> and shall be paid to the Contractor no later than <b>45 days upon signing of the contract and as per the conditions of contract.</b>                                   |
| 49.1                             | The Performance Security amount is <b>MVR ..... i.e. 5%</b> of the Contract Price.<br><br>The validity of the performance security shall be: <b>Until the date of issue of the Defects Liability Certificate.</b>                  |
| <b>E. Finishing the Contract</b> |                                                                                                                                                                                                                                    |
| 55.1                             | The date by which operating and maintenance manuals are required is <b>one month after intended completion date.</b><br><br>The date by which "as built" drawings are required is <b>one month after intended completion date.</b> |
| 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: <b>Twelve (12) months.</b>                                                                                                                                                                          |
| 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 <b>[insert percentage].</b>                                                               |



