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Section 1 – Agreement

**This Agreement** made the **\_\_\_** day of **\_\_\_\_\_\_\_\_ 2019 ,** between Government of Maldives *represented by the* Ministry of National Planning and Infrastructure, Male’, Republic of Maldives (hereinafter called “the Employer”) of the one part and  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. (herein after called “the Contractor”) of the other part.

**Whereas** the Employer is desirous that certain Works known as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**and should be executed by the Contractor, and has accepted a Bid by the Contractor for a lump sum fixed price of MVR **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (*in words*) GST inclusive 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 dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The Letter of Tender dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
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: |
| Designation: Environment |  | Designation: |
| Address: |  | Address: |

In the presence of:

|  |  |
| --- | --- |
| Employer representative:  …………………………………………………… | Contractor:  ……………………………………………………. |
| Name: | Name: |
| Designation: | Designation: |
| Address: | Address: |

Section 1 – Appendix to the Agreement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Sub - Clause** |  | |
| Employer’s name and address | | 1.1.2.2. & 1.3. | Ministry of National Planning and Infrastructure  Ameenee Magu, Male’  Republic of Maldives | |
| Contractor’s name and address | | 1.1.2.3. & 1.3. | *To be filled by the Contractor* | |
| Engineer’s name and address | | 1.1.2.4. & 1.3. | *(Name of Engineer)*  Ministry of National Planning and Infrastructure  Ameenee Magu, Male’  Republic of Maldives | |
| Time for Completion of the Works | | 1.1.3.3 | \_\_\_\_\_\_ days (*to be filled by Contractor)* | |
| 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 | |
| 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 | 14 days | |
| Normal working hours | | 6.5 | 08:00 to 14:00 or as may be suited for the works | |
| Delay damages for the Works | | 8.7 & 14.15(b) | 0.25% 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 | 15% 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 if the Advance is Claimed within 45days. | |
| Number and timing of installments | | 14.2 | Single payment in accordance with Clause 14.2 | |
| Currencies and proportions | | 14.2 | 100% in Maldivian Rufiyaa | |
| Start repayment of advance payment | | 14.2 (a) | From first progress invoice onwards | |
| Repayment amortization of advance payment | | 14.2 (b) | 15% | |
| Percentage of Retention | | 14.3 | 5% | |
| Limit of Retention Money | | 14.3 | 5% of the final Contract Price | |
| Currency of Payment | | 14.15 | 100% in Maldivian Rufiyaa | |
| 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) | Nil | |
| Maximum amount of third party insurance | | 18.3 | MVR 1 Million | |
| The Dispute Adjudication Board shall be | | 20.2 | National TenderBoard 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 | | | | |

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