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Section 1 – Agreement

This Agreement made the ___ day of _____ 2019 , between Addu City Council, Addu City, 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,
 - (a) The Letter of Acceptance dated _____.
 - (b) The Letter of Tender dated _____.
 - (c) The Addenda nos. _____.
 - (d) The Conditions of Contract
 - (e) The Employer’s Requirements
 - (f) The completed Schedules, and ;
 - (g) 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:

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.	Addu City Council Medheari Magu Republic of Maldives
Contractor's name and address	1.1.2.3. & 1.3.	<i>To be filled by the Contractor</i>
Engineer's name and address	1.1.2.4. & 1.3.	<i>(Name of Engineer)</i> Riyan Pvt. Ltd. 3 rd Floor, H. Azum , Ameenee Magu, Male' Republic of Maldives
Time for Completion of the Works	1.1.3.3	_____ days (<i>to be filled by Contractor</i>)
Defects Notification Period	1.1.3.7	240 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	02% 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 instalments	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 or United States Dollars for Foreign Parties	
Periods for submission of insurance:			
(a) Evidence of insurance	18.1	14 days	
(b) Relevant policies	18.1	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	Secretariat of Addu City Council, 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)
<ul style="list-style-type: none"> • These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9 			