



NATIONAL
INSTITUTE OF
EDUCATION

National Institute of Education
Republic of Maldives

AGREEMENT

Between

THE GOVERNMENT OF THE REPUBLIC OF MALDIVES

REPRESENTED BY

NATIONAL INSTITUTE OF EDUCATION

and

(NAME OF THE FIRM/INSTITUTE)

for

**Supporting Teacher Training on Online Education (Pedagogy &
Assessment) and Related Policy Development**

DATED: (agreement date)

AGREEMENT NO:

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT (“the Contract”) is entered into this **(date)**, by and between **National Institute of Education** for the Government of the Republic of Maldives (“the Client”) having its principal place of business in Male’, Republic of Maldives, and **(name of the institute/firm)** (“the Consultant”) having the current address at....

WHEREAS,

- (a) the Consultant is developing required modules and arrangements to Support Teacher Training on Online Education (Pedagogy & Assessment) and Related Policy Development for the Client to train teacher educators and teachers in the Maldives as per the TOR.
- (b) the Client has requested the Consultant to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (c) the Consultant, has the required professional skills, has agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THIS AGREEMENT hereby 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 engagement hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement.
 - a) The conditions of engagement (Part I – Standard Conditions and Part II – Conditions of Particular Application)
 - b) The Appendices, namely
 - (i) APPENDIX A: Terms of Reference for the Service
 - (ii) APPENDIX B: Reporting Obligations
 - (iii) APPENDIX C: Letter of award
3. In consideration of the payments to be made by the client to the consultant as hereinafter mentioned the consultant hereby agrees with the client to perform the services in conformity with the provisions of the agreement.
4. The client hereby agrees to the consultant in consideration of the performance of the services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
5. In witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with the laws of the Republic of Maldives

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed in duplicate as of the date above written by its duly authorized representative.

For and on behalf of the

CLIENT

CONSULTANT

Name

Position

National Institute of Education

Republic of Maldives

Name

Other details

Witness by:

CLIENT

CONSULTANT

Name

Position

National Institute of Education

Male', Republic of Maldives

Name

Other details

CONDITIONS OF CONTRACT

PART 1 - STANDARD CONDITIONS

DEFINITIONS AND INTERPRETATIONS

1. Definitions

The following words and expressions shall have meanings assigned to them except where the context otherwise requires:

- a) "Project" means the project names in Part II for which the works are to be provided.
- b) "Services" means the services to be performed by the consultant in accordance with the agreement.
- c) "Client" means the party named in the agreement, who employs the consultant and legal successors to the client and permitted assignees.
- d) "Consultant" means the party named in the agreement, who is employed as the independent professional firm by the client to perform the services and legal successors to the consultant and permitted assignees,
- e) "Party" and "Parties" means the client and the consultant and "third party" means any other person or entity as the context requires.
- f) "Agreement" means the conditions comprising the conditions of contract Part I and Part II together with Appendices.
- g) "Day" means the period between any one midnight and next.
- h) "Month" means a period of one month according to the Gregorian calendar commencing with any day of the month.

2. Interpretation

- a) The heading in the agreement shall not be in its interpretation.
- b) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- c) If there is conflict between provisions of the agreement, the last to be written chronologically shall prevail.

OBLIGATIONS OF THE CONSULTANT

3. Scope of Services

The Consultant shall perform all services relating to the execution of the contract.

4. Duty of care and exercise of Authority

- a) The Consultant shall exercise reasonable skill, care, and diligence in the performance of his obligations under the agreement.

- b) Where the services include the exercises of powers or performance of duties authorized or required by the terms of the contract between the client and any third party, the consultant shall:
 - i. Act in accordance with the contract provided that the details of such powers and duties are acceptable to him where they are not described in TOR.
 - ii. If so authorized certify, decide or exercise his discretion fairly between the client and the third party not as an arbitrator but as an independent professional acts by his skills and judgment.
 - iii. If so authorized vary the obligations of any third party, subject to obtaining the prior approval of the client to any variation which have an important effect on cost or quality or time (except in any emergency when the consultant shall inform the client as soon as possible)

5. Clients property

- a) Anything supplied by or paid for by the client for the use of the consultant shall be the property of the client and where practicable shall be so marked. When the services are completed or terminated the consultant shall furnish inventories to the client of what has not been consumed in the performance of the services and shall deliver it as directed by the client.
- b) Training modules and other documents developed by the consultant for the purpose of this assignment and for which the client has paid shall be the property of the client. All such property should be handed over to the client when the contract is over.

OBLIGATIONS OF THE CLIENT

6. Information

- a) The Client shall so as not to delay the services and within a reasonable time given to the consultant free of cost provide all information in his/her power to obtain which may pertain to the services.

7. Decisions

- a) On all matters properly referred to him in writing by the consultant the client shall give his decision in writing so as not to delay the services and within a reasonable time.

8. Assistance

- a) In respect of the consultants, his personnel and dependents, as the case may be, the client shall do all his power to assist in:
 - i. Provide unobstructed access to any required place in his/her power within a reasonable time.

9. Equipment and Facilities

- a) All equipment and facilities required to carry out the services shall be arranged by the consultant and any related expenses like travel and lodging at site etc. shall be borne by the client.

10. Representatives

- a) For the administration of the agreement each party shall designate the official or individual to be his representative.

COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

11. Agreement effective

- a) The agreement is effective from the date of signing of contract agreement.

12. Commencement and Completion

- a) The services shall be commenced and completed at the times or within the period stated in Part II subject to extensions in accordance with the agreement.
- b) A penalty for all time delays or to meet the deadlines provided by the consultant's duration will result in Liquidated Damages (LD), except those approved by the client in writing, shall be applied for a maximum of 10% of the bidder's price. The delay rate per day for liquidation damages shall calculate as follows;

In the case of unapproved time delays extending beyond 07 days, the Client reserves the right to terminate the Agreement and execute the remainder of the works with another Consultant. Any additional costs resulting from the termination of this agreement shall be paid by the Consultant and may be deducted from any amounts owed to the Consultant.

$(CP * 0.005 * LD)$

Where;

CP = Contract Price (i.e Total Contract Awarded Price Inclusive of all Taxes)

LD = Late Duration (i.e. Days delayed from the Contract End Date)

If the delays are due to issues which could not be influenced by the consultant, i.e. delays due to the client, in order to negate the LD charges; the consultant is to provide sufficient paper work evidence to justify the consultant has done his/her responsibilities to the best of his/her abilities.

13. Variations

- a) The Agreement can be varied through issuance of Variation Order with mutual agreement.

14. Further Proposal

- a) If requested by the client in writing the consultant shall submit proposals for altering the services. The preparation and submission of such proposals shall be in additional services.

15. Changed circumstances

- a) If circumstances arise for which the consultant is not responsible and which make it irresponsible or impossible for him/her to perform in whole or in part the services in accordance with the agreement s/he shall promptly dispatch a notice to the client.
- b) In these circumstances if certain services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 3 days for resumption of them.
- c) If speed of performing certain services has to be reduced, the time of their completion shall be extended as may make necessary by the circumstances.

16. Abandonment, Suspension or Termination

- a) By notice of the Client.
 - i. The Client may suspend all or part of the services or terminate the agreement by notice of at least 7 days to the consultant who shall immediately make arrangements to stop the services and minimize expenditure.
 - ii. If the Client considers that the Consultant is without good reason not discharging his/her obligations, s/he can inform the consultant by notice stating the ground for the notice. If a satisfactory reply is not received within 15 days, the Client can by a further notice terminate the Agreement provided that such further notice is given within 07 days of the client's former notice.
- b) By notice of the consultant.
 - i. After giving at least 7 days' notice to the client, the consultant can by a further notice of at least 15 days terminate the Agreement, or at this discretion without prejudice to the right to terminate can suspend or continue suspension of performance of the whole or part of the services.
 - 1. When 30 days after the due date for payment an invoice he has not received payment of that part of it which has not by that time been contested on writing, or
 - 2. When services have been suspended under either clause 16(a) and the period of suspension has exceeded 30 days.

17. Right and Liabilities of Parties

- a) Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

PAYMENT

18. Payment to the Consultant

Total Contract Value: (agreed amount)

(amount in words)

A. The payment schedule shall be as follows:

The consultancy will be hired as an international consultancy from an institution or firm and will be paid in accordance with the agreed rate in phases with respect to deliverables. The payment will be divided as per the output of the consultancy. The institution or firm should complete and submit the final documents as agreed and after finalizing and accepting the documents only the payment will be issued. A tentative payment schedule is given below.

No:	Deliverables	Payment
1	Developing the training module for teacher trainers, curriculum developers and coordinators of the Teacher Resource Centres with a training schedule and approval of these tools and training schedule.	20%
2	Submit and approval of the report of the training delivered to 70 teacher trainers, curriculum developers and coordinators of the Teacher Resource Centres	20%
3	Developing the online, self-paced interactive short course of 20 hours on online education and made it available online on Canvas platform	20%
4	Providing technical support to the National Institute of Education and Ministry of Education team to draft a policy on online education and producing the final draft of the policy	10%
5	Final report of the consultancy submitted and accepted by the National Institute of Education and Ministry of Education team.	30%

B. Payment Conditions

Payment shall be made in United States Dollars or Maldivian Rufiyaa (as the case may be). Original invoices should be delivered to National Institute of Education, addressed as follows:

Project Coordinator,

Supporting Teacher Training on Online Education (Pedagogy & Assessment) and Related Policy Development

*National Institute of Education
Ghaazee Building, 2nd Floor, Male', 20125,
Maldives
Email: procurement@nie.edu.mv*

19. Time for Payment

- a) Accounts due to the consultant shall be paid promptly
- b) If the consultant does not receive payment within the time stated in Part II s/he shall be paid agreed compensation at the rate defined in Part II compound monthly on the sum overdue and its currency reckoned from the due date for payment of the invoices.

20. Currency of Payment

- a) The currency of payment is United States Dollar (if an international party) or Maldivian Rufiyaa (if a local party)

GENERAL PROVISIONS

21. Language and Law

- a) In part II there is stated the language or languages of the agreement, the ruling language and the law to which the agreement is subject.

22. Changes in legislation

- a) If after the date of Agreement, the cost or duration of the services is altered as a result of changes in or additions to the laws and regulations the agreed remuneration and time for completion shall be adjusted accordingly in mutual agreement.

23. Assignment of subcontracts

- a) The consultants shall not without the written consent of the client assign the benefits from the agreement other than money.
- b) Neither the client nor the consultant shall assign obligations under the agreement without the written consent of the other party.
- c) The consultant shall not without the written consent of the client initiate, vary or terminate any subcontract for performance of all or part of services.

24. Copyright

- a) The client retains copyright of all documents prepared for the works. The consultant shall be entitled to use them or copy them only for the works and the purposes for which they are intended and need not obtain the clients permission to copy for such use.

25. Conflict of Interest

- a) Unless otherwise agreed in writing by the Client, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with the project except as provided for in the agreement.
- b) The consultant shall not engage in any activity which might conflict with the interest of the client under the agreement.

26. Notices

- a) Notices under the Agreement shall be in writing and will take into effect from receipt at the address stated in Part II. Delivery can be by hand or email message against a written confirmation of receipt or by registered letter.

27. Settlement of disputes

- a) Any dispute or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall at first be discussed among the two parties to resolve the issue. If either of the party is dissatisfied with the conclusions arrived from such discussions, the matter shall then be taken to the relevant legal court in Maldives to seek a final decision.
- b) The parties agree to comply with the awards from the court and waive their rights to any form of appeal insofar as such waiver can validly be made.

CONDITIONS OF CONTRACT

PART II – CONDITIONS OF PARTICULAR APPLICATION

1.0	Definitions (a) the project is	
12	Commencement	Date of Contract Signing
12	Time of Completion	4 (four) Months from Commencement.
19	Time of Payment	30 days after submission of invoice
19	Compensation for late Payment	0.01% per day
20	Currency of Payment	United States Dollars (for international parties) or Maldivian Rufiyaa (for local parties)
21	Language of Agreement	English
21	Ruling Language	English
21	Laws of which agreement is subject	Law of Republic of Maldives
26	Notices	
	Client	National Institute of Education Ghaazee Building, 2 nd Floor, Ameer Ahmed Magu Henveyru, Male', 20125 Republic of Maldives Email: procurement@nie.edu.mv Tel: +960-3023543
	Consultant	Name (other details)
18	Payment	Payment shall be made to the Consultants Account as detailed below. (consultant's account details)

APPENDIX A
Terms of Reference for the service

APPENDIX B
Reporting Obligations

Reporting Requirements

The consultants should submit a report at the end of each deliverable within 10 working days after completing the deliverables, in a format agreed with the MEE/PMU representative.

Equipment, logistics and facilities

The Consultants shall ensure that experts are adequately supported and equipped. In particular, he/she shall ensure that there are sufficient administrative, computing and secretarial provision to enable experts to concentrate on their primary responsibilities. The Consultant shall meet the full costs for the supply of the teams including all travels, remuneration, insurance, emergency medical aid, facilities and all else necessary for the competent operation of his/her teams. The Consultant will provide his/her own office space for his/her Project team(s).

There is no specific requirement for the consultant or the liaison to attend face to face meetings with the client except in the matters which deem relevant to have face-to-face meetings. For such a meeting, the Consultant or the liaison must be informed 72 hours before the meeting. However, the team must be available for scheduled and ad-hoc meetings online using video conferencing.

APPENDIX C
Letter of Award