

وْتَرْعُ مُوْ عُرُونُ وَكُونُ وَمُو وَمُونُ وَمُونِ وَمُونِ وَمُرْمُونُونُ وَوْمِ 2 وَمَرْ دِسْمِمُ

MIA-TI37-21 : ﴿ مَرْهُ مُرْهُ اللَّهُ ا

(IUL)142-A1/142/2021/167

دِرْوُسْ سَرْسُ عَرْ:

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1.1	ת 0 ת כ מקנוקים אק	MIA-TI37-21
1.2	ر ۵ / 2 برسره بر	(IUL)142-A1/142/2021/167
1.3	المجاورة	09 سرَّوُوْهَ بر 2021
1.4	و کوسر	02
1.5	0 / 50 V .	رُخْدُرُ 02 وَسَرُ وَمُوْرِدُمِ مِدْتُكُومُونَدُ وُدُمِ 2 وَسَرُ دِسْمِرُهُ
وزئر (نزرُدُونْر برُور 1.6	دِ سَوْجَ بِرِنْ بُرْسُر:	وَوْدُوْدِ هَدِوْدِدُوْدُوْدُوْدُ دُوْدُ وَيُرْدُوْهُ دُوْدُ وَكُوْدُوْهُمْدُ 2021 وَسَرَّ اللَّهُ وَدُوْدُهُمْد 2021 وَسَرَّ وَرَدُوْدُوْدُ دُوْدُ وَسِرَّ وَمِرْسُوْهُمْدُوْدُ وَسِرَّ وَمِرْسُوْهُمْدُوْدُ وَسِرَّ وَمِرْسُوْمُ مِنْدُوْدُوْدُ وَسِرَّ وَسِرَ وَسِرْسُوْهُمْ يُوْدُونُونُ وَمِرْسُرُونُ وَسِرَا وَاللَّهُ وَاللَّالِيَّةُ وَاللَّهُ وَاللَّالِيَّةُ وَاللَّهُ وَاللَّالِيَّةُ وَاللَّهُ وَاللَّالِيْ وَاللَّهُ وَاللّلَّالِي وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللّلَّا لَا اللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّالِي وَاللَّهُ وَاللَّالِمُ وَاللَّالِمُ وَاللَّالِمُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّهُ وَاللَّالِمُ وَاللَّالِمُ وَاللَّالِمُ وَاللَّالِمُ وَاللَّالِمُ وَاللَّالِمُ وَاللَّالِمُ اللَّهُ وَاللَّالِمُ اللَّهُ وَاللَّالِي وَاللَّالِمُ اللَّهُ اللَّهُ وَاللَّالِي وَاللَّالِمُ اللَّالِي وَاللَّالَّا اللَّهُ اللَّالِمُ اللَّهُ اللَّالِمُ اللَّالِمُ ا
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1. ﴿ وَمُورُ رَمْرُ رَفُرُ وَ الْمُؤْدِدُ وَمُومُونُو ﴿ وَمُورُونُ مُورُونُونُ مُومُونُو اللَّهِ وَاللَّهُ اللَّهُ وَمُوامُونُ اللَّهُ وَاللَّهُ اللَّهُ اللّلِي اللَّهُ اللَّهُ اللَّهُ اللَّهُ اللَّهُ اللَّهُ اللَّهُ اللّلِي اللَّهُ اللّلْمُ اللَّهُ اللَّالِي اللَّاللَّالِي اللَّالِي اللَّالِي اللَّاللَّا اللَّالِمُ اللَّا اللَّالِي اللَّال			
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	ים מספררים ריזרים ספת הממממבה נתנפת ס	3	
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هِ وَمَ رَدَرُدُودَهِ، هِ وَمَ رَدَرُءٌ وَمُدَهِ وَهُرَامُونَ رَجِرٌ ، رَجِهُ، خَارُهُ، هَرِ دُهُ مُوْوَدُ وَرَرُهُ شَرَوَهُ دُرُسُوفُ مُ رَدَرُدُودَهِ، هِ وَمَ رُدَرُءٌ وَهُرَامُونَ مُرَدُهُ مِنْ وَهُرُهُ اللَّهِ مِعْ وَوَدُ فَوْوَ دُودُ دُرُسُوفُ مُوَدُرُهُ مُرَدُهُ مِنْ مُعَامِّمُ وَهُرَامُونَ مُرَدُهُ مِنْ وَهُرُهُ اللَّهِ مِعْ وَوَدُ فَوْوَ دُودُ دُودُ رِوَسُرِسُوْسُرُهُ مِنْ وَمُنْ مُرَامُ وَاللَّهُ مِنْ مُنْ مُنْ مُنْ مُنْ مُنْ مُنْ مُنْ مُ	3.3
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و و دو دو در	3.5
פּרָכֵצ לְצִי ְ רָתִּתְּמִעְתְּצִׁרְ שְּׁלָתְ פִּצְתְּצִׁ בְּתְּתְּ עִבְּרָתְ עִבְּבְּעְ מִפְּבָּעְתְפָּ. כְצִפְּלְ שִּׁרְכֵצ לִצִי ְ רָתִּתְמִעִתְּבְּרָ שְּׁלָתְ פִּאָתְצִּ בְּבְּרָבְעִ שְּׁלְכֵּצ שְׁתְרְבִּעְ שְּׁלְכֵּצ שְׁתְרְבִעְ שְּׁלְכֵּצ שְׁתְרְבִּעְ שְּׁלְכֵּצ שְׁתְרְבִעְ שְּׁלְכֵּצ שְׁתְרְבִעְ שְּׁלְכֵּצ שְׁתְרְבִעְ שְּׁלְכֵּצ שְׁתְרְבִעְ בְּבָּבְרִבְעִיתְבָּרְ תִּפְּתְרְבִּעְ שְּׁלְכֵּצ שְׁתְרְבִעְ בְּבְּבְרִבְעִיתְבָּרְ תִּפְּתְרְבִּעְ	3.6
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שַּלָכֵּל הַאַרְעִית בְּבְּהְשִׁת בָּהְבֶּה עִבְּיל בְּבְּבְּל בְּאֵלְ הַעִּמִית שְּלָת רִבְיל בְּאֶלְנִית 10 בּבְּרֵב פּרָכֵּל הארושת בְּבָהְשִׁת בֹּהְבָּה (בֹּפֶׁ בַּאֶלְ הִשְׁתִית שְּלָת רִבִּיל בְּאֶלְנִית בְּבְּיל בְּבְּבְּ בַּהִבְּבִּינִפַּי.	3.8
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	3.11

יסים יו יכיסיב ביניין יביני אין ספי יביטסיו בינ אין ספי יביטסים ביני אין ספי יויים ייס שת מפת שת הבפכת צו התת צלת פי הבפתח התת בינים המתב התפפה המתבית פי התקמת שת איני	
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יום הי בינבו הם בינ הם אפרל האום בינבו בין בים יכום יובו הינב אבר שת המפפג הנה שת מקחשמת צמפנה תפכב ממג מתב פצפנה המפשת אורים אורים של מודים אורים	
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	3.17
هوس رور کرد کرد کرد کرد کرد کرد کرد کرد کرد کر	
هِ وَسَرَ رَبِرَوْسَ مَاسِءَ دَعِ وَرَدُو وَدَرُورَ رَبِرَءُ دُوكِ هِ وَرَدُ هُ وَرَدُ شَرَكُ دُوكِ هِ وَسَرَهُ مُوكِدُ رَبِرَوْسُ مَاسِءَ دَعِ وَرَدُ وَرَدُورُ رَبِرَوْسُ مَاسِءَ دَعِ وَرُدُ مَرْدُورُ مِوسِدُ وَمِرْدُورُ رَدُووْرُ رَوْجَ رِوْرُدُ وَسِرِ صِوْسُ رَبِرَوْسُ مَاسِءَ دَعِ وَرُدُ وَرَدُو هِ فِي رَبِرَوْ وَمُوسُورُ دَوْرَ دُورُورُ دَوْرَوْرُ دَوْرُورُ وَرَدُورُ وَمِوْرُورُ وَرَدُورُ وَرَدُورُ وَمِنْ رَبِرَوْسُ مَاسِءَ دَوْرُورُ وَرَدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمِرْدُورُ وَرَدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمُورُورُ وَرَدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمُورُورُ وَرَدُورُ وَمُورُورُ وَرَدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمِرْدُورُ وَمُؤْمِنُونُ وَمُورُورُ وَرَوْدُورُ وَمِنْ وَمُورُورُ وَرَدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَمُورُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَرَوْدُورُ وَمُورُورُ وَمُورُورُ وَمُورُورُ وَمُورُورُ وَرَوْدُورُ وَمُورُورُ وَرَوْدُورُ وَمُؤْمِورُ وَمُورُورُ وَرَوْدُورُ وَمُورُورُ وَمُورُورُ وَرَوْدُورُ وَمُورُورُ وَمُورُورُ وَمُورُورُ وَمُورُورُ وَرَوْدُورُ وَمُورُورُ وَالْمُورُورُ وَمُورُورُ وَالْمُورُورُ وَالْمُورُورُ وَالْمُورُورُ وَالْمُورُورُ وَالْمُورُونُورُ وَالْمُورُورُ وَالْمُورُورُ وَالْمُورُورُ وَالْمُورُورُ وَالْمُورُورُ وَالْمُورُورُورُ وَالْمُورُورُ وَالْمُورُولُونُ وَالْمُورُورُ وَالْمُورُورُورُ وَالْمُورُورُ وَالْمُورُولُونُ وَالْمُورُونُ وَالْمُوالِمُونُ وَالْمُورُولُونُ وَالْمُورُولُونُ وَالْمُ وَالْمُورُونُ وَالْمُورُونُ وَالْمُولُولُونُ وَالْمُوالْمُ والْمُولِولُونُ وَالْمُولِولُونُ وَالْمُولِولُونُ وَالْمُولِولُولُونُولُولُونُ وَالْمُولُولُولُولُونُ وَالْمُولُولُولُولُولُولُولُ	
هوس رور کرد کرد کرد کرد کرد کرد کرد کرد کرد کر	
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המית אל הפלחש מאפר שתית מאת בתציע
                                                                                                                                                                      :4 26
                                                                                     - عُلْسِرِيْوْ سُوْسِ وِيَا سَمْسُ (وَسُرْسِ مَوْسِ وَوَرَّسُ وَمُوْرِ
                                                                                                                                                   תמים ב - שלת לעל בעלת לעלל ב לעלת לעל בעל ב
                                                                             מתעם 3 - 2 בשל הערגשל לכ
                                                                                            دُسْرُهُ 4 - زَرِسْرُسُورُو £ عُ عُرِهُ عُرُو £ عُ عُرِهُ عُرِهُ عُرِهُ عُرِهُ عُرِهُ عُرِهُ عُرِهُ عُرِهُ عُ
                                                                                             היינים 6 - שייתיים באברים
                                                                                                             مروع و دروسود و دورو
                                                                            מינים 2 - בא בל מים שיתע בא מיק בל
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                                                                                  مروع 4 - مده شوش مروو دسرو دم
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פני (יוים ליני פלבתו המצתפ היות נייים ביי

- (م) جَوْدُهُ وُدْمُدُ (مُوفِعُهُ 2 دُمِ مِرْدُهُ وُدْعُدُمُ (مُ
- (ת) של לעל לאפפר לפכל שלאפפער בל ברעתותפר
 - (سر) وِرَزُيرِهُ بَرِهُ بَرِي عَرَيِ فَعَ عِرْهُ لَا يِرِ
- (١) بِدُرُورُورُدُ بُرُرِ دُسَمُرُورُ اللهُ وَمُومُورُ اللهُ وَمُومُورُ اللهُ اللهُ
- $(z)^{\alpha}$
 - (מ) שלים לעלילים לישול באיפט לחבן תחיים
- - ב לבי של הל מתשפשר (ש)

4.2

- - (a) $\times (a)$ $\times (a)$

5 حوير وَعَيْرِنْ مُرَدِّد حَوَيْر رَوُوْنَا مُرْسُر

﴿ وَرَا وَرَا مِنْ وَ الْمُرْمَ وَ وَوَلَا كُنْ وَكُولُا وَ وَرَا وَ وَرَا وَ وَرَا وَرَا وَرَا وَ وَوَا وَ وَ عَامِ وَمَرَا وَمِنْ مِنْ وَرَا مِنْ مِنْ وَرَا وَمَا وَمِنْ وَمُولِوْ وَوَرَا وَوَا مِنْ وَالْمُوا وَالْمُو عَامِ وَمُولُو وَمُولِمُ وَمُرْدُونُ وَمِنْ وَرَا مُرْمِدُ وَمُولِمُ وَقَالَ وَالْمُوا وَالْمُولُونُ وَالْمُو	5.2
ריים יום יוט ווט ווט אוט אין יו יוטר בייט יוטיט אין יוטיט אין	
(ر) ﴿ وَمَرْرَدُودَ مُسْمِرُهُ وَمُرَّهُ وَمُرْمُورُهُ وَمُرْمُورُهُ وَمُرْمُورُهُ وَمُرْمُورُهُ وَمُورِمُونُ	
(ת) בְּבָר בֹרָ ' 'בִּית ב'ב'י ^{אַ} רְצִים בּרָפ'ס בּפָית (ת) בְּבִיר ' בּרְצִים בּרָת בּרָפ'ס בּפָית	5.3
(m) שְּלַבּרִע קְבָּשִׁמִת שֶּלְבָּצ הְעִרְנִקְשֵּ קְבִיע בְּרֶצָה שׁלְמִת (m)	
(x) $x = (x + x + x + x + x + x + x + x + x + x$	
מים ביונים ו וו הכבלית הבבית מים היונים מים ביונים ביונים ביונים ביונים ביונים ביונים ביונים ביונים ביונים מים מיבות התהעבת בקפצת בהתבביתה המשפטת מיבות פאות מאות מאות מאות ביונים מיבות מים ביונים ביונים מיבות מיבות מיבות	
ב ארב ארק ב פרב פרפאת ב בפיתה פיני ברב ביני ברב ברב ביני ביני ברב ברב ביני ברב ברב ברב ברב ברב ברב ברב ברב ברב בר	5.4
هِ وَسَرْهُورُ وَجَهُ سُرْدَ مِنْ مِنْ مِنْ عَرْبُوعَ مِدَ وَ مَحْدِثُوعَ مِدِ وَسُورُ مَا مَثَمَّرُ 2 وَرِ وَسُرُدُو.	5.5
ים הספר כני לריבור לא המלחת בית בית בית בית בית בית בית בית בית בי	5.6
هِ وَهُ مَرْ مُرَدُونَهُ وَمُرَّمُ مُرَدُ وَمِرَدُهُ وَمُرَّمُونَهُ وَمُرْدُونُو وَمُرْدُونُو وَمُرْدُونُو وَمُرَّمُونُ وَمُرْدُونُو وَمُرَدُونُو وَمُرَدُونُو وَمُرْدُونُو وَمُرْدُونُو وَمُرْدُونُو وَمُرْدُونُو وَمُرَدُونُو وَمُرَدُونُو وَمُرَدُونُونُونُونُونُونُونُونُونُونُونُونُونُ	5.7
יין ביין אין אין אין אין אין אין אין אין אין	5.8
رده اود در خرد در د	5.9
دَهِ دَر هُرُور وَ مُرَدِّرُور وَ دَرَوْرَدُر وَ وَرَحْرِدُور وَ وَرَحْرَدُور وَ وَرَحْرَدُورُ وَرَحْرُورُورُ وَرَحْرُورُورُ وَرَحْرُورُورُ وَرَحْرُورُورُ وَرَحْرُورُورُ وَرَحْرُورُورُ وَرَحْرُورُورُ وَمِرْوَرُورُ وَمِرْوَرُورُ وَمِرْوَرُورُ وَرَحْرُورُورُ وَرَحْرُورُورُ وَمِرْوَرُورُ وَمِرْورُ وَمِرْوَرُورُ وَمِرْورُورُ وَمِرْوَرُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُورُ وَمِرْورُ وَمِرْورُورُ وَمِرْورُورُورُ وَمِرْورُورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُورُ وَمِرْورُورُورُ وَمِرْورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُورُ وَمِرْورُورُورُ وَمُرْورُورُ وَمِرْورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ ورَامُورُورُ وَمِرْورُورُ وَمِرْورُورُورُ وَمِرْورُورُ وَمِرْورُورُورُ وَمِرْورُورُورُ ورُورُورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْورُورُ وَمِرْمُورُورُ وَمِرْورُورُورُ وَمِرْمُورُورُ وَمِرْمُورُورُ وَمِرْمُورُورُ وَمُورُورُورُورُورُورُورُورُورُورُورُورُورُ	5.10

و٤ سَانْدِجِدُر بُرُدُودَبُرْتُ دُبُرُجِ	6
ים דיין ישנם ידיי ידינה ידינה במרכני שסידם דיין שלטשי שלטשי של מין י שם ים מרכני באר	
00 כ , יכס 0 אס ייס פריס פריס ייס ייס ייס ייס ייס ייס ייס ייס ייס	6.1
ביינים מיינים ייני ביינים או אריים אריים או מיינים אינים או מיינים אינים איני	
هِ يُسْمِرِهِ وَ يُحْوَدُهِ رُمْرَكُورُ وَكُورُ رُكُورُ وَكُورُ وَالْعُورُ وَكُورُ وَكُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُولُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُولُ وَالْمُوالِمُ وَالْمُورُ وَالْمُورُ وَالْمُورُ وَالْمُوالِولُولُ وَالْمُوالِمُ لَالْمُؤْلِقُولُ وَالْمُولُولُ وَالْمُؤْلِقُولُ وَالْمُؤْلِقُولُ وَالْمُؤْلِقُ وَالْمُولِ وَالْمُؤْلِقُ لِلِمُ وَالْمُولِ وَالْمُولُ وَلَالْمُولِ وَالْمُولِ وَلَالْمُولِ ول	6.2
ינר () () () () () () () () () ((2
של הל	6.3
هِ يُسْرِيرُ مِعْ وَدُورُهُ وَمِرَهُ وَمِرَعِ عِنْ وَدُورُهُ رَوَّوٌ مَّيْرِوْسٌ وَبِرِيْسٌ 15 (وَسَرَبَر) فَرَوْرُو.	6.4
ه و رو در	6.5
	6.5
ים " " וו י"	
ם ם כ קרם באסום במורה במורה אום אם אין היים אום אין אינה באר בארה בארה אין האינה אין אינה בארה בארה אין אינה בארה בארה אין אינה בארה אין אינה בארה אין אינה אינה אינה אין אינה אינה אינה אינה אינה אינה אינה אינה	6.6
" ?	
﴾ ﴿ ﴿ وَمُرْبِ وَمُرْبُونِهِ ﴾ ﴿ وَوَرْدُ رَبُرُكُ اللَّهِ ﴾ 5 ﴿ 5 ﴾ 5 ﴿ 5 ﴾ 5 ﴾ 6 ﴿ 5 ﴾ 5 ﴾ 6 ﴿ 5 ﴾ 6 ﴿ 5 ﴾ 6 ﴿ 6 ﴿ 6 ﴿ 6 ﴿ 6 ﴾ 6 ﴿ 6 ﴿ 6 ﴾ 6 ﴿ 6 ﴿	6.7
י יים אים אי יים אים יים יים יים יים אים א	6.8
0) כ , א לינס ל , לי	
(א) שֶּלָת אֹתְיֵּ צָּלְתִּ הִצְ שֶּלָכִּחֹה בֹּהְצִהְּ 'בֹּרְבָּהְ 'בְּלֶתְ 'בְּלֶתְ 'בְּלֶתְ בְּלֶתְ הִינְ בְּאַבְּתְ בְּלֶתְ הִינְ בְּאַבְּתְ בְּלֶתְ הִינְ בִּאְבָּתְ שֶּלָת הִינְשִּׁ בּיתְבְּתְתִּי שְּלָת הִינְשִׁע בּיתְבָּתְתִּי בּיתְבָּתְתִּי בּיתְבָּתְתִּי בּיתְבָּתְתִּי בּיתְבָּתְתִּי בּיתְבָּתְתִּי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתִי בּיתְבָּתִי בּיתְבָּתִי בּיתְבָּתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְיי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתְבָּתְתִי בּיתִי בּיתְבָּתְתִי בּיתְנִי בּיתְבָּתְתִי בּיתְבָּתְנִי בּיתְנִי בּּיתְנִי בּיתְבָּתְתִי בּיתְנִי בּיתְנִי בּיתְנִי בּיתְנִי בּיתְנִי בּיתְנִי בְּבְּבְּתְנִי בּיתְנִי בְּבְּתְנִי בְּבְּתְנִי בְּבְּתְנִי בְּיתְנִי בְּיתְנִי בְּתִי בְּבְּתְנִי בְּבְּתְבְּתְי בּיּבְּתְנִים בּּבְּתְנִי בְּיּבְּתְנִי בְּיבְּתְנִי בְּבְּבְּתְנִי בְּבְּבְּתְּי	
(س) چېځند تاوگره ناند کوندو کامرځ کورکو و د کورکو کورکورکورکورکورکورکورکورکورکورکورکورکورک	6.9
(1) مُدُهُ وُدُورُ مِرْ مِرْوَهُ	
(2) بُرِيمورَ وَسُرْبُ وَ يُرْسُونِ إِسْهِ مِرْبِرِيعٍ عَرِدُ مُنْسُرُ	
دُهُ وَّرْبُ وَدِهُ مِنْ مُعْمَدُ (رِوْرُدُجُ وَدِبُ)	7
رُوسُ وَرِبُ مُرْدُورُورُ وَرُرُرُوسُرُو، وَرُودُورُ مِرْدُورُ وَرُورُورُ وَمُرَاكُورُ وَمُورُورُ وَمُرَاكُونُ وَالْمُرَاكُونُ وَمُرْدُونُ وَمُرْدُونُ وَمُورُورُ وَمُرَاكُونُ وَمُرْدُونُ وَالْمُونُ والْمُونُ وَالْمُونُ وَالْمُ وَالْمُونُ وَالْمُونُ وَالْمُونُ وَالْمُونُ وَالْمُونُ والْمُونُ و	7.1

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ן מטון "סיון "מין "מין "מין מין מין מין מין מין מין מין מין מין	7.0
ים אים מים מים מים מים אים בין בין בין בין מים מים מים מים אם אים אים אים אים אים אים אים אים אי	7.2
שים א ג ל היא לייני איני איני איני איני איני איני א	
رَهُ وَسُرَّ وَرِسَّهُ خَوْدُرُ وَرَدُن عُرُورُ وَرُدُورُ وَرُدُو اللهُ	
ה מינים לי היים לי היים ביים לי ביים ביים ליבים ביים ליבים ביים ליבים ביים ליבים ביים בי	7.3
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כ'-'פ'ים תיתכנבל גע התימיל אתצינילי איתצינים איני ליביל איני ביל האל האל האל האל האל האל האל האל האל הא	7.4
ינם הם הם הבר ההם מנהם. סתימות התשות ב בסבת ת "בתחשותהם. "מנימות המשות ב בסבת ת "בתחשותהם.	7.4
הֿתְ מֹתֵּפִׁ מִׁ מִבִּ פַּתְּבֶּׁ בַּרְבָּבָ בָּרִבְּבָ בִּרִבְּבָ בִּרִבְּבָ בִּרִבְּבָּ בִּרְבִינָ בִּרְבִינָ בִּיִרְ בִּיִהְ בִּיֹבְרִינִ בְּבִּבְּיִי בְּבִּבְּיִ בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְיִים בְּבִּבְּיִים בְּבִּים בְּבִּיבְּיִים בְּבִּיבְּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּבְּיִים בְּבִּיבְּבְּבִּיִים בְּבִּבְּבְּבְּבְּבְּבִּיִים בְּבִּבְּבְּבְּבְּבְּבְּבְיבְבִּבְּבְּבְּבְּבְּבְּבְּבְּבְּבְבְבִּבְּבְּבְבְּבְּבְבְּבְּבְּבְבִּבְּבְּבְּבְבְבְּבְּבְבְּבְבְּבְבְבְבּבְּבְ	7.5
ארינין ב מונים און ב בבר בבר בין און ב במונים באון באון בין בבר בבר בין און בין בבר בבר בין און בין בבר בבר בא התיתית הפי הית מית האת מונים לא מונים את מיל מונים את מיל בין המקמו הפא מאת פית הפינה בין המקמו הפא מאת פית הפ	7.5
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ב תם בכם ב תבית ממבת בחפע העית ב תבית ממבת בחפע העית	8
ברים משוכש משול לי	0.1
ר בר אי אים בר בר אין מי בר אין מי אים אים אים אים אים אים אים אים אים אי	8.1
CP אַפָּרְתִּענּפּי. (CP x 0.0025 x LD) פָרְתִּקְרִינִפּי.	
(سُرْجُ مُرْبُعُ الْمُرْبُ الْمُرْبُ الْمُوْرُودُ فَيْرُورُ الْمُدُونُ اللَّهِ اللَّهِ اللَّهُ اللَّالِي اللَّهُ اللَّ	8.2
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غَيْرِوَسٌ نَهُوْ رَعَوْرُ وَبِ وَسَهُمَاهُوْ رَدُو كَا (وَسَرَيَرُ رِسْسَارُهُو) رَبُّوْنُرُ رِهُدُ سُرُوَّسُرُوْ.	8.3
مُرْهُ الْمُورِيْرُ مِنْ الْمُرْمُورُورُ مِنْ الْمُرْمُ الْمُرْمُورُ الْمُرْهُ الْمُرْمُ الْمُرْمُ الْمُرْمُ وَمُرْمُ الْمُرْمُ لِلْمُ لِلْمُعِلِمُ لِلْمُ لِ	
ر د د د د د د د د د د د د د د د د د د د	8.4
נננטני) 1. הפצמצית מפי	
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و د هو رو روز در	8.5
	0.2
ם פיל בילים בילים. ה'יפונית בהפיתות כיש ביניפות פילים.	

	8.6
وَدُسَوُ رَمَرُنَوْوُدِ وَدُسَوَ هُوْدُ	9
تَرْدُوْهُوْ دُوْدِهُمْهُوْ كَوْدِهُوْ 17.09 كَدِ هَمَّسْنَدُودِهُ كَوْدِهُ هِوْدُدُودِ كَوْدُودُ دُوْدُوهُو هُوْدَرُ دَرُسَوَ رُنَرُنْوُدُهِ، رُنَرَبُ دَرُسَوَهُمْ هُوْدُكِدِ دِرَوُوْنَامُوسٍ، كَرْدُوهُو دُوْدِهِمُهُ سَمَرِدُونِ سَرَدُهُ ثَهُ رُنَازُوْدُ رُنَازُودُ مِنَا كَا يَعْمُونُو 17 كَدِهُ "هِوَدُنَا دُونُا مُؤْدُ دُرُسَوَ رُنَازُودُ رُنَازُودُ مَنْ وَرُسَوَ رُنَازُودُ وَرُسَوَ مُرَازُودُ وَرُنَا مُؤَدِدُ وَرُسَوَهُ وَدُرَا كَدِهُ الْهِوَدُنَا وَرُنَا وَالْمُونُ وَرُنَا وَرُنَا وَكُونُ وَرُنَا وَكُونُونُ وَكُونُ وَكُونُ وَكُونُونُ وَكُنْ وَرُنَا وَكُونُ وَكُونُونُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُ وَكُونُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُونُونُ وَكُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَنَا مُنْ وَكُونُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُ وَكُونُونُ وَكُونُونُونُ وَكُونُونُ وَكُونُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُونُ وَكُونُونُونُ وَكُونُونُ وَكُونُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُونُ وَكُونُ وَكُونُونُونُ وَكُونُونُ وَكُونُونُونُ وَالْمُونُ وَكُونُونُونُ وَكُونُونُ وَلَونُونُونُ وَلُونُونُ وَكُونُ وَلُونُونُ وَلُونُونُونُ وَلُونُونُونُونُ وَلُونُونُونُ وَلُونُونُ وَلُونُونُونُ وَلُونُونُ وَلُونُونُ وَلُونُونُ وَلُونُ وَلُونُونُونُونُ وَلُونُونُ	9.1
$ \hat{a}_{i}\hat{c}_{$	9.2
ترد و و و و و و و و و و و و و و و و و و و	9.3
	9.4

المُوا عَبُسُ 2 - وَوُسُرُ وَعُيْسُ لَا يُرْوَثُو فَالْرَسُ لَا يُرْسُرُ وَسُرُكُ مِنْ
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תפתח שלית כיתציתן				
۲۵۵۵ ۲۸۳۶ ۲۶۶۸	3223 323	בָּרְיִתָּשׁ בִּפִּית בֹבֵּב בִּנִבְּירָ בַּרְיִתִּשׁ בִּפִּית בֹבֵּב בִּנִבְּירָ		بُرِيرُغ فرويرُ مُرِيرُ
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100				رور ع و فو

المامير 3 - ورو راي الرواد مايدورو والمادي والمادر والمادرون والما

2.1 و وَسُ دُوْ َ وَسُونِ وَ وَرَدُوْ وَ وَرَدُوْ وَ وَرَدُوْ وَ وَرَدُوْ وَمَرْدُوْ وَمِرْدُوْ وَمِرْدُونُونُ وَمِرْدُوْ وَمِرْدُوْ وَمِرْدُوْ وَمِرْدُوْ وَمِرْدُوْ وَمِرْدُونُ وَمُونُونُونُ وَمِرْدُونُ وَمِرْدُونُ وَمِرْدُونُ وَمِرْدُونُ وَمُونُونُ وَمِرْدُونُ وَمُونُونُ وَمُونُونُونُ وَمُونُونُونُ وَمُونُونُونُ وَمُونُونُونُ وَمُونُونُونُ وَمُونُونُونُونُ وَمُونُونُونُونُ وَالْمُونُونُونُ وَالْمُونُونُ وَالْمُونُونُ وَالْمُونُونُ وَالْمُونُونُونُ وَالْمُونُونُونُ وَالْمُونُونُونُ وَالْمُونُونُونُ وَالْمُونُونُونُ وَالْمُونُونُ وَالْمُونُونُ وَالْمُونُ وَالْمُونُونُ وَالْمُونُونُونُ وَالْمُونُونُونُ وَالْمُونُونُونُ وَلَا لَالْمُونُونُ وَلَا لَمُونُونُونُونُ وَلَا لَمُونُونُونُ

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2.3 Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

	Position	No.s	Total Work Experience (years)	In Similar Works Experience (years)
1	Project Manager	1	3	2
4	Site supervisor	1	2	2

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant forms included in Chapter4.

2.4 Financial Data

The Tenderer must demonstrate either of the following financial capabilities:

1. Total deposits to the bank(s) of last 1 year should not be less than $\frac{1}{2}$ of the project value submitted.

The Tenderer shall provide banker(s) details using the relevant form included in Chapter 4. And Original bank statement for last 1 year should be attached.

2. Minimum average annual turnover of MVR 3,500,000.00, within the last three (3) years.(2019,2018,2017)

The Tenderer shall provide audited financial statements of last three months(2019,2018,20170

3. Total value of the credit facilities must not be less than 2/3 of the project value submitted.

The Tenderer shall provide the source of credit facilities available to this project using the relevant form included in Chapter 4.

And the copies of credit letters to be attached.

وُسَمُرُمُ وَدُ زُمُ اللَّهُ وَمُرْدُونُهُ

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[Signature(s)]

دسرس 2 - وي سردبرج د ود (صرر ديرم)

Form of Tender Security (Bank Guarantee)

The Issuing B	ank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.
	{Bank's Name, and Address of Issuing Branch or Office}
Beneficiary:	{Name and Address of Employer}
Date:	
TENDER G	UARANTEE No.:
"the Tendere	n informed that {name of the Tenderer} (hereinafter called r") has submitted to you its Tender dated (hereinafter called "the Tender") for of {name of contract} under Invitation for Tenders No
Furthermore, guarantee.	we understand that, according to your conditions, Tenders must be supported by a Tender
undertake to figures] (accompanied	est of the Tenderer, we {name of Bank} hereby irrevocably pay you any sum or sums not exceeding in total an amount of [amount ir) [amount in words] upon receipt by us of your first demand in writing by a written statement stating that the Tenderer is in breach of its obligation(s) under the tions, because the Tenderer:
(a)	has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
(b)	having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
contract sign Tenderer; and copy your no	the will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the ded by the Tenderer and the performance security issued to you upon the instruction of the ded (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a stiffication to the Tenderer of the name of the successful Tenderer; or (ii) {insert date}twenty ter the expiration of the Tenderer's Tender.
Consequently before that da	y, any demand for payment under this guarantee must be received by us at the office on orate.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458

رُسُرُ ع - 3

Financial Data

{All Tenderers and partners of a joint venture, should provide financial information to demonstrate that they meet the requirements for prequalification. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheet for each of the last three years should be attached}.

Banker details:						
Name of Banker:						
Address of Banker:						
Telephone:	Contact name and title:					
Facsimile:	Email:					

ئىرىم - 4 - 4

Forms for Personnel

4.1: Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
7.	Title of position
	Name

4.2: Resume of Proposed Personnel

The Tenderer shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position*									
Personnel information	Name * Date of birth								
	Professional qualifications:								
Present employment	Name of Employer								
	Address of Employer								
	Telephone	Contact (manager/personnel officer)							
	Fax	E-mail							
	Job title	Years with present Employer							

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project , Position, and Relevant Technical and Management Experience*

رُسُرُهُ - 5

Technical Proposal

(The following main details needed to be included in the technical proposal)

Bidder's profile		
Personnel		
Equipment		
Financial capacity		
Site Organization		
Work /Program Schedule		
Others (if any)		

3 xégès 0,000 (33000) 1,000 (3000)

مرسوم 1 - رغير مرو مرسوع مرسوم





MINISTRY OF ISLAMIC AFFAIRS

وزارة الشؤون الإسلامية

MALE'

عاليم

REPUBLIC OF MALDIVES

جممورية المالديغم

No:

To:

Letter of Acceptance

Subject: Notification of Award of Contract:

This is to notify you that your Tender dated for the execution of the *Construction of temporary Mosque at Hulhumale' Phase 2 (MIA-TI02-21)* for the Accepted Contract Amount of the equivalent *MVR* as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 05 days in accordance with the Conditions of Contract, using for that purpose of the Performance Security Form included in the Tendering Document.

We accept that *The National Tender Board of Ministry of Finance* be appointed as the Adjudicator.

Signed:	
Name:	
In the capacity of:	
Duly authorized to sign the tender for and on behalf of	Ministry of Islamic Affairs

Date:

היתעם 2- בתפריתם שיתע בתיתש בכ

The issuing bank, as requested by the successful Contractor, shall fill in this form in accordance with the

Performance Security instructions indicated] Date: [insert date (as day, month, and year)] Title of the procurement: [Insert general title of the procurement] Procurement Reference No: [insert reference] Bank's Branch or Office: [insert complete name of Guarantor] **Beneficiary:** [insert complete name of Employer/Procuring Entity] Performance Guarantee No: We have been informed that [Name of the Contractor], (hereinafter called "the Contractor") has entered into Contract No. [Procurement reference number of the Contract]. Dated [insert day and description of Works] (Hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. currency and amount in figures] 1.... (..... [Amount in words]) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein. This guarantee shall expire, no later than the \dots day of \dots , and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [Six months][One year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Seal of Bank and Signature(s)]

Note -

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

- ¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Employer.
- ² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

مرس 3 - مع وسرم بردس عدم عدم عدم و ود

Advance Payment Security

[The bank, as requested by the successful Contractor, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year)]

Title of the procurement: [Insert general title of the procurement]

Procurement Reference No: [insert reference]

[Issuing bank's letterhead]

Beneficiary: [insert legal name and address of Procuring Entity]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

Advance Payment Guarantee No:

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [Name of the currency and amount in figures] ¹ (...... [Amount in words]) Is to be made against an advance payment guarantee.

At the request of the Contractor, we [Name of the Bank]. Hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Name of the currency and amount in figures]* (....... [Amount in words]) Upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

response to the	Employer's	written	request	for	such	extension,	such	request	to	be	presented	to	the
Guarantor before the expiry of the guarantee.													

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

..... [Seal of Bank and Signature(s)].....

Note –

All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.

- 1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.
- 2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee

مرس - 1- مره سود د مرد مرد مردم

General Conditions of Contract for the Procurement of works

A. General

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
 - (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
 - (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
 - (e) Compensation Events are those defined in GCC Clause 41 hereunder.
 - (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
 - (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in the Contract Agreement.
 - (h) The Contractor is the party whose Tender to carry out the Works has been accepted by the Employer.
 - (i) The Contractor's Tender is the completed tendering document submitted by the Contractor to the Employer.
 - (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (k) Days are calendar days; months are calendar months.

- (I) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the PCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) The Procuring Entity means the entity purchasing the Works as specified in the PCC, and shall be otherwise be referred to as the Employer.

- (aa) PCC means Particular Conditions of Contract.
- (bb) The Site is the area defined as such in the PCC.
- (cc) Site Investigation Reports are those that were included in the tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (dd) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ee) The Start Date is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ff) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (gg) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (hh) A Variation is an instruction given by the Project Manager which varies the Works.
- (ii) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The Contract shall be either:
 - (a) an Admeasurement Contract with a Bill of Quantities, or
 - (b) a Lump Sum Contract with an Activity Schedule, as indicated in the PCC.

2.4 For Admeasurement Contracts:

(a) the Bill of Quantities shall contain items for the construction, installation, testing, and

- commissioning work to be done by the Contractor.
- (b) the Bill of Quantities will be used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work actually done at the rate in the Bill of Quantities for each item.

2.5 For Lump Sum Contracts:

- (a) the Activity Schedule shall contain items for the construction, installation, testing and commissioning of works to be carried out by the Contractor.
- (b) the Activity Schedule will be used calculate the total Contract Price and the Contractor shall be paid the accepted lump sums amounts for each activity or the total lump sum price tendered for the activity or activities completed.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the PCC.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated in the PCC, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Unless otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and

shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Tender, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Tender.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
 - (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
 - (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
 - (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit the Government and/or persons appointed by the Government to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government if required by the Government. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of suspension under Government Financial Regulations).

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the

- Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

B. Time Control

25. Program

- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

31. Identifying Defects

31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects

that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

32. Tests

32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

33. Correction of Defects

- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

35. Contract Price

- 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

36. Changes in the Contract Price

- 36.1 In the case of an admeasurement contract:
 - (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for

- the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
 - (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the

Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

- 41.1 The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (i) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project

Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 Where payments are made in currencies other than Maldivian Rufiya, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Tender.

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

 P_{c} is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients¹ **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.]

Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Tender opening for inputs payable; both in the specific currency "c."

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

- 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the Whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

46. Liquidated Damages

- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts

- repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

50. Dayworks

- 50.1 If applicable, the Dayworks rates in the Contractor's Tender shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

52. Completion

52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the

Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

53. Taking Over

53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

54. Final Account

54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

- 55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

56. Termination

- 56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor

- within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.
- 56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

- 57.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].
- 57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.
- 57.3 For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve

- an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under Sub-Clause 22.2.

58. Payment upon Termination

- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

Particular Conditions of Contract

GCC reference	Particular Conditions that amend or supplement the General Conditions of Contract for the Procurement of Works		
A. General			
1.1(r) & 1.1(z)	The Employer (Procuring Entity) is [insert name and address of Employer, and name of authorized representative].		
1.1 (v)	The Intended Completion Date for the whole of the Works shall be [insert date] [If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]		
1.1 (y)	The Project Manager is [insert name and address of Project Manager].		
1.1 (bb)	The Site is located at [insert address of Site] and is defined in drawings No. [insert numbers]		
1.1 (ee)	The Start Date shall be [insert date].		
1.1 (ii)	The Works consist of [insert brief summary, including relationship to other contracts under the Project].		
2.2	Sectional Completions are: [insert nature and dates, if appropriate]		
2.3	This Contract is Lumpsum.		
3.1	The language of the contract is English The law that applies to the Contract is the law of the Republic of Maldives [or amend if a different law applies].		
5.1	The Project Manager [insert may or may not] delegate any of his duties and responsibilities.		
8.1	Schedule of other contractors: [insert Schedule of Other Contractors, if appropriate]		

GCC	Particular Conditions that amend or supplement the General Conditions of			
reference	Contract for the Procurement of Works			
13.1	The minimum insurance amounts and deductibles shall be:			
	(a) for loss or damage to the Works, Plant and Materials: [insert currency and amount].			
	(b) For loss or damage to Equipment: [insert currency and amount].			
	(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract [insert currency and amount].			
	(d) for personal injury or death:			
	(i) of the Contractor's employees: [insert currency and amount].			
	(ii) of other people: [insert currency and amount].			
14.1	Site Data are: [list Site Data]			
20.1	The Site Possession Date(s) shall be: [insert location(s) and date(s)]			
23.1 &	Appointing Authority for the Adjudicator: Ministry of Finance			
23.2				
24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: N/A			
24.4	Disputes shall be referred to arbitration in accordance with the Arbitration Act of the Republic of Maldives [10/2013].			
	The place of arbitration shall be: Republic of Maldives			
	In case, an Arbitration system is not yet established, Court of Law of Republic of Maldives shall prevail.			
	B. Time Control			
25.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.			
25.3	The period between Program updates is 30 days.			
	The amount to be withheld for late submission of an updated Program is 10% of the monthly progress bill.			

GCC reference	Particular Conditions that amend or supplement the General Conditions of Contract for the Procurement of Works			
C. Quality Control				
33.1	The Defects Liability Period is: 365 months.			
D. Cost Control				
44.1	The Contract is not subject to price adjustment.			
45.1	The proportion of payments retained is: 10% of each bill up to a limit of 5% of contract.			
46.1	The rate per day for liquidated damages shall be calculated as follows: CP* 0.025* LD Where; CP= Contract Price (i.e Total Contract Price Less Value of Certified Works) LD = Late Duration The maximum amount of liquidated damages for the whole of the works is 15% (fifteen percent) of the final contact price.			
47.1	Not applicable			
48.1	The Advance Payments shall be: 15% (Fifteen percent) and shall be paid to the Contractor no later than 15 days upon signing of the contract and as per the conditions of contract. Advance payment guarantee shall be in the form of a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Employer.			
49.1	The Performance Security amount is MVR 5% of the Contract Price.			

GCC reference	Particular Conditions that amend or supplement the General Conditions of Contract for the Procurement of Works	
	The validity of the performance security shall be: Until the date of issue of the Defects Liability Certificate.	
E. Finishing the Contract		
55.1	The date by which operating and maintenance manuals are required is one month after intended completion date.	
	The date by which "as built" drawings are required is one month after intended completion date.	
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: Eighteen (18) months.	
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 [insert percentage].	

مرسر و - مرموسوس

Contract Agreement

THIS AGREEMENT made on the 00 day of, 2021, between Ministry of Islamic Affairs (hereinafter "the Employer"), of the one part, and (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as *Construction of temporary Mosque at Hulhumale' Phase 2* should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, for the lump-sum fixed price of *MVR*, within ... 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 them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Contractor's Tender
 - (c) the Particular Conditions
 - (d) the General Conditions;
 - (e) the Specification
 - (f) the Drawings; and
 - (g) the completed Schedules,
- 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Rinding cianatures of:

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 or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of Maldives on the day, month and year indicated above.

billuling signatures or.	
Employer:	Contractor :
Name:	Name:
Designation: Minister of Islamic Affairs	Designation:
Address: Ministry of Islamic Affairs	Address:
In the presence of :	
Name:	Name: ······
Designation: ······	Designation: ······
Address: Ministry of Islamic Affairs	Address: ······

Project Managers Representative (Consultant)
Name: ······
name:
Designation: ······

Address: Ministry of Islamic Affairs