



Agreement no:

THIS CONTRACT AGREEMENT is effective from [DATE] day of [MONTH] [YEAR]

BETWEEN

- (1) *Road Development Corporation a corporation incorporated under the laws of Republic of Maldives and having its principal place of business at MSL Building, 1st Floor, Orchid Magu, Male' 20183, Rep. of Maldives, (hereinafter called "the Employer"), and*
- (2) *[COMPANY NAME]., a corporation incorporated under the laws of [COUNTRY] and having its principal place of business at [ADDRESS], (hereinafter called "the Supplier").*

WHEREAS the Company invited bids for certain Goods and ancillary services, viz., *Providing Temporary Labour Services for RDC Project and has accepted offer by the Supplier for the supply of those Goods and Services as mentioned below, in the sum of MVR [Price in Numbers] (Price in letters) (hereinafter called "the Contract Price").*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Company and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) Scope of Work
 - (d) The Supplier's Quotations
 - (e) The Purchaser's Notification of Award / Purchase Order
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Company to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Company to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 Republic of Maldives on the day, month and year indicated above.

For and on behalf of the Purchaser

PURCHASER

SUPPLIER

.....
[NAME]
[DESIGNATION]

.....
.....
.....

Road Development Corporation Limited
Republic of Maldives

[COMPANY NAME]
[ADDRESS]

IN WITNESS OF

IN WITNESS OF

.....
[NAME]
[DESIGNATION]

.....
.....
.....

Road Development Corporation Limited
Republic of Maldives

[COMPANY NAME]
[ADDRESS]



Conditions of Contract

1.0 Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (c) “Day” means calendar day.
- (d) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (e) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (f) “Purchaser” means the entity purchasing the Goods and Related Services.
- (g) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (h) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

2.0 Terms of Payment

2.1 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and upon fulfilment of all other obligations stipulated in the Contract.

2.2 Payments shall be made promptly by the Purchaser, but in no case later than **thirty (30) days** after submission of an invoice or request for payment by the Supplier and after the Purchaser has accepted it. Payment shall only be made if there is no issue with invoice(s) submitted and work(s) billed in the invoice.

2.3 Payment shall be made by the Employer every month upon receiving invoices



standard shall be equivalent or superior to the official standards as per Employer's Requirement (Section 03 of ITB).

- 5.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 5.3 Supplier shall provide the detailed breakdown of food and accommodation cost per hired labourer.

6.0 Liquidated Damages

- 6.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the **Related Services** within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, **a sum equivalent to 0.5 % per each day of the delivered price of the delayed Goods** or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of **ten (10) percent** of contract price specified. Once the maximum is reached, the Purchaser may terminate the Contract.