

SECTION 8: AGREEMENT AND SECURITY FORMS

**CONSTRUCTION OF HDC PMD NEW OFFICE
BUILDING IN HULHUMALÉ**

**Hulhumalé, Republic of Maldives
28th August 2022**

Contents

8.1- Contract Agreement.....	3
8.2-Example form of Bid Security.....	Error! Bookmark not defined.
8.3-Example form of Performance Security – Demand Guarantee ..	Error! Bookmark not defined.
8.4-Example form of Advance Payment Guarantee.....	Error! Bookmark not defined.

8.1- Contract Agreement

This CONTRACT AGREEMENT made the _____ day of _____ (hereinafter referred to as the "Contract"),

BETWEEN;

Housing Development Corporation Limited, a company duly incorporated and existing under the laws of the Republic of Maldives bearing Registration No: C-793/2008 and having its registered address and principal place of business at 3rd floor, HDC Building, Hulhumalé, Republic of Maldives (hereinafter referred to as "Employer", which expression shall include its successors-in-title, liquidators, administrators and assignees where the context so requires or admits);

AND:

....., a company incorporated and existing under the laws of bearing Registration No: and having its registered office at (hereinafter referred to as "Contractor", which expression shall include its successors-in-title, liquidators, administrators and assignees where the context so requires or admits); and,

WHEREAS;

the Employer desires that the Works known as **[PROJECT TITLE]**, 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 an amount of (Maldivian Rufiyaa) within a duration of (.....) calendar days.

The Employer and the Contractor agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract:
 - (a) The Letter of Acceptance dated
 - (b) The letter of Tender dated
 - (c) The Amendments no.
 - (d) The Particular Conditions of Contract Part A & Part B
 - (e) The General Conditions of Contract
 - (f) The Specifications
 - (g) The Drawings
 - (h) The Priced Bill of Quantities, and
 - (i) The completed Schedules (if any)
 - (j) The JV Undertaking*
[if the Contractor constitutes an unincorporated JV, otherwise delete]

- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the final Contract Price at the times and in the manner prescribed by the Conditions of Contract.
- 5. The Contract Shall come into full force and effect on the date last signed by a party.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Signed for and on behalf of the Employer by: Signed for and on behalf of the Contractor by:

Name:

 Designation: Managing Director

 Address: Housing Development Corporation Ltd.

 Date:

Name:

 Designation:

 Address:

 Date:

In the Presence of:

In the Presence of:

Name:
 Designation:
 Address: Housing Development Corporation Ltd.

 Date

Name:
 Designation:
 Address:

 Date:

8.2-Example form of Bid Security

Brief description of Contract:

[PROJECT TITLE]

Name and address of Beneficiary;

Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives, (whom the tender documents define as the Employer).

We have been informed that _____ (hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the Conditions of your invitation (the "conditions of invitation", which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (say: _____) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- (c) you awarded the Contract to the Principal and he has failed to comply with sub clause 1.6 of the Condition of the Contract, or
- (d) you awarded the Contract to the Principal and he has failed to deliver a performance security complying with sub-clause 4.2 of the conditions of contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before *(the date 28 days after the expiry of the validity of the Letter of Tender)*, when this guarantee shall expire and shall be returned to us.

THIS GUARANTEE SHALL BE GOVERNED BY THE LAWS OF MALDIVES, AND SHALL BE SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG) 2010 REVISION, ICC PUBLICATION NO. 758.

Date _____ Signature(s) _____

8.3-Example form of Performance Security – Demand Guarantee

Brief description of Contract:

[PROJECT TITLE]

Name and address of Beneficiary;

Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives, (whom the tender documents define as the Employer).

We have been informed that _____ (hereinafter called the "Principal") is your Contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (*name of bank*) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (the 'guaranteed amount', say: _____) upon receipt by us of your demand in writing and your written statement stating:

- (a) that the Principal is in breach of his obligation(s) under the Contract, and
- (b) the respect in which the Principal is in breach.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Defects Notification Period for the Works*) _____ (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guarantee amount upon receipt by us, within such period of 28 days, of your demand in writing and your written that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

THIS GUARANTEE SHALL BE GOVERNED BY THE LAWS OF MALDIVES, AND SHALL BE SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG) 2010 REVISION, ICC PUBLICATION NO. 758.

Date:

Signature(s)

8.4-Example form of Advance Payment Guarantee

Brief description of Contract:

[PROJECT TITLE]

Name and address of Beneficiary;

Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives, (whom the tender documents define as the Employer).

We have been informed that _____ (hereinafter called the 'Principal') is-your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (*name of bank*) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (the 'guaranteed amount', say: _____) upon receipt by us of your demand in writing and your written statement stating:

- (a) That the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
- (b) The amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt [of the first installment] of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Time for Completion*) _____ (the 'expiry date'), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

THIS GUARANTEE SHALL BE GOVERNED BY THE LAWS OF MALDIVES, AND SHALL BE SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG) 2010 REVISION, ICC PUBLICATION NO. 758.

Date:

Signature(s)