

**SECTION 3: FORMS OF LETTER OF TENDER AND APPENDIX  
TO TENDER**

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**GLASS REPLACEMENT WORK FOR DOORS &  
WINDOWS OF WAYSIDE AND GAAKOSHI  
FLATS IN MALÉ**

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**Hulhumalé, Republic of Maldives**

**August 2020**

### 3.1 Form of Letter of Tender

NAME OF CONTRACT: **GLASS REPLACEMENT WORK FOR DOORS & WINDOWS OF WAYSIDE FLATS IN MALÉ**

To: HOUSING DEVELOPMENT CORPORATION LTD.,  
HULHUMALE', MALDIVES

We have examined the Conditions of Contract, Specification, Drawings and Reports, Bill of Quantities, the other schedule, the attached appendix and Addenda Nos..... for the execution of above-named works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to execute and complete the works and remedy any defects therein, in conformity with this tender which includes all these documents, for the sum of MVR [sum in numbers] (Maldivian Rufiyaa); [sum in words], or such other sum as may be determined in accordance with the Conditions of Contract

We accept your suggestions for the appointment of the DAB, in accordance with the Conditions of Contract.

We agree to abide by this Tender until [Bid Expiry date] and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms parts of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature ..... in the capacity of .....  
duly authorised to sign tenders for and on behalf of .....

Address:.....

Date.....

Company Stamp:

**3.1.1-Appendix to Tender**

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted.]

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Employer's name and address	1.1.2.2& 1.3	Housing Development Corporation Ltd., 3 <sup>rd</sup> floor, HDC Building, Hulhumalé, Republic of Maldives.
Contractor's name and address	1.1.2.3& 1.3	<i>[to be filled by the Contractor]</i>
Engineer's name and address	1.1.2.4& 1.3	<i>[to be filled by the Contractor]</i>
Time for Completion of the Works	1.1.3.3	<i>[to be filled by the Contractor] [Shall not exceed 180 Calendar Days]</i>
Defects Notification Period	1.1.3.7	365 days
Electronic Transmission systems	1.3	E-mail
Governing Law	1.4	Laws of Maldives
Ruling Language	1.4	English
Language for Communications	1.4	English
Time for access to the Site	2.1	14 days after signing of the Contract
Amount of Performance Security	4.2	10% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Normal Working Hours	6.5	From 7:30 am to 5:30 pm & day of rest is Friday
Delay Damages for the Works	8.7 & 14.15(b)	0.1% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable

Maximum amount of delay damages		8.7	10% of the final Contract Price
Total Advance Payment		14.2	15% of the Accepted Contract Amount
Number and timing of instalments		14.2	Refer to clause 14.2
Currencies and proportions		14.2	100% in Maldivian Rufiyaa (MVR) for the works; GST in Maldivian Rufiyaa
Start repayment of Advance payment		14.2(a)	Refer to clause 14.2 (a)
Repayment amortisation of advance payment		14.2(b)	15 % of the amount of each payment certificate (excluding the advance payment and deduction and repayment of retention) in the currencies and proportions of the advance payment.
Percentage of retention		14.3	10%
Limit of retention money		14.3	5% of the Accepted Contact Amount
Minimum amount of Interim Payment Certificate		14.6	2.5% of the Accepted Contract Amount
Currency/currencies of payment		14.15	100% in Maldivian Rufiyaa (MVR) for the works;
Date by which DAB shall be appointed.		20.2.	28 days after a party gives notice to the other party of its intention to refer a dispute to a DAB in accordance with sub clause 20.4
Place of Arbitration		20.6	The relevant Court of Maldives

### 3.2 Form of Letter of Tender

NAME OF CONTRACT: **GLASS REPLACEMENT WORK FOR DOORS & WINDOWS OF GAAKOSHI FLATS IN MALÉ**

To: HOUSING DEVELOPMENT CORPORATION LTD.,  
HULHUMALE', MALDIVES

We have examined the Conditions of Contract, Specification, Drawings and Reports, Bill of Quantities, the other schedule, the attached appendix and Addenda Nos..... for the execution of above-named works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to execute and complete the works and remedy any defects therein, in conformity with this tender which includes all these documents, for the sum of MVR [sum in numbers] (Maldivian Rufiyaa); [sum in words], or such other sum as may be determined in accordance with the Conditions of Contract

We accept your suggestions for the appointment of the DAB, in accordance with the Conditions of Contract.

We agree to abide by this Tender until [Bid Expiry date] and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms parts of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature ..... in the capacity of .....  
duly authorised to sign tenders for and on behalf of .....

Address:.....

Date.....

Company Stamp:

### 3.2.1-Appendix to Tender

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted.]

Item	Sub-Clause	Data
Employer's name and address	1.1.2.2& 1.3	Housing Development Corporation Ltd., 3 <sup>rd</sup> floor, HDC Building, Hulhumalé, Republic of Maldives.
Contractor's name and address	1.1.2.3& 1.3	<i>[to be filled by the Contractor]</i>
Engineer's name and address	1.1.2.4& 1.3	<i>[to be filled by the Contractor]</i>
Time for Completion of the Works	1.1.3.3	<i>[to be filled by the Contractor] [Shall not exceed 180 Calendar Days]</i>
Defects Notification Period	1.1.3.7	365 days
Electronic Transmission systems	1.3	E-mail
Governing Law	1.4	Laws of Maldives
Ruling Language	1.4	English
Language for Communications	1.4	English
Time for access to the Site	2.1	14 days after signing of the Contract
Amount of Performance Security	4.2	10% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Normal Working Hours	6.5	From 7:30 am to 5:30 pm & day of rest is Friday

Delay Damages for the Works	8.7 &14.15(b)	0.1% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable
Maximum amount of delay damages	8.7	10% of the final Contract Price
Total Advance Payment	14.2	15% of the Accepted Contract Amount
Number and timing of instalments	14.2	Refer to clause 14.2
Currencies and proportions	14.2	100% in Maldivian Rufiyaa (MVR) for the works; GST in Maldivian Rufiyaa
Start repayment of Advance payment	14.2(a)	Refer to clause 14.2 (a)
Repayment amortisation of advance payment	14.2(b)	15 % of the amount of each payment certificate (excluding the advance payment and deduction and repayment of retention) in the currencies and proportions of the advance payment.
Percentage of retention	14.3	10%
Limit of retention money	14.3	5% of the Accepted Contact Amount
Minimum amount of Interim Payment Certificate	14.6	2.5% of the Accepted Contract Amount
Currency/currencies of payment	14.15	100% in Maldivian Rufiyaa (MVR) for the works;
Date by which DAB shall be appointed.	20.2.	28 days after a party gives notice to the other party of its intention to refer a dispute to a DAB in accordance with sub clause 20.4
Place of Arbitration	20.6	The relevant Court of Maldives