

**SECTION 6: CONDITIONS OF CONTRACT,  
PARTICULAR CONDITIONS**

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**DESIGN AND ENGINEERING WORKS OF  
OOREDOO MALDIVES PLC. HEAD  
OFFICE – OFFICE BUILDING**

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**Republic of Maldives  
June 2017**

**Project Consultant**



## Particular Conditions

<b><u>Clause No.</u></b>	<b><u>Amendments and Additions</u></b>
<b><u>GENERAL PROVISIONS</u></b>	
<b>1.1</b> <b>Definitions</b>	
<b>1.1.1.4</b> <b>Tender</b>	Inserting the following words at the end of the sub-clause;  The Word Tender is synonymous with bidder’s proposal.
<b>1.1.1.6</b> <b>Bidder’s Proposal</b>	After Sub-Clause 1.1.1.5, add the following Sub-Clause:  Bidder’s Proposal means the bidder’s signed offer for the works and all other documents which the bidder submitted therewith (other than these conditions and the employer’s requirements, if so submitted) as included in the Contract.
<b>1.1.4.1</b> <b>Bid price</b>	Amend by inserting the following words at the end of the Sub-Clause:  The words “bid price” and “Contract value” and “Value of contract” are synonymous
<b>1.1.6.2</b> <b>Country</b>	Amend by inserting the following words at the end of the Sub-Clause:  “Country means the Republic of Maldives in which the Sites are located, where the Permanent Works are to be executed.”
<b>1.3</b> <b>Communications</b>	Amend by inserting the following words at the end of the Sub-Clause;  “The only accepted Electronic transmission system will be e-mail.”  The Employer address is;  Ooredoo Maldives Plc.,  H. Sunleet, 5th Floor, Male’, Boduthakurufaanu Magu, Republic of Maldives  Phone: + 960 961 1609  Mobile: +960 962 1609 E-mail: moosa.razzaq@ooredoo.mv

	<p>The Bidder address is;</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p><b>1.4</b></p> <p><b>Law and Language</b></p>	<p>Delete the first and second Sub-paragraph of Sub-Clause 1.4 and substitute:</p> <p>The Contract shall be governed by and construed in accordance with laws of the Republic of Maldives.</p> <p>The language for communication shall be the English Language.</p>
<p><b>1.12</b></p> <p><b>Confidential Details</b></p>	<p>Amend by inserting the following words at the end of the Sub-Clause:</p> <p>“The Bidder shall treat the details of the Bid as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous written agreement of the Employer.</p> <p>The Bidder further acknowledges that, in performing the Contract, he may have access to confidential information of a non-public or proprietary nature relating to the Employer, its associated entities, their business affairs, clients, customers and employees, governmental and trade secrets and other confidential information data as well as information relating to the Works <b>(together “Confidential Information”)</b>. The Bidder undertakes without limit of time:-</p> <ol style="list-style-type: none"> <li>(1) to use the Confidential Information only for the purposes of performing the Contract and not use the Confidential Information for his own personal gain or benefit or for the benefit of any person other than the Employer or any associated entity; and</li> <li>(2) to keep the Confidential Information strictly secret and confidential and in particular not to divulge, publish or disclose the Confidential Information whether in whole or in part and whether directly or indirectly to any third party without the prior written consent of the Employer.</li> </ol> <p>For the avoidance of doubt, these undertakings as to confidentiality shall survive the expiry or termination of the Contract howsoever arising.</p> <p>In the event of termination of the Contract or at any time upon request of the Employer, all Confidential Information shall be returned to the Employer</p>

	<p>forthwith, including any paper and electronic copies of the same. In the event that any Confidential Information is held on any electronic device in a third party's possession, custody or control, then the Bidder shall confirm in writing that such Confidential Information has been expunged and destroyed. The Bidder further agrees that damages will not be an adequate remedy in the event of any actual or potential breach of their undertakings hereof.</p> <p>The above undertakings as to confidentiality shall not apply to information which the Bidder can establish to the Employer's satisfaction:-</p> <ol style="list-style-type: none"> <li>(1) is in or enters the public domain otherwise than as a consequence of any unauthorised disclosure, act or omission by the Bidder;</li> <li>(2) is lawfully and properly in the possession of the Bidder at the time it is disclosed to or obtained by the Bidder (as evidenced by the Bidder's written records) and which was not obtained directly or indirectly from the Employer;</li> <li>(3) is disclosed pursuant to requirements of law." </li></ol>
<p><b>1.13</b></p> <p><b>Compliance with Laws</b></p>	<p>Amend by inserting the following words at the end of the Sub-Clause:</p> <p>"For the avoidance of doubt, the Bidder agrees that he shall comply with all applicable Laws, ordinances, codes and regulations in the performance of his obligations under the Contract, including the procurement of permits and certificates where required. If at any time during the term of the Contract, the Bidder is informed or information comes to his attention that he is or may be in violation of any Laws, ordinance or code (or if it is so determined by any court, tribunal or other authority), the Bidder shall immediately take all appropriate steps to remedy such violation and comply with such Laws, regulation, ordinance or code in all respects. Further, the Bidder shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any Laws, code of practice or corporate policy applicable to him from time to time."</p>