



**Male' Water & Sewerage Company Pvt. Ltd.**  
Republic of Maldives

**Bidding Document for**

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**LANDING CRAFT PURCHASE CONTRACT**

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**TENDER AND CONTRACT DOCUMENT**

**Contract No. MWSC/TD-2012/02**

February 2012

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**LANDING CRAFT PURCHASE CONTRACT**

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## **Section I. Instruction to Bidders**

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1. INTRODUCTION**

Malé Water & Sewerage Company Pvt. Ltd. is desirous in purchasing a landing craft with reference with the appended specifications and invites competitive bidders to submit their offer as per the terms & conditions of the contract.

### **1.2. BID DOCUMENTS**

The Scope of Works and the Contract Terms are prescribed in the Tender Document.

- (a) Terms & Conditions of Contract
- (b) General & Technical Specifications

### **1.3. BID SUM**

The Bidders shall submit the appropriate proposal showing the price for the sale of the landing craft with detailed specifications & delivery date.

Notwithstanding any other requirement of the proposal, Bidders are advised that they shall be wholly responsible for and shall include in their rates all the costs associated with carrying out the Works as described in the bid document.

### **1.4. DELIVERY PLAN**

Bidders shall submit a delivery Plan along with the bid proposal. Following acceptance of the Bid proposal, the delivery Plan shall be “approved” following updating and adjustment in co-operation with the buyer and generally be planned under the his guidance and to meet his requirements.

Thereafter the plan shall be followed and no departure will be permitted unless to a revised a re-approved delivery plan.

### **1.5. ADDENDA TO THE BID**

1.5.1 At any time prior to the deadline for submission of bid, MWSC may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by addenda.

1.5.2 The addenda shall be notified in writing to all bidders and will be binding upon them. Bidders shall promptly acknowledge receipt thereof in writing to MWSC. MWSC shall maintain a current record of addenda and acknowledgements.

### **1.6 BID CURRENCY**

The Bidder shall quote all rates and prices in Maldivian Rufiyaa.

### **1.7 PERIOD OF VALIDITY**

1.7.1 The bid proposals shall remain valid for a period of 90 days after the specified deadline for submission, or any other date that is the subject of a Bid amendment. A bid for a shorter

duration shall be rejected as a non-responsive bid.

1.7.2 MWSC may request that the bidders extend the period of validity for a specified additional period. The request and the bidders response shall be made in writing. A bidder may refuse the request without forfeiting his bid bond. A bidder agreeing to the request will not be required or permitted to modify his bid, but required to extend the validity of his bid security for the period of the extension.

### 1.8 BID SECURITY

The bidder shall furnish, as a part of his bid, a bid security in the amount of MRF 20,000.00 (Maldivian Rufiyaa Twenty Thousand). The bid security shall, at the bidder's option, be in the form of a certified check, bank draft, standby letter of credit, or guarantee from a bank located in Male' or a foreign bank which is acceptable to MWSC. Bank guarantees issued as surety of the bid proposal shall be valid for 28 days beyond the validity of the bid.

### 1.9 SCHEDULE OF BIDDING PROCESS & SUBMISSION OF BID PROPOSALS

The schedule of bidding process is to be commenced as follows:

Description	Date	Time	Place
Pre-bid meeting	23.02.2012	11:00AM	Fen Building 5 <sup>th</sup> Floor
Bid Submission	29.02.2012	11:00AM	Fen Building 5 <sup>th</sup> Floor
Bid Opening	29.02.2012	11:00AM	Fen Building 5 <sup>th</sup> Floor

The sealed bid proposals shall be addressed to:

Male' Water and Sewerage Company Pvt Ltd.  
Fen Building, 5th Floor,  
Ameenee Magu, Machchangolhi,  
Male', 20375,  
Republic of Maldives.

and shall bear the following identification:

"Landing Craft Purchase Contract"

"Do not open until **11:00 Hrs** on **29<sup>th</sup> February 2012**"

Sealed Bids must be received by MWSC at the address specified above not later than **11:00 Hrs** on **29<sup>th</sup> February 2012**.

## **1.10 BID OPENING**

Bids will be opened immediately after the deadline for bid submission (**11:00 hrs on 29<sup>th</sup> February 2012**) at MWSC's Head Office in the presence of the bidders or their authorized representatives who choose to attend at the bid opening.

## **1.11 CONFIDENTIALITY**

1.11.1 Information relating to the examination, clarification, evaluation, and comparison of bid proposals and recommendations for the award of Contract shall not be disclosed to bidders or any other persons not officially considered with such process until the award to the successful bidder has been announced.

1.11.2 If a bid proposal is not substantially responsive, it will be rejected by MWSC, and may not subsequently be made responsive by correction or withdrawal of nonconforming deviation or reservation.

## **1.12 CLARIFICATIONS OF BID**

To assist in the examination, evaluation and comparison of bids received, MWSC may ask any bidder for clarification of his bid, including design calculations, materials, technology and breakdown of costs etc.

## **1.13 ONE BID PER BIDDER**

Each Bidder shall submit only one bid by itself. A Bidder who submits or participates in more than one bid will be disqualified.

## **1.14 MWSC'S RIGHT TO ACCEPT OR REJECT**

1.14.1 MWSC reserves the right to accept or reject any bids, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to affected bidder or bidders of the grounds for MWSC's action.

1.14.2 Any effort by a bidder to influence the employer's processing of Contract award decision may result in the rejection of his bid.

## **1.15 BID EVALUATION CRITERIA**

1.15.1 All bids received shall be evaluated based on the following:

- Price: Offer submitted to the purchase of landing craft.
- Duration: timeline the landing craft can be available
- Required Specifications: the degree to which specifications of proposed vessel matches or conforms to required specifications.

Summary of such evaluation criteria with weights:

Criteria	Weight
Bid price	50
Duration	25
Required Specifications	25

1.15.2 MWSC shall negotiate the award of Contract with the bidder whose bid has been determined to be substantially responsive and most favorable, provided that the bidder has the capability and resources to perform the Contract satisfactorily as determined by MWSC.

1.15.3 The determination will take into account the bidder's financial, technical and service capabilities. It will be based upon an examination of documentary evidence as well as such other information as MWSC deems necessary and appropriate.

#### **1.16 NOTIFICATION OF AWARD**

1.16.1 Prior to expiration of the original period of bid validity prescribed by MWSC, MWSC will notify the successful bidder by letter that his bid has been accepted. This letter shall name the sum which the MWSC will pay the Contractor in consideration of the offer submitted by the Contractor as prescribed in the Contract.

1.16.2 Upon the furnishing of a performance security by the successful bidder, MWSC promptly will notify the other bidders that their bids have been unsuccessful.

#### **1.17 PERFORMANCE SECURITY**

Within 10 (Ten) days of receipt of the notification of award from MWSC, the successful bidder shall furnish a performance security in amount equivalent to five percent (5%) of the Contract sum. The security shall be valid until the end of Warranty period and shall be automatically renewed for consecutive period of 6 (six) months each until written notice is received from MWSC that all the Contractor's covenants are fully performed. The performance security is to be provided by the successful bidder shall be in the form of a bank guarantee, it shall be issued either (a) at the bidders option, by a bank located in Male' or a foreign bank through a correspondent bank located in Male'.

#### **1.18 SUBMISSION OF LEGAL DOCUMENTS**

The bidders shall submit with their proposals the following legal documents as proof of ownership of vessel to be sold.

- Company Registry
- Legal document to demonstrate that seller is the owner of the vessel or power of attorney to sell the vessel on behalf of the owner.
- Board resolution stating the company's intention to sell the proposed vessel.

- If an individual ID card copy of the bidder
- Copies docs of vessel particulars

## LANDING CRAFT SALE & PURCHASE CONTRACT

THIS LANDING CRAFT SALE & PURCHASE CONTRACT is made on this xxx day of xxx 2011 (the "Contract")

BY:

(Name of Seller) , a Company established under the laws of (country) under registration number xxx with its registered office at xxxx(hereinafter referred to as the "Seller" which expression shall include its successors-in-title, liquidators and assignees where the context so requires or admits).

AND:

MALE' WATER & SEWERAGE COMPANY PRIVATE LIMITED, a Company established under the laws of Republic of Maldives under registration number C-67/95 with its registered office at Fen Building, 5/F, Ameenee Magu, Machchangolhi, Male' 20375, Republic of Maldives (hereinafter referred to as the "Buyer" which expression shall include its successors-in-title, liquidators and assignees where the context so requires or admits).

RECITALS

WHEREAS, the Seller desires to sell and the Buyer desires to buy, a Landing Craft (the "Vessel") in accordance with the terms and conditions of this Contract;

NOW, THEREFORE the Parties hereto agree as follows:

### **1. Agreement**

The Seller agrees to sell and the Buyer agrees to buy, the Vessel with specifications and the Contract Price in accordance with this Contract.

### **2. Definitions And Interpretations**

In interpreting or construing this Contract, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Day" means a calendar day excluding Friday and Saturday and public holidays of the Maldives;

"Landing Craft" means the whole vessel as per the detailed technical specifications in Annex 1.

### **3. Contract Price**

The purchase price ("hereinafter referred to as the "Contract Price") for the lading craft shall be the sum of MRF00, 000.00 (MRF:.....) and shall be a fixed price excluding government taxes.

#### **4. Payment Terms**

##### **4.1 The payment terms for the Vessel are as follows:**

a) 10% of the Contract Price down payment shall be made by the Buyer to the Seller upon submission of Advance Payment Guarantee after signing the Contract by both parties.

b) The balance payment of 90 % of the Contract Price including any extra costs under Clause 12.2 shall be paid to Seller' nominated bank account at Seller' bank within 3 days upon delivery of the Vessel.

#### **5. General & Technical Specifications**

##### **5.1 The required Specifications for the landing Craft are as follows:**

- Unobstructed deck space: Length 40ft (ideal) – 38ft (min) & Width 19ft (ideal) – 18ft (min)
- Loading capacity/ tonnage of the vessel: 60 tons (Ideal) – 40 tons (min)
- No of engines & their capacity: 2 engines: preferred capacity to small as possible, ensuring preferred laden speed is achieved.
- Vessel's age not acceding 10 years will be preferable
- Laden Speed : minimum 6.5 knots
- Capacity of Fuel Tanks: minimum 20,000 litres
- Capacity of Water Tanks: minimum 20 tons
- Proposed delivery of the vessel: 30 days
- Make & Age of the vessel : Year of 1st Built & year of 2nd Built (year of last built preferred)
- Length & Width of the vessel: Refer to unobstructed deck space
- Draft of the vessel: minimum possible
- No of 02 Tons pickup trucks that can be loaded on the vessel
- Brand, model & age of the engines: Known brand & minimum age preferred.
- Brand, model & age of duty/ main generator: Known age & minimum age preferred.
- Capacity of duty main generator (kW): depending on equipment used on board.
- Brand, model & age of the generator (s): Known age & minimum age preferred
- Capacity of the generator(s): depending on equipment used on board.

- Type of Winch (Whether its control is hydraulic, electric or manual) : type is optional
- Type of control of Landing Craft Gate (Whether its control is hydraulic, electric or manual): type is optional
- No of rooms: 2 rooms
- No of toilets: 2 toilets
- Type, model, age & other details of all communication equipment: minimum as per government regulations
- Type, model, age & other details of all navigation equipment: minimum as per government regulations
- Types & details of safety equipment: minimum as per government regulations
- Type, model, age & other details of lifting equipment (if any) - optional
- Any other details that seem relevant

## **6. Inspections**

**6.1.1** The Seller shall make the Vessel available for physical inspection and a trial run within a maximum period of 07 days of signing of this Contract, unless otherwise agreed. The Buyer shall appoint a qualified inspector for the physical inspection. The place and exact date of the inspection and trial run are to be mutually agreed between the parties subject to the following;

(a) In the event the physical inspection is to be undertaken within the Maldives, the costs incurred for the physical inspection (including inspectors fees) shall be borne by the Buyer;

(b) In the event the physical inspection is to be undertaken abroad, the costs incurred for the physical inspection (including inspector's fees) shall be borne by the Seller;

**6.1.2** For the purposes of this Contract, physical inspection of the Vessel is to mean only inspection of the Vessel physically, including taking photographs and inspection of Vessel's Classification records, continuous synopsis record, maintenance records, deck and engine log books and available ballast spaces.

**6.1.3** The Seller agrees that the trial run shall be made at Seller's sole risk and expense.

## **6.2 Divers Inspection**

**6.2.1** Within 05 days of the Buyers acceptance of physical inspection, the Seller shall make the Vessel available to the Buyer for underwater inspection. The Buyer shall appoint a qualified diver to inspect the Vessel's underwater parts below the deepest load line including rudder and propeller upon the Vessel's arrival mutually agreeable location. However, should the Buyer fail to arrange for such inspection then they shall lose the right of such divers inspection. The costs of divers fees incurred for the underwater inspection shall be borne by the Buyer.

**6.2.2** If damage is found for which requires immediate repair, then Seller shall repair such damage without delay prior to delivery. Should the Seller be required to dry-dock the Vessel to repair such damage, both parties shall mutually agree for the Seller to rectify any defects found that substantially affect the condition of the Vessel failure of which shall enable the Buyer to cancel the Contract and recover the down payment.

## **7. Notice of Acceptance**

**7.1** The sale shall become definite and outright, subject only to the terms and conditions of Contract;

(a) If the Vessel is accepted by the Buyer after the required inspections and trial run and a written notice of acceptance from the Buyer is received by the Seller within 72 hours or at a mutually agreed date, after completion of physical and underwater inspection and trial run of the Vessel.

(b) The Buyer may cancel the Contract if Seller refuses to repair at its expense the engine, electronic and electrical system or other items which indicate the Vessel is not seaworthy, structurally sound and does not conform to the specifications, or refuses to adjust the Contract Price to compensate the Buyer for such repairs or replacements if required.

(c) If the Buyer rejects the Vessel or if such notice of acceptance under clause 7.1(a) is not received by the Seller within the time mentioned in clause 7.1(a), the down payment shall be immediately released to the Buyer, after which this Contract shall be null and void.

## **8. Insurance**

The Vessel proposed for sale under this Contract must have a valid Insurance Policy ( hull and machinery ) and the Seller shall continue to fully insure the Vessel until the transfer of ownership of the Vessel upon delivery.

## **9. Delivery**

**9.1** The Seller agrees to deliver the Vessel to Buyer as in the following:

a) The Port of Delivery shall be Male' Port.

b) Delivery of the Vessel shall not be later than 03 (three) weeks from date of acceptance of the Vessel in accordance with this Contract;

**9.2** All logistical arrangements (inclusive of insurance and transport costs) to deliver the Vessel to Male' Port shall be made by Seller.

**9.3** If at any time during performance of this Contract, should either party encounter conditions impeding timely delivery of the Vessel, the respective party shall promptly notify the other party in writing of the delay, its cause(s), and its likely duration. As soon as practicable after receipt of this notice, the respective party shall evaluate the situation and may at its discretion extend the other party's time for performance, in which case the extension shall be executed in writing by exchange of letters between both parties.

**9.4** At the time of delivery of the Vessel the Seller and the Buyer shall sign and deliver to each other a signed Delivery and Acceptance Letter stating the date, time and place of delivery of the Vessel from the Seller to the Buyer.

#### **10. Condition on Delivery**

The Vessel and everything belonging to her shall be at Seller' risk and expense until the Vessel is delivered and taken over by the Buyer in accordance with this Contract. The Seller shall deliver the Vessel to the Buyer in substantially the same condition as the Vessel was at the time of inspection, with the exception of fair wear and tear, free from damage affecting Vessel's Specifications under this Contract and trading certificates (both national and international) clean and valid at the time of delivery. All cargo spaces shall be clean and free of any cargo. If the Vessel is not in the same condition as the Vessel was at the time of inspection, the Buyer may reject the Vessel if the difference in condition is not in accordance with the specifications under this Contract. Otherwise, the Buyer' remedy for differences in condition shall lie in damages.

#### **11. Notice of Actual Readiness**

**11.1** Prior to the arrival of the Vessel at the Delivery Port, the Seller shall provide the Buyer with 03 days advance written notices to keep the Buyer advised of the estimated date and port of delivery and of the Vessel's itinerary. Following the tender of any notice, Seller is to take reasonable steps not to hinder delivery by the date set out in the notice.

**11.2** Upon the arrival of the Vessel at the Delivery Port and when the Vessel is physically ready in accordance with Clause 10 for delivery and Seller have ready all of the Seller' documents required by Clause 13 (save for the Certificate of Ownership or equivalent, Invoice for Bunkers and Lubricants and the Protocol of Delivery and Acceptance), the Seller shall tender a written Notice of Actual Readiness of the Vessel to the Buyer.

**11.3** If the Vessel is destroyed before delivery, the Buyer is entitled to the immediate return of the down payment and thereafter this Contract shall be null and void.

#### **12. Spares/ Bunkers & Others**

**12.1** The Seller shall deliver the Vessel to the Buyer with everything belonging to her, including all gear, machinery, equipment, furnishings and all other articles presently on affixed to the Vessel and all spare parts and spare equipment on board and on shore except those spare parts that are on order. However, the Seller is not required to replace any spare parts that are taken out of spare and used as replacement in the Vessel prior to delivery. The radio installation and navigational equipment shall be included in the sale, along with all unused stores and provisions without extra payment, however the personal belongings of the crew shall be excluded.

**12.2** The remaining bunkers, unused lubricants in designated storage tanks (not header/service tanks) and unopened drums shall be taken over by the Buyer at the date of last supply to the Vessel and evidenced by relevant invoices or vouchers; copies of which shall be made available to the Buyer at the time of delivery. Upon submission of copies of actual Invoices for which Seller would have purchased bunkers, lubricants; a measurement of such bunkers lubricants shall be made by Buyer in the presence of Seller and qty verified; then Buyer shall pay to Seller for value ( Unit price x qty; based on copies of Actual Invoices ). Payment under this Clause shall be made in

the same currency and at the same time and place as the Purchase Price.

### **13. Documentation**

**13.1** As soon as practically possible upon signing of the Contract the Seller shall forward the Buyer scanned or photocopies of all requested Vessel Plans, Registry, Class, Safety/Trading Certificates and other documents reasonably required for preparation of Buyer registration and management documentation including the following documents shall be submitted to Buyer prior to delivery of Vessel.

- (a) Original Invoice showing vessel description, & price;
- (b) Original Bill of lading; if appropriate
- (c) Copy of Previous Registry & current registry
- (d) Valid Safety Certificates from a recognized organization or flag state
- (e) Original Marine insurance certificate;
- (f) Original Certificate of origin.
- (g) Notarized Bill of Sale
- (h) Deletion & Non-encumbrance Certificate
- (i) Copy of tonnage Certificate

### **14. Encumbrances**

**14.1** The Seller warrants and represents that the Vessel, at the time of delivery, is free from all encumbrances, charters, mortgages, maritime liens, writs (save where security has been furnished), port state and other administrative detentions, stowaways, trading commitments and any other debts whatsoever. Any breach of this condition will entitle the Buyer to reject the Vessel.

**14.2** The Seller hereby undertakes to indemnify fully the Buyer against all consequences of any claims against the Buyer that may arise due to claims against the Vessel originating prior to the time of delivery of the Vessel to the Buyer.

### **15. Vessel Name**

The Buyer, upon delivery of the Vessel, may change the name of the Vessel and alter its funnel markings.

### **16. Liquidated Damage for Delay**

If contractor fails to deliver the Vessel, complete works or perform services within the time period specified in this Contract, Buyer shall without prejudice to its other remedies under the contract, deduct a sum equivalent to 0.25 (zero point five) percent of Contract Price per each day of delay

from the Contract Price as a liquidated damage up to a maximum of an amount equivalent to 10% (ten) percent of the Contract Price. When the maximum amount is reached, without any definite indication that completion will take place in a reasonable times as determined by Buyer , then Buyer may terminate the contract.

## **17. Termination for Default**

**17.1** Unless otherwise provided in this Contract, if a Party breaches a term of this Contract and that breach is a type of breach that is capable of being remedied, the other Party may send the breaching Party a Notice that sets out the details of breach and demands that the breaching Party remedy the breach within 14 (fourteen) days of the Notice.

**17.2** Buyer may without prejudice to any other remedy for breach of Contract, by written notice of default sent to Seller, terminate this Contract in whole or in part if:

(a) Seller fails to deliver the Vessel and/or perform services within the time period specified in this Contract or any extension thereof granted by Buyer pursuant to this Contract; or

(b) The Seller fails to perform any other obligation(s) under this Contract and has not remedied the breach of Contract within the Notice period pursuant to clause 17.2.

**17.3** In the event Buyer terminates this Contract, Seller shall repay any money paid in advance for the delivery of Vessel or services by Buyer.

## **18. Amendments**

Any amendments to this Contract shall be made in writing and executed by both parties to this Contract.

## **19. Force Majeure**

**19.1** Buyer shall not be liable for any penalty, payments to the government, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**19.2** For the purpose of Clause 19.1, "Force Majeure" means an event beyond the control of Buyer and not involving Buyer's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God, acts of the Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, tsunamis, epidemics, quarantine restrictions and freight embargoes.

## **20. Confidentiality**

Both Parties agree in good faith to keep the terms and conditions of this Contract private and confidential except as required by law. In the event the sale or details thereof become known or reported in the market neither the Seller nor the Buyer shall have the right to withdraw from the sale or fail to fulfill all their obligations under this Contract.

## **21. Dispute Resolution**

In the event of a dispute or disagreement between the parties in connection with this Contract or any matter arising therefrom, the parties shall initially seek to resolve the same amicably and through discussion. If the dispute or disagreement cannot be resolved within a period of 21 (twenty-one) days of it being raised in writing by a party, either of the parties may refer the matter to be finally settled by the relevant court of law in the Maldives for adjudication.

## **22. Governing Law**

The Contract shall be governed, construed and interpreted in accordance with the Laws of the Republic of Maldives.

## **23. Notices**

Any notice or communication permitted or required by this Contract shall be deemed effective when personally delivered or deposited, or posted, mailed, telexed, telegraphed, emailed or facsimiled properly addressed to the appropriate party at the address at such address as either party may specify in writing. A notice shall be effective when delivered or on notice's effective date, whichever is later.

## **24. Taxes and Duties**

**24.1** Any sales, use or other similar type taxes or import or export duties inside the Republic of Maldives imposed on this transaction under this Contract are not included in the price.

**24.2** Buyer shall be liable for all taxes, stamp duties, license fees, import duty, and other such levies imposed within the Republic of Maldives, for the purpose of performing its obligations in purchasing the Vessel. Any such costs such as taxes, stamp duties, export permit cost and such levies applicable outside the jurisdiction of the Maldives shall be borne by the Seller.

**24.3** The Buyer shall bear all expenses in connection with the purchase and registration of the Vessel under the Buyer' flag, and similarly the Seller shall bear all expenses in connection with closing of the Seller' Registry.

## **25. Entire Contract**

**25.1** This Contract terminates and supersedes all prior understandings or agreements on the subject matter hereof.

**25.2** This Contract shall be executed simultaneously in two original copies, each of which when executed and delivered shall constitute an original, but all copies shall together constitute but one and the same instrument.

IN WITNESS THEREOF the Parties set their hands to these presents on this xxx day of xxx 2012.

**For and on behalf of Buyer**

**For and on behalf of Seller**

\_\_\_\_\_

\_\_\_\_\_

**(Name)**

**(Name)**

**(Designation)**

**(Designation)**

**Witnessed by**

\_\_\_\_\_

\_\_\_\_\_

**(Name)**

**(Name)**

**(Designation)**

**(Designation)**