

**INVITATION TO TENDER
FOR
PROVISION OF LEGAL SERVICES**



TENDER / RFP No:	ASND/GA/IUL/2024/40
Date:	23rd October 2024
Date/Time for Submission:	06th November 2024 – 1000HRS (via Microsoft Teams Web meeting)

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SECTION 1: LETTER OF INVITATION

Tender Reference Number: ASND/GA/IUL/2024/40

Date: 23rd October 2024

Location: Fen Building 3rd Floor, Male', Maldives

To:

Dear Sir/Madam,

1. Aasandha Company Ltd (hereinafter called "The Company" or "Company") invites proposals to provide Legal Services.
2. Please refer to the enclosed RFP (Request for Proposal) document for further details on the scope of work and the expectations for deliverables and other terms and conditions.
3. This RFP has been addressed to all the eligible Firms.
4. The Company will select up to a maximum of three Firms for the provision of legal services under this RFP.
5. Firms will be selected under the Evaluation Criteria published in this RFP and TORs (attached).
6. The RFP includes the following documents.
 - Section 1: Letter of Invitation
 - Section 2: Terms of Reference
 - Section 3: Contract
 - Section 4: Technical Proposal
 - Section 5: Financial Proposal
 - Section 6: Declaration of Ethical Conduct
 - Section 7: General Conditions of Contract
 - Section 8: Time Keeping Record
7. We look forward to receiving your proposal and appreciate your interest in working with us.

Yours Sincerely:

Head of Procurement

SECTION 2: TERMS OF REFERENCE

1. INTRODUCTION

- 1.1.1 Aasandha Company Limited (“The Company”) is a state-owned entity established in 2011, tasked with managing the government’s healthcare finance services.
- 1.1.2 The Company is seeking to select up to **three** local law firms (“Firm”) with strong experience in the field and commitment to protect public interest, to provide consultancy and legal services as required by the Company.

2. SCOPE OF WORK

- 2.1.1 This section provides an indicative scope of work for the Firm. It shall, however, be the responsibility of the Firms to carry out other legal tasks as may be required by the Company.
- 2.1.2 The specific tasks and activities include, but are not limited to, the following as and when required.
- a) Advising the Company on issues regarding legal interpretation.
 - b) Providing timely and appropriate legal advice and services in accordance with laws and regulations
 - c) To attend and provide advice on matters and assist the Company on Legal matters and legal aspects of decisions.
 - d) Representing and defending the Company in legal proceedings.
 - e) Drafting legal forms, contracts, agreements and other legal documentation.
 - f) Review and vetting of agreements and related documents.
 - g) Allocating a focal member or a team from the Firm to collaborate with the Company designated person(s).
 - h) Recovery of litigation costs, wherever applicable.
 - i) Interact on behalf of the Company with relevant parties.

3. PERIOD OF SERVICES

The Firm shall be engaged for a minimum period of 1 year on pre-defined payment terms, with the scope and deliverables assigned by the Company and will be subject to renewal based on performance and quality of services.

4. BILLING AND PAYMENT

- 4.1.1 The Firm shall maintain a record of the services (as per *Section 8: Time Keeping Records*) rendered to the Company.
- 4.1.2 At the end of the month, the Firm shall provide a Monthly Retainer Statement which shall have (Summary of Hours Worked, Service Breakdown, Total Retainer, Hours carried forward)
- 4.1.3 Invoices should be raised by the 10th of the following month, which shows the total hours and corresponding fees being charged.
- 4.1.4 The Company shall settle payments within 30 days of receipt of invoice along with relevant supporting documents.

4.1.5 The maximum retainer fee payable per month is **MVR 30,000**. If the maximum amount is not reached in a month, surplus hours may be carried forward to future months, and these carried forward hours may be charged separately.

4.1.6 If the monthly retainer amount is exceeded, the Firm should notify the client in advance and seek approval for continued work. Adjustments to the Retainer or hourly rates should be agreed upon in writing.

5. ELIGIBILITY CRITERIA

5.1.1 Advocates of the Firm should conform to the following criteria:

- a) At least three years' relevant work experience in providing legal services in company law, contract law or commercial law.
- b) At least two years' experience in representing clients in legal proceedings.
- c) The proposed Firm should have undertaken legal services for period not less than 5 years or the Partners must be in legal practice for a period of not less than 5 years
- d) The proposed Firm's legal team should have a minimum of three (03) full-time registered and licensed lawyers actively engaged full-time at the Firm's corporate office
- e) The proposed Firm should assign one experienced Lawyer from the above criteria to act as the primary liaison and Legal Consultant for the Company.
- f) The assigned liaison should be available to the Company and priority representation should be given to the Company, but where circumstances invalidate such arrangements, a viable alternative should be made available when required.
- g) Firms with lawyers who have represented legal cases against the Company in the past 8 years will not be eligible

6. SCHEDULE OF RATES AND PAYMENT TERMS

The Firm is expected to provide their proposed price as per *Section 5: Financial Proposal* in compliance with the Company's payment terms.

7. EVALUATION CRITERIA

7.1.1 The interested Firm are invited to submit a **Technical Proposal** and a **Financial Proposal**. The proposal will be the basis for the signed contracts with the selected Firms.

7.1.2 In order to claim the allocated marks, documentary evidence must be provided.

7.1.3 The Technical Proposal shall include the Company profile and experiences. Priority will be given to the following.

- a) Firms with experience in the corporate sector
- b) Past successes in representing the state or state-owned entities, especially in corruption related cases.

7.1.4 The Technical proposal shall be submitted as per *Section 4: Technical Proposal*

7.1.5 The financial proposal shall be submitted as per *Section 5: Financial Proposal*

7.1.6 Scoring Criteria

A – Company profile and experience	30% x Marks scored
B – Project Team	50% x Marks scored
C – Financial Proposal	20% x Marks scored

	Details [Please submit documentary evidence – work order reference letters]	Maximum Points
A)	Company Experience	100
	General Experience of firm (1 mark per client x maximum of 10 clients)	10
	<i>[Experience claimed in the general experience section will not be awarded again in the specific experience section)</i>	
	Specific Experience	90
	7.1.7 Experience in the corporate sector representing the state- or state-owned entities [1 per case x maximum of 10 cases]	10
	7.1.8 Past successes in representing state- or state-owned entities [Court verdicts in favor of state/state owned entities represented by firm] – [2 per case]	40
	7.1.9 Past successes in representing state- or state-owned entities in corruption related cases [10 per case x max 4 cases]	40
	<i>[Experience claimed in the Specific Experience for Corporate will not be awarded again in the Specific Experience Section for Corruption.]</i>	
	Total A =	
B)	Project Team	100
	Reviewing Partner (for one partner only)	
	7.1.10 Undergraduate degree in field of law (2.5 marks – can select only one qualification)	-
	- Post graduate degree in field of law	5
	- Practicing license maturity (1 per year)	5
	- Experience in representing in higher courts (1 per year x maximum 10 years)	5
	- Successes in representing state where partner was materially involved (2 per case x maximum cases 10 / If corruption related 4 per case)	20
	Lead member (for one lead member only)	
	7.1.11 If Undergraduate degree in field of law (2.5 marks – can select only one qualification)	-
	- If Post graduate degree in field of law	5
	- Practicing license maturity (1 per year)	5
	- Experience in representing in higher courts (1 per year x maximum 10 years)	5
	7.1.12 Successes in representing state- or state-owned entities where lead member was materially involved (2 per case x maximum 10 cases)	20
	Legal Support Staff (upto a maximum of 2 staff)	
	- Under-graduate degree in field of law – 2.5 per staff (max 5 marks – can select only one qualification)	-
	- Post graduate degree in field of law - 5 per staff	5
	- Practicing license maturity (1 per year x max 5 years per staff)	5
	- Experience in representing in courts (1 per year x max 5 years per staff)	10
	Total B =	
C)	Financial Proposal	100
	Rate per hour – Lowest price per hour 50 Marks	50
	Rate per hour (additional hours after 40 hours) – Lowest price per hour 50 marks	50
	Total C =	

7.1.13 Ongoing Monitoring & Evaluation Post-Selection

Selected Firm will be subject to ongoing evaluation for performance and compliance with ethical standards throughout the engagement.

8. QUERIES

8.1.1 Any queries or requests for clarification should be sent in writing to the below email on or before **12:00 PM on 31st October 2024** to:

Email: tender@asandha.mv

Subject Header: Query on Legal Services

8.1.2 Unless notified by email or direct written communication, no changes will be allowed in the Proposal Submission details or deadline.

9. PROPOSAL SUBMISSION DEADLINE

Proposal Submission Deadline: **06th November 2024 (via Teams Web Meeting)**

Time: **1000 HRS**

Email: tender@asandha.mv

Subject Header: Provision of Legal Services

Vendors **must** send their Company name, contact person name, email, and number to tender@asandha.mv before **30th October 2024, 15:00hrs to register for the Bid submission.**

Aasandha company will send a web meeting link to the provided email address for bid submission. Vendors should send the bid document only when instructed to do so during the web meeting, via email to tender@asandha.mv Upload to cloud storage (Google Drive, Dropbox, OneDrive) and provide us a link via email if the bid document size is bigger (20MB+). Bid documents will NOT be accepted if the vendor does not attend the submission meeting or joins the meeting after the given submission time.

10. PROPOSAL SUBMISSION

10.1.1 Proposals should include in their proposals the following as annexures.

- a) Firm profile and experience
- b) Detailed CVs of key team members (with key member defined)
- c) Team composition and Tasks assignment
- d) Examples of similar engagements and references
- e) Technical Proposal (*As per Section 4*)
- f) Financial Proposal (*As per Section 5*)
- g) Declaration on Ethical Conduct (*Section 6*)

10.1.2 The Company shall not be held liable for any errors or omissions in any part of this TOR. The information contained in this TOR is supplied solely as a guideline. The information is not guaranteed or warranted to be accurate by the Company, nor is it necessarily comprehensive or exhaustive.

11. EVALUATION AND COMPARISON OF PROPOSALS

- 11.1.1 To assist in the examination, evaluation, and comparison of proposals, the Company may ask the bidder for clarification of its proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered, or permitted.
- 11.1.2 The Company will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- 11.1.3 If the Bidder does not accept the correction of errors, its Proposal will be rejected.
- 11.1.4 If there is a discrepancy between words and figures, the amount in words will prevail.
- 11.1.5 The Procurement Committee will determine the substantial responsiveness of each Proposal to the Invitation to Tender. For the purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations.
- 11.1.6 The Company's determination of a proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence. A Proposal determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 11.1.7 The Company does not bind itself to accept any proposal or the lowest quoted proposal.

SECTION 3: CONTRACT

This Contract (“Contract”) is entered into this [Date], by and between Aasandha Company (“Company”) having its principal place of business at Fen Building, 3rd Floor, Ameenee Magu, and [Firm Name] (“Firm”) having its principal office located at [Firm’s address].

Whereas the Company wishes to engage the Firm as a Legal Consultant for the Company and the Firm will be required to engage their resources for performing the services hereinafter referred to, and

Whereas the Firm is willing to perform these services,

Now therefore the parties agree as follows.

1. **Services:** The Firm shall perform the services specified in the Terms of Reference – [RFP Number], which is made part of this Contract (“Services”)
2. **Duration:** This Contract shall commence on [Commencement Date] and shall continue in effect for one year unless renewed or terminated in accordance with the Contract.
3. **Price:** As per the Section 5: Financial Proposal
4. **Terms** This contract incorporates by reference to the RFP and all its contents, including all amendments, clarifications and addenda issued thereto (collectively referred to as the “RFP”). The provisions of the RFP including submitted Proposals form an integral part of this contract and are enforceable as such.
5. **Coordinator:** The Company designates [Staff name], as the Company’s coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving the invoices for payment and acceptance of deliverables by the Company. Any changes in Coordinator will be communicated in writing to the Firm.
6. **Performance Standard:** The Firm undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The Firm shall promptly replace any employees assigned under this Contract that the Firm considers unsatisfactory.
7. **Restricted Activities:** The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from closely related to the Services.
8. **Assignment:** The Firm shall not assign this Contract or subcontract any portion thereof without the Company’s written consent.

By signing this contract, both parties acknowledge having read, understood and agreed to be bound by the terms of the RFP, as well as all referenced and incorporated documents.

Authorized Signatories and Stamp (Company)

Authorized Signatories and Stamp (Firm)

Signature: _____
 Name: _____
 Title: _____

Signature: _____
 Name: _____
 Title: _____

Witness 1 Signature: _____
 Name: _____
 ID Card Number: _____

Witness 2 Signature: _____
 Name: _____
 ID Card Number: _____

SECTION 4: TECHNICAL PROPOSAL

Prepared for: Aasandha Company Ltd.
 Prepared by: [Firm Name]
 Contact Info: [Insert contact person, Phone number, Email Address]

TECHNICAL PROPOSAL: A (EXPERIENCE OF FIRM)

Case/Client Name	Category (Corporate / Corruption)	Work Order / Reference Letter	Court Verdicts or status (if applicable)	Marks
Eg. Client 1	Corporate / Private	[Attach evidence]	[Attach reference link / evidence]	
Eg. Case 2	Corruption	[Attach evidence]	[Attach reference link / evidence]	
[Expand as necessary]				

TECHNICAL PROPOSAL: B (PROJECT TEAM)

Name	Partner / Lead / Support Staff	CV	Education (Post/Undergraduate)	License Maturity	Experience in courts	Marks
Ahmed V	Partner	[Attach evidence]	Post Graduate degree in Law from X, University, Country	5	5	
Aishath C	Lead	[Attach evidence]	[Attach reference link / evidence]	5	5	
Ibrahim A	Support Staff A	[Attach evidence]	[Attach reference link / evidence]	5	5	
Ali C	Support Staff B	[Attach evidence]	[Attach reference link / evidence]	5	5	

We, the undersigned, offer to provide the services as per your RFP **[Insert Number: _____]** and our Proposal. We are submitting herewith our Proposal, which includes this Technical Proposal and a Financial Proposal.

I/we hereby declare that the information provided in this Technical Proposal is accurate and supported by valid documentary evidence. I/we understand that any false statements or misrepresentations may result in disqualification of our proposal. We understand that you are not bound to accept any Proposal you receive.

Authorized Signature	
Name	
Position	
Date	

Please attach a copy of the following along with the technical proposal.

1. Company profile
2. Registration Certificate
3. CV's and other Supporting Documentation

SECTION 5: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL FOR PROVISION OF LEGAL SERVICES		
Company Name (Firm)	<i>[State Company Name here]</i>	
Client Information		
Name:	Aasandha Company Ltd.	
Project / Contract Title	Provision of Legal Services	
Proposal Date	<i>[Date of Proposal]</i>	
1. Scope of Services	Legal consultancy services as per the terms and scope defined in the Request for Proposal (RFP).	
2. Fee Structure		
Hourly Rate (MVR) (upto 40 hrs)	<i>[State hourly rate here]</i>	
Additional Hourly Rate (MVR)	<i>[State hourly rate here after the first 40 hours]</i>	
Ceiling per month	MVR 30,000 (Excluding carried forward hours from prior months)	
3. Payment Terms:		
Invoices will be raised on a monthly basis within 10 days after the end of the month.		
Payment is due within 30 days from submission of invoice along with supporting documents.		
4. Validity of Proposal	60 Days from date of Submission	
5. Account Details	<i>[Account Number]</i>	<i>[Account Name]</i>
<i>I/we hereby declare that the information provided in this Financial Proposal is accurate and supported by valid documentary evidence. I/we understand that any false statements or misrepresentations may result in disqualification of our proposal.</i>		
Authorized Signature		
Name		
Position		
Date		

Note: Fees must be quoted including all applicable taxes.

If the ceiling limit is not reached in a month, balance hours may be carried forward to future months. The ceiling limit is applicable for current month hours and not brought forward hours.

SECTION 6: DECLARATION OF ETHICAL CONDUCT

We the undersigned confirm in the preparation of our Proposal that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the RFP.
2. Should we become aware of the potential for such a conflict, we will report it immediately to the Company.
3. That neither we, nor any of our employees, associates, agents, shareholders, partners, consultants nor their relatives or associates have entered into corrupt, fraudulent, coercive, or collusive practices in respect of our Bid.
4. We understand our obligation to allow the Company to inspect all records relating to the preparation of our Bid and any contract that may result from such, irrespective of whether we are awarded a contract or not.
5. That no payments in connection with this procurement exercise have been made by us or our associates, agents, shareholders, partners, or their relatives or associates to any of the staff, associates, consultants, employees, or relatives of such who are involved with the procurement process on behalf of the Company, Client, or Employer.
6. We agree that the Company reserves the right to disqualify, suspend or terminate any contract or other arrangement between us and the Company, with immediate effect and without liability, in the event it is discovered that we have submitted a fraudulent Bid.
7. This declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between us and the Company.

Authorized Signature: _____

Name: _____

Title: _____

Company Stamp:

SECTION 7: GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions:

Unless otherwise specifically provided, all terms here in shall have the same meanings or understanding as those enumerated within the provisions itself save for the following;

- a) **“Company”** means Aasandha Company Ltd
- b) **“Firm”** means the business legal entity, that is engaged in the provision of services under the Contract and is duly registered and authorized to conduct business in the Maldives.
- c) **“Contract”** means the Contract signed by the Parties as per this RFP and will encompass all terms, conditions, specifications, and requirements set forth in this RFP and any additional terms agreed upon.
- d) **“Contract Price”** means the price to be paid for the performance of the Services in accordance with *Section 5*
- e) **“Effective”** Date means the date on which this Contract comes into force and effect pursuant to *Section 3*
- f) **“Government”** means the Government of the Republic of Maldives.
- g) **“Party”** means the Firm or **“Parties”** means both Company and the Firm
- h) **“Services”** means the consulting services to be performed by the Firm pursuant to this Contract, as described in the Terms of References.
- i) **“In writing”** means communicated in written form with proof of receipt.
- j) **“Term”** means the duration of this Contract.
- k) **“Personnel”** means Persons hired by the Firm or by any Sub-Consultants and assigned to the Performance of services or any part thereof.
- l) **“Sub-Consultant”** means any Person or entity to whom/which the Firm subcontracts any part of the services.

1.2 Law and Jurisdiction

- 1.2.1 This Contract is to be construed, applied, and interpreted under and pursuant to Maldivian law.
- 1.2.2 Jurisdiction to hear disputes respective to this Contract is vested with the Courts of law in Maldives exclusively.

1.3 Notices

- 1.3.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in Contract by registered mail, or by email (with confirmation of receipt), to the following addresses;

For the Company

Aasandha Company Ltd
Fen Building 3rd Floor 20375
Ameenee Magu, Male'
Email: bureau@asandha.mv
Contact: 1400

For the Firm

[Firm's Legal Address]

- 1.3.2 A party may change its address for notice by giving the other Party notice in writing of such change.

1.4 Independence of the Firm

Each Firm engaged by the Company under this Contract shall operate independently and shall not act as an agent, employee, or representative of any other Firm hired under this RFP, unless explicitly agreed otherwise in writing by the Company. Each Firm shall be solely responsible for the performance of its respective duties, and the work performed by one Firm shall not be dependent on or contingent upon the work of any other Firm. No Firm shall have the authority to direct or control the work or decisions of another Firm, nor shall any Firm be liable for the acts or omission of another Firm.

1.5 Fraud & Corruption

If the Company determines from its own independent investigations that the Firm or its Personnel and sub-consultants has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Company may after giving 14 days' notice to the Firm, terminate the Firm's employment under the Contract, and may resort to other remedies including blacklisting/disqualification.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Commencement

This Contract commences from the date as mentioned in *Section 3: Contract* and will continue for 1 (one) Year. The Firm shall begin carrying out the Services immediately after commencement of the Contract.

2.2 Expiration of Contract

Unless terminated earlier pursuant to Clause General Conditions 2.4 hereof, this Contract shall expire after one year from the commencement date.

2.3 Renewal

If mutually agreed, both parties may agree to extend the Contract for additional periods of 1 year under the current terms and conditions including the pricing structure by giving a notice of 30 days before the expiry.

2.4 Termination and Suspension

2.4.1 By the Company: The Company may terminate this Contract in case of the occurrence of any of the events specified in (a) through (f) of this clause. In such an occurrence the Company shall give not less than (30) days' written notice of termination to the Firm.

(a) If the Firm does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Company may have subsequently approved in writing.

(b) If the Firm becomes insolvent or bankrupt.

(c) If the Firm, the judgement of the Company has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the services for a period of not less than thirty (30) days.

(e) If the Company, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Firm fails to comply with any final decision reached via arbitration proceedings.

2.4.2 By the Firm: The Firm may terminate this Contract, by not less than thirty (30) days written notice to the Company, such notice to be given after the occurrence of any of the events specified in (a) through (d) of this Clause General Conditions of Contract (GCC) 2.4.2.

(a) If the Company fails to pay any money due to the Firm pursuant to this Contract without the Firm's fault.

(b) Pursuant to Clause GCC 2.4.2 a) hereof within forty-five (45) days after receiving written notice from the Firm that such Payment is overdue.

(c) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

(d) If the Firm, decides to terminate this Contract for convenience.

2.4.3 Payments upon termination

If either party elects to terminate the Contract, the Firm is entitled to receive just and equitable compensation for any services provided during the term of the Contract.

2.4.4 The expiry or sooner termination of this Contract shall not relieve either Party of any material obligations herein incurred prior to the date of such expiry or sooner termination, or to be performed after the date of such termination.

2.4.5 Suspension

Upon breach of this Contract by the Firm, the Company shall have the right to suspend the relationship under this Contract until such time a proper investigation into the breach be completed and dispute resolved.

3. OBLIGATIONS OF THE FIRM

3.1 Standard of Performance

The Firm shall perform the services and carry out their obligations hereunder with due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the Company, and shall always support and safeguard the Company's legitimate interests in any dealings with Sub-consultants or parties.

3.2 Conflict of Interests

3.2.1 The Firm shall hold the Company's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.2 The Firm shall not engage and shall cause their Personnel as well as their sub-consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.2.3 The Firm warrants that at the time of entering into this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract. If a conflict of interest or a potential conflict of interest arises, the Firm agrees to promptly notify the Company in writing, providing all relevant details. Upon notification, the Company, may at its sole discretion.

- a) consent to the Conflict subject to any conditions or safeguards the Company may deem necessary.
- b) terminate or modify the Engagement if, in the Company's reasonable opinion, it may affect the integrity or objectivity of the Firm's services.

3.3 Indemnity

The Firm shall indemnify the Company, its directors, officers, employees, or any such person and keep them always indemnified and harmless from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs and charges of any kind whatsoever, resulting from any negligent acts, deeds or omissions committed by the Firm which may result due to any breach of the terms of this Contract including the obligation, responsibilities, representations, warranties contemplated and against any other claims, disputes arising out in connection with this Contract.

3.4 Ownership and Retention of Documents

3.4.1 All Deliverables prepared or produced by the Firm while providing services to the Company under this Contract shall become the sole and exclusive property of the Company upon payment of all fees due to the Firm.

3.4.2 All reports and other documents submitted the Firm under this Contract shall become and remain the property of the Company, and the Firm shall not, later than 2 (two) years upon termination or expiration of this Contract, deliver all such documents to the Company, together with a detailed inventory thereof.

3.4.3 The Firm shall retain all documents, records, and files relating to the Company's matters for a period of at least 2 (two) years following termination of this Contract, unless otherwise instructed by the Company.

3.5 Ethical Standards:

3.5.1 The Firm shall comply with all professional ethical standards and codes of conduct applicable to legal practitioners in the Maldives. The Firm shall avoid engaging in any actions or conduct that could compromise its professional integrity or the interests of the Company.

3.5.2 Communication and Updates

The Firm shall keep the Company informed of all significant developments relating to the services provided under this Contract. It shall promptly respond to any requests for updates or additional information and provide regular reports.

3.6 Reporting obligations

The Firm shall submit to the Company the reports and documents specified in the TOR hereto, in the form, in the numbers and within the time Period set forth in the said TOR.

3.7 Professional liability of the Firm

The Firm shall be liable for any claims, losses, or damages arising out of its negligent performance of services under this Contract.

3.8 Billing & Invoicing

3.8.1 A time keeping record shall be maintained by the Firm as per *Section 8: Time Keeping Records*

3.8.2 The firm shall raise invoices based on the monthly timekeeping record by the 10th of the following month of service.

3.9 Firm's Personnel

3.9.1 Description of Personnel

The Firm shall employ and provide such qualified and experienced Personnel as are required to carry out the Services and as per their proposal submitted.

3.9.2 Removal and/or Replacement of Personnel

Except as the Company may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the key Personnel, the Firm shall provide as a replacement a Person of equivalent or better qualifications and experience.

3.9.3 If the Company finds that any of the personnel have

- a) Committed serious misconduct or have been charged with having committed a criminal action, or
- b) Have reasonable cause to be dissatisfied with the performance of any of the Personnel,

Then the Firm shall, at the Company's written request specifying the grounds thereof, provide a replacement for a person with qualifications and experience acceptable to the Company.

3.9.4 The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4. OBLIGATIONS OF THE COMPANY

4.1 Payment of Fees

The Company agrees to pay the Firm for services rendered in accordance with the agreed fee structure outlined in the Contract.

4.2 Provision of Information and Documents

The Company is responsible for providing all relevant and accurate information, documents and materials required by the Firm to perform the services. The Company agrees to promptly disclose any changes or updates that may affect the consultant's work. Failure to provide necessary information may result in delays or limitations in the Firm's ability to provide sound legal advice.

4.3 Cooperation and Access

The Company will cooperate with the Firm and provide reasonable access to personnel, documents, records, and systems necessary for the Firm to fulfil their duties. The Company agrees to promptly respond to inquiries or requests for clarification made by the Firm during the engagement.

4.4 Indemnity

Company shall indemnify the Firm, its directors, officers, employees, or any such person and keep them always indemnified and harmless from and against any losses, damages, liabilities, expenses (including reasonable

attorneys' fees), costs and charges of any kind whatsoever, resulting from any negligent acts, deeds or omissions committed by the Company which may result due to any breach of the terms of this Contract including the obligation, responsibilities, representations, warranties contemplated and against any other claims, disputes arising out in connection with this Contract.

4.5 Assistance and Exemptions

The Company shall use its best efforts to ensure that the Company shall provide the Firm with such assistance and exemptions as the Company can provide.

5. CONFIDENTIALITY

5.1.1 The Parties agree that the parties shall not disclose to any person or in any way make use of any confidential, proprietary, or sensitive information which is obtained during or incidental to the performance of this Contract unless authorized with prior written consent. Both Parties agree to be bound by all clauses of this Contract and notwithstanding any generality; and both Parties agree to uphold the covenants of confidentiality.

5.1.2 Neither party shall use the name, logos, or trademark of the other party beyond the scope of this Contract for whatsoever reasons without acquiring the prior written consent of its authorized person/s. Either party shall not cause or permit anything to be done, which may damage or endanger the intellectual property rights of the other party.

6. PAYMENTS

6.1.1 Contract Price will be set as per *Section 5: Financial Proposal*

6.1.2 Payments will be made in MVR and in monthly intervals upon receipt of required documentation including invoice.

6.1.3 Payments shall be settled within 30 days of receipt of the Invoice, unless disputed by the Company.

7. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the Success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either Party for settlement to the relevant courts of law.

9. RESERVATION OF RIGHTS

9.1.1 The Company reserves the right to reject any or all proposals, or to accept any proposal that it may consider to be in the best interest of the Company.

9.1.2 Appointment of the Firm neither guarantees assignment of cases, nor in any manner obliges the Company to hire the services of the respective Firm. The Company reserves the right to assign any case/matter to any Law Firm.

9.1.3 Both Parties shall be free to contract similar agreements with other third parties and shall be free to stipulate similar conditions and shall not be held liable for any discrepancies between the contracts therein on grounds of discrimination.

10. MISCELLANEOUS

- 10.1.1 It is expressly understood and agreed by the Parties that they are independent of each other, and that this Contract shall not create any relationship of principal-agent, master-servant, partners, or such other relationship, and neither Party will have the right to bind the other through any of its actions.
- 10.1.2 No amendments to or modifications of this Contract shall be effective unless officially communicated in writing and counter signed by both parties hereto.
- 10.1.3 No waiver of any breach of these provisions will be effective unless such waiver is in writing and signed by each party to this Contract against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.
- 10.1.4 This Contract shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, except that no party shall assign or otherwise transfer all or any part of its rights or obligations under this Contract without the prior written consent of the other party.
- 10.1.5 This arrangement is severable to the effect that the invalidity, illegality, or unenforceability of any provision of this Contract shall not affect the validity, legality, or enforceability of any other provision of this Contract.
- 10.1.6 The Contract is executed in 2 (Two) originals one of which shall be retained by the Company and the other by the Firm.
- 10.1.7 This Contract is signed by a person duly authorized by Company and all the terms and conditions contained in this Contract are binding on the Company.
- 10.1.8 The Firm shall not, under penalty of immediate disqualification or termination, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Directors of the Company for the purpose of influencing favorable disposition toward a submitted proposal for any reason.

