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| Section 8: Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. | |
| **GCC 1.1(j)** | The Purchaser’s country is: Republic of Maldives |
| **GCC 1.1(k)** | The Purchaser is: Ministry of Climate Change, Environment and Energy, Republic of Maldives |
| **GCC 1.1 (q)** | The Site is: Ministry of Climate Change, Environment and Energy, Republic of Maldives |
| **GCC 4.2 (b)** | The version of Incoterms shall be: 2020 DAP |
| **GCC 5.1** | The language shall be: English  The language for translation of supporting documents and printed literature is: English |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:   |  |  | | --- | --- | | Attention: | Ms. Fathimath Rishfa Ahmed | |  | Chief Procurement Executive | |  |  | | Address: | National Tender | |  | Ministry of Finance, Ameenee Magu | | City: | Male’ | | ZIP Code: | 20379 | | Country: | Maldives | | Telephone: | (960) 334 9113, (960) 334 9147, (960) 334 9106  E-mail: [mohamed.mafaaz@environment.gov.mv](mailto:mohamed.mafaaz@environment.gov.mv)  Copy to: [tender@finance.gov.mv](mailto:tender@finance.gov.mv) | |
| **GCC 9.1** | The governing law shall be: Laws of the Republic of Maldives |
| **GCC 10.2** | The formal mechanism for the resolution of disputes shall be:  **For a contract with a Foreign Supplier:**  International arbitration shall be conducted in accordance with the rules of the International Chamber of Commerce.  Arbitration shall be administered by the International Chamber of Commerce.  The place of arbitration shall be the place of the institution administering the arbitration.  **For a contract with a Local Supplier:**  As per laws of Republic of Maldives  Place of arbitration: Male’ |
| **GCC 11.1** | The Scope of Supply shall be defined in: Section 6 (Schedule of Supply) |
| **GCC 12.1** | Details of shipping and documents to be furnished by the Supplier shall be: As per Section 6 (Schedule of Supply) |
| **GCC 15.2** | The price adjustment shall be: NOT permitted |
| **GCC 16.1** | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **Payment for Goods supplied from abroad:**  Payment shall be made in currency of the Contract Price in the following manner:   1. **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within Thirty (30) days upon submission of Invoice of claim and advance payment guarantee. 2. **On Delivery:** Ninety (90) percent of the Contract Price shall be paid up on deliver to the Site and submission of Invoice of claim with supporting documents.   Payment shall be made in MVR within forty-five (45) days upon acceptance of the claim and relevant supporting documents by the Employer. |
| **GCC 16.4** | The currencies for payments shall be: In the currency or currencies as quoted by the bidder. |
| **GCC 18.1** | The Supplier shall provide a Performance Security of ten (10) percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: 10% of contract price in US dollars |
| **GCC 18.3** | The forms of acceptable Performance Security are: Bank Guarantee |
| **GCC 18.4** | Discharge of the Performance Security shall take place: Pursuant to GCC Subclause 18.4, after delivery and acceptance of the Goods, the performance security shall be reduced to 5 percent of the Contract to cover the Supplier’s warranty obligations in accordance with GCC Clause 28.3. |
| **GCC 23.2** | The packing, marking, and documentation within and outside the packages shall be:  Ministry of Climate Change, Environment and Energy  Accelerating Sustainable System Development Using Renewable Energy Project  Green Building, Handhuvaree Hingun, Maafannu,  Male', 20392, Republic of Maldives. |
| **GCC 24.1** | The insurance coverage shall be in accordance with:  Pursuant to GCC Subclause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the CIF, CIP or EXW price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes. |
| **GCC 25.1** | Obligations for transportation of the Goods shall be in accordance with:  Incoterms 2020 DAP |
| **GCC 26.2** | Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places:  Type of Test: operational tests as described in section 6  Time or Milestone: at completion  Place: Thilafushi, Kaafu Atoll, Maldives  Address: Outer Islands  Country: Maldives |
| **GCC 27.1** | The applicable rate for liquidated damages for delay shall be: 0.5 % per week or part thereof |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: 10% of contract value |
| **GCC 28.3** | The period of validity of the Warranty shall be: 10 years for PV modules, 10 years for grid-tied inverters, 10 years for module mounting structure and 2 years for all other items.  The place of final destination shall be: Thilafushi, Kaafu Atoll, Maldives |
| **GCC 28.5** | The Supplier shall correct any defects covered by the Warranty within thirty (30) of being notified by the Purchaser of the occurrence of such defects. |
| **GCC 30.1 (b)** | The amount of aggregate liability shall be: 110% |