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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 Environment, Climate Change and Technology, Republic of Maldives |
| **GCC 1.1 (q)** | The Site is: Male’, Maldives |
| **GCC 4.2 (b)** | The version of Incoterms shall be: Incoterms 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: Mr. Ahmed Ali, Director General  Street address: Ministry of Environment, Climate Change and Technology, Green Building, Ameenee Magu, Maafannu,  City: Male'  ZIP code: 20392  Country: Republic of Maldives  Telephone: (960) 301 8300  E-mail: [energy@environment.gov.mv](mailto:energy@environment.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** | Payment of the Contract Price shall be made in the following manner:   1. Advance Payment: Fifteen (15) percent of the Contract Price shall be paid within 45 days of signing the contract against the invoice and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser and will be set off from the subsequent payments. 2. Stage 1 Payment: Sixty-Five (65) percent of the Contract Price shall be paid within 45 days on acceptance by the Purchaser of evidence of delivery of the EMS equipment to all 20 islands and on receipt of an invoice for the amount due. 3. Stage 2 Payment: Fifteen (15) percent of the contract Price shall be paid within 45 days on acceptance by the Purchaser of tests and trials carried out in accordance with GCC 26 and upon deliver to site, and on receipt of an invoice for the amount due. 4. Final Payment: Five (05) percent of the contract Price shall be paid within 45 days on acceptance by the Purchaser of final inspection carried out in accordance with GCC 26, and on receipt of an invoice for the amount due.   The amount payable under (i) above will be deducted from subsequent payments until the Advance Payment is fully recovered. Supplier will provide bank guarantees in 2 equal splits which will be returned in 2 stages as against 15% advance payment being recovered by the owner at every stage payment. Once the advance payment recovery allocated for each payment is recovered, the corresponding bank guarantee for the recovered amount will be released. |
| **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 Environment, Climate Change and Technology  Preparing Islands for Sustainable Energy Development (POISED) 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 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: 20 sites  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: 2 years  The place of final destination shall be: Maldives islands. |
| **GCC 28.5** | The Supplier shall correct any defects covered by the Warranty within 30 days of being notified by the Purchaser of the occurrence of such defects. |
| **GCC 30.1 (b)** | The amount of aggregate liability shall be: 100% |