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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: **MALDIVES** |
| **GCC 1.1(k)** | The Purchaser is: **Ministry of Economic Development, Government of Maldives** |
| **GCC 1.1 (q)** | The Site is: MINISTRY **Ministry of Economic Development (MED), Maldives.** |
| **GCC 4.2 (b)** | The version of Incoterms shall be: **INCOTERMS 2010** |
| **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: MINISTRY OF ECONOMIC DEVELOPMENT  Street address: BODUTHAKURUFAANU MAGU  Floor/ Room number:  City: **MALE**  ZIP code: 20095  Country: **MALDIVES**  Telephone: +960 3323668  Fax: +960 3323840  E-mail: international@trade.gov.mv |
| **GCC 9.1** | The governing law shall be: **Maldives** |
| **GCC 10.2** | The formal mechanism for the resolution of disputes shall be:  **For a contract with a Foreign Supplier:**  In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The arbitration procedure shall be administered by the Singapore International Arbitration Center.  Place of arbitration: **Singapore**  **For a contract with a Local Supplier:**  In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by submission to the relevant Courts of Law in accordance with the applicable laws and regulations of the Purchaser’s country.  Place of arbitration: **Male, Maldives** |
| **GCC 11.1** | The Scope of Requirements shall be defined in: **Section 6 of the Bidding Documents.** |
| **GCC 12.1** | Details of shipping and documents to be furnished by the Supplier shall be: **GD-01 -** **Supply, Install, Configure, Develop, and Maintain NSW Software and Hardware (Turnkey NSW System)** |
| **GCC 15.2** | The price adjustment shall be: **NOT APPLICABLE** |
| **GCC 16.1** | Payment of the Contract Price shall be made in the following manner:  As an overriding principle that will be applied to all Payments by the Purchaser to the Supplier for the Turnkey MNSW Project, Payments will be made on the basis of completed system components, demonstrated system operability, and increased staff capabilities as opposed to Payments for licenses or hardware components delivered. Payments by the Purchaser to the Supplier for the Turnkey MNSW project shall normally be made within 30 days of but not later than 60 days from submission of valid claims and/or invoices in accordance with the **payment schedule** set forth below.  **A. Phase 1**   * **Five percent (5%) of** the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the submission and acceptance of the Inception Report including the Agreed and Final Phase 1 Project Plan, business process analysis report including the acceptance testing plan. * **Ten percent (10%) of** the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the completion of the Phase 1 turnkey NSW Platform and Contact Center supply and installation, configuration, tuning, the establishment of the development environment, and submission and acceptance of the Phase 1 turnkey MNSW and Contact Center System Requirements Specification (SRS) * **Fifteen percent (15%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the configuration, development, tuning, acceptance testing in compliance with the Phase 1 SRS. * **Ten percent (10%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the development and approval of agreed Training documents, completion of training to agreed numbers of users and Go Live of the phase 1 of the turnkey MNSW system and Contact Center. * **Five percent (5%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon 12 weeks of live operation and Operational acceptance by the phase 1 stakeholders.   **B. Phase 2**   * **Five (5%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the submission and acceptance of the Agreed and Final Phase 2 Project Plan, business process analysis report including the acceptance testing plan. * **Fifteen percent (15%) of** the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the completion of the Phase 2 turnkey NSW Platform installation, configuration, tuning, the establishment of the development environment, and submission and acceptance of the Phase 2 turnkey MNSW System Requirements Specification (SRS) * **Fifteen percent (15%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the configuration, development, integration and interfacing with external other systems agreed in the contract, tuning, acceptance testing in compliance with the Phase 2 SRS and Phase 2 Go Live. * **Five percent (5%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon the development and approval of agreed Training documents, completion of training to agreed numbers of users and **Go Live** of the phase 2 of the turnkey MNSW system and Contact Center. * **Five percent (5%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon 12 weeks of live operation and Operational acceptance of the integrated and Interfaced system by the phase 1 and phase 2 stakeholders and submission of the draft final report.   **C. Finalization**   * **Ten percent (10%)** of the Total Contract Price, exclusive of all Recurrent Costs, shall be paid upon acceptance of the bug-free, adequately documented, and fully tested system, Technical documentations, training documents, and submission and acceptance of the final report on the turnkey MNSW system by the purchaser.   **D. Recurrent Costs**  **One hundred percent (100%)** of the price of the services actually delivered will be paid quarterly in arrears, during the warranty and post-warranty periods based on performance. This will commence only when the system’s implementation and warranty period completed successfully and maintenance and support period start. Performance measurement and penalty rules will be applied on the payments according to the mechanism explained in the **Section 6: Maintenance and Support Requirements and Performance based payment mechanism**. |
| **GCC 16.4** | The currencies for payments shall be: **The Currency of the Bid** |
| **GCC 18.1** | The Supplier shall provide a Performance Security of **10%** percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: **US Dollars** |
| **GCC 18.3** | The forms of acceptable Performance Security are: **A guarantee issued by an reputable bank located in Maldives or abroad acceptable to the Ministry of Finance and Treasury of Maldives, in the format included in Section 9 – Contract Forms.**  **If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.** |
| **GCC 18.4** | Discharge of the Performance Security shall take place: **Pursuant to GCC Sub-clause 18.4, after delivery and acceptance of the requirement of Section 6, the performance security shall be reduced to five (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:  Should be clearly written in the hardware packages to be supplied:  **GD-01 - Develop, Install, Supply, and Maintain NSW Software and Hardware (Turnkey NSW System)**  and mark **“NSW <number of box/out of total number of boxes>” outside the box and provide a list of items included in the box.** |
| **GCC 24.1** | The insurance coverage shall be in accordance with: **DDP (Ministry of Finance, Male)** |
| **GCC 25.1** | Obligations for transportation of the IT products shall be in accordance with:  **FCA (Ministry of Finance, Male)** |
| **GCC 26.2** | Tests and Inspections specified in Section 6 (Schedule of Requirements), shall be carried out at the following times or milestones, and places:    IT Products: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Type of Test: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Time or Milestone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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 % (ten percent) of the contract price** |
| **GCC 28.3** | The period of validity of the Warranty shall be: **1 year**  The place of final destination shall be: **Male** |
| **GCC 28.5** | The Supplier shall correct any defects covered by the Warranty within **Warranty within time period as detailed in Clause 7.10. Support Requirements of the Section 6 of the Bidding Documents** of being notified by the Purchaser of the occurrence of such defects. |
| **GCC 30.1 (b)** | The amount of aggregate liability shall be**: $ 800,000 (USD Eight Hundred Thousand)** |
| **GCC 38** | New sub-clauses is added as GCC 38 follows:  **38. Operational Acceptance Test**  31.1 The Operational Acceptance Tests (and repeats of each tests) shall be the primary responsibility of the Purchaser, but shall be conducted with the full cooperation of the Supplier during commissioning of the IT products and installation services to ascertain whether they conform to the System Requirement Specifications (SRS) and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during commissioning will be conducted as specified in the System Requirement Specifications (SRS) and/or the Agreed and Finalized Project Plan.  31.2 At the Purchaser’s discretion, Operational Acceptance Tests may also be performed on replacement products, upgrades and new version releases, and products that are added or field-modified after operational acceptance of the system.  31.3 If for reason attributable to the Purchaser, the Operational Acceptance Test of the IT products and installation services cannot be successfully completed within the period specified in the System Requirement Specifications (SRS), from the date of installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the System Requirement Specifications (SRS)and/or the Agreed and Finalized Project Plan, and GC Sub-Clauses 27.1 (Liquidated Damages) shall not apply. |
| **GCC 39** | New sub-clause is added GCC 39 as follows:  **39. Operational Acceptance**  39.1 Subject to GC Sub-clause 40 (Partial Acceptance) below, operational acceptance shall occur in respect of the IT products and installation services when  (a) the Operational Acceptance Tests, specified in the System Requirement Specifications (SRS) and/or Agreed and Finalized Project Plan, have been successfully completed; or  (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of installation or any other agreed-upon period as specified in GC Clause 38.3; or  (c) the Purchaser has put the system into production or use for 60 consecutive days. (If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.)  39.2 At any time after any of the events set out in GC Sub-clause 38.1 above have occurred, the Supplier may give a notice to the project manager requesting the issue of an Operational Acceptance Certificate.  39.3 After consultation with the Purchaser, and within 14 days after receipt of the Supplier’s notice, the Project Manager shall  (a) issue an Operational Acceptance Certificate; or  (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or  (c) issue the Operational Acceptance Certificate, if the situation covered by GC Clause 38.1 (b) arises.  39.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the project manager has notified to the Supplier. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the IT products and installation services. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GC Subclause 38.2. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GC Subclause 39.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GC Subclause 39.4 shall be repeated, as necessary, until the Operational Acceptance Certificate is issued.  39.5 If the system or subsystem fails to pass the Operational Acceptance Test(s) in accordance with GC Subclause 31, then either  (a) the Purchaser may consider terminating the Contract, pursuant to GC Clause 35.1 (Termination for Default), or  (b) the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GC Sub-Clauses 27.1 (Liquidated Damage) shall not apply, if the failure to achieve operational acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract.  39.6 If within 14 days after receipt of the Supplier’s notice, the project manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the project manager has not issued the Operational Acceptance Certificate, the IT products and installation services shall be deemed to have been accepted as of the date of the Supplier’s said notice. |
| **GCC 40** | New sub-clause is added GCC 40 as follows:  **40. Partial Acceptance**  40.1 If so specified in the SRS, installation and commissioning shall be carried out individually for each identified major component or Phase of the IT products and installation services. In this event, the provisions in the Contract relating to installation and commissioning, including the Operational Acceptance Test, shall apply to each such major component or phase individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or phase and final Acceptance Certificate for the whole IT products and installation services.  40.2 The issuance of Operational Acceptance Certificates for individual major components or phase pursuant to GC Subclause 40.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the IT products and installation services as a whole once all major components have been supplied, installed, tested, and commissioned.  40.3 In the case of minor components for the IT products and installation services that by their nature do not require commissioning or an Operational Acceptance Test, the project manager shall issue an Operational Acceptance Certificate within 14 days after such components have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier. |