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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 & Trade (MoEDT)**  11th Floor, Velaanaage  Ameer Ahmed Magu  Male’ 20096  Republic of Maldives |
| **GCC 1.1 (q)** | The Site is:  Ministry of Economic Development & Trade (MEDT), Maldives, 11th Floor, Velaanage, Male’, 20096, Republic of Maldives, Tel: +(960) 3323668, email: info@trade.gov.mv  C/O TradeNet Maldives Corporation Ltd. 5th Floor, G.Niusha, Lily Magu, Male’, Republic of Maldives, Tel:+(960) 333 5 777 |
| **GCC 4.2 (b)** | The version of Incoterms shall be: **INCOTERMS 2020** |
| **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. Yusuf Riza, Permanent Secretory, **Ministry of Economic Development & Trade (MoEDT)**  Street address: Ameer Ahmed Magu  Floor/ Room number: Velaanaage, 11th Floor  City: **Male’**  ZIP code: 20096  Country: **Republic of Maldives**  Telephone: +960 3323668  Fax: +960 3323840  E-mail: [nsw@trade.gov.mv](mailto:nsw@trade.gov.mv), yusuf.riza@trade.gov.mv |
| **GCC 9.1** | The governing law shall be: **The Law of Maldives** |
| **GCC 10.2** | The formal mechanism for the resolution of disputes shall be:  **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 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:  For Goods supplied from abroad as per Incoterms DDP:  Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including the Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc.  The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:  (a) Supplier’s invoice showing the description of the IT products, quantity, unit price, and total amount;  (b) Bill of lading  (c) Packing list identifying contents of each package;  (d) Manufacturer’s or Supplier’s warranty certificate; and  (e) Certificate of origin.  The Purchaser shall receive the above documents at least **1 week before arrival** of the Goods at the port or place of arrival, and if not received, the Supplier will be responsible for any consequent expenses. |
| **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:  Payment shall be made in currencies mentioned in the Letter of Award within (30) days of but not later than 60 days from presentation of the claim supported by a written confirmation from the Purchaser declaring that the Goods have been delivered as per the conditions described in Section 6 and that all other contracted services have been performed.   1. **Advance Payment:** 10% of the Contract Price upon signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). 2. **On Delivery:** The Purchaser shall pay the Supplier 30% of the Contract Price on delivery of the goods under the ADB commitment procedure upon submission of documents specified in SCC Clause 12.1. 3. **On Installation & Commissioning:** 25% of the Contract Price shall be paid upon confirmation from Supplier on completion of supply, installation and commissioning of Hardware System. 4. **On Acceptance:** 35% of the Contract Price shall be paid upon Completion supply, installation and commissioning of Hardware System upon submission of a claim supported by the acceptance documents issued by the Purchaser. |
| **GCC 16.4** | The currencies for payments shall be: **MVR (Maldivian Rufiyaa)** |
| **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: **MVR (Maldivian Rufiyaa) or a freely convertible currency** |
| **GCC 18.3** | The forms of acceptable Performance Security are:  **A bank guarantee issued by a reputable bank or financial institution located in the Purchaser’s country** (Maldives)**, acceptable to the Purchaser** (Ministry of Finance and Treasury of Maldives)**, in the format included in Section 9 (Contract Forms), or a cashier’s or certified check.** |
| **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 five (5) percent of the Contract to cover the Supplier’s warranty obligations in accordance with GCC Clause 28.3.**  Upon the expiration of the warranty period, and after all identified defects have been satisfactorily addressed or replaced with new goods, the performance security will be released. This process ensures that all obligations related to the warranty are fulfilled, providing assurance that the products meet the required standards. Once confirmed, the security will be returned as stipulated in the original agreement. |
| **GCC 23.2** | The packing, marking, and documentation within and outside the packages shall be: **as described in SCC 12.1**  Outside each case/box:  Clearly stencilled in indelible waterproof ink  **Tradenet Maldives Corporation Limited**  G.Niusha, 5th Floor  Lily Magu,  Male’ 20010  Republic of Maldives  Contract / IFB No.: |
| **GCC 24.1** | The insurance coverage shall be in accordance with**: DDP (Ministry of Finance & Planning, Male)** |
| **GCC 25.1** | Obligations for transportation of the Goods shall be in accordance with: **INCOTERMS 2020** |
| **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:  Goods: **As specified in Section 6 (Schedule of Supply)**  Type of Test: **As specified in Section 6 (Schedule of Supply)**  Time or Milestone: **inspection will be after delivery and installation**  Place: **Tradenet Maldives Corporation Limited**  Address:  **Tradenet Maldives Corporation Limited**  G.Niusha, 5th Floor  Lily Magu,  Male’ 20010  Country: **Republic of Maldives** |
| **GCC 27.1** | The applicable rate for liquidated damages for delay shall be calculated as follows;  (CP\*0.0025\*LD) where CP=Total Contract Price & LD=Late Duration |
| **GCC 27.1** | The maximum amount of liquidated damages shall be **15%** (fifteen per cent) **of the total contract price.** |
| **GCC 28.3** | The period of validity of the Warranty shall be **from the Date of Acceptance of the Entire Systems as specified in Section 6 (Schedule of Supply).**  The place of final destination shall be:  **TradeNet Maldives Corporation Ltd.**  **G.Niusha,**  **5th Flr, Lily Magu,**  **Male’, Maldives** |
| **GCC 28.5** | The Supplier shall correct any defects covered by the Warranty within **the warranty time period as detailed in Support Requirements of the Section 6 of the** Bidding Documents of being notified by the Purchaser of the occurrence of such defect |
| **GCC 30.1 (b)** | The amount of aggregate liability shall be: **One hundred (100%) per cent of the contract price** |