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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 Tourism and Environment |
| **GCC 1.1 (q)** | The Site is: Various Islands, Maldives (To be confirmed) |
| **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. Ahmed Ali | |  | Director General | |  |  | | Address: | 5th Floor, Velaanaage, Ameeru Ahmed Magu | | City: | Male’ | | ZIP Code: | 20096 | | Country: | Maldives | | Telephone: | (960) 3018300, (960) 3018463  E-mail: [ahmed.ali@environment.gov.mv](mailto:ahmed.ali@environment.gov.mv)  Copy to: [poised@environment.gov.mv](mailto:poised@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:  Any dispute, controversy arising out of or in relation to a contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Maldives International Arbitration Centre (“MIAC”) in accordance with MIAC’s Rules of Arbitration in force at the time;  The seat of Arbitration shall be Male’ (Republic of Maldives).  The arbitration shall be conducted in English Language. |
| **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 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) 2 copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;  (b) original and 2 copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and 2 copies of nonnegotiable bill of lading;  (c) 2 copies of the packing list identifying contents of each package;  (d) insurance certificate;  (e) Manufacturer’s or Supplier’s warranty certificate;  (f) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and  (g) 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.  For Goods from within the Purchaser’s country as per Incoterm EXW:  Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and  send the following documents to the Purchaser:  (a) copies of the Supplier’s invoice showing the description of the Goods, quantity, unit  price, and total amount;  (b) delivery note, railway receipt, or truck receipt;  (c) Manufacturer’s or Supplier’s warranty certificate;  (d) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and  (e) certificate of origin.  The Purchaser shall receive the above documents before the arrival of the Goods 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 for Goods supplied from within the Purchaser’s country:**  Payment shall be made in Maldivian Rufiyaa (MVR) 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 an acceptable 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 for Goods supplied from abroad:**  Payment shall be made in Maldivian Rufiyaa (MVR) 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 an acceptable 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 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: Maldivian Rufiyaa (MVR) |
| **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 the currency of the contract price |
| **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 Tourism and Environment  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 DDP, all the way to the final destination (including unloading at destination). |
| **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: Various Islands, Maldives (To be confirmed)  Address: To be confirmed  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: Various Islands, Maldives (To be confirmed) |
| **GCC 28.5** | The Supplier shall correct any defects covered by the Warranty within thirty (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: 110% |