

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 Health, Republic of Maldives
GCC 1.1 (q)	The Site is: Ministry of Health, Roshanee Magu, Male, Maldives
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: Grant 0848-MLD: Responsive COVID-19 Vaccination for Recovery Project (APVAX) Attention: Mr. Ali Ahmed Manik Street address: Ministry of Health, H.Roshani Building, Sosunmagu, Floor/Room number: Ground Floor City: Male' ZIP code: 20184 Country: Republic of Maldives Telephone: +960 3328887 E-mail: apvax@health.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: <u>For a contract with a Foreign Supplier:</u> In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators selected in accordance with said Rules. Place of arbitration: Singapore <u>For a contract with a Local Supplier:</u> In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in the Purchaser's country. Place of arbitration: Maldives

GCC 11.1	The Scope of Supply shall be defined in: Section 6 (Schedule of Supply)
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be: For Goods supplied from abroad as per Incoterms DAP:</p> <p>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:</p> <ul style="list-style-type: none"> (a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) original and copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and copies of nonnegotiable bill of lading; (c) 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. <p>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.</p> <p>For Goods from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
GCC 15.2	The price adjustment shall be: Not Applicable

GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>“For Goods and Related Services supplied from outside the Purchaser’s country:</p> <p>(a) Advance Payment: 10% of the Contract Price within 28 days of 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).</p> <p>(b) On Shipment: The Purchaser shall pay the Supplier 50% of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1.</p> <p>(c) On Acceptance: 40% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p> <p>For Goods and Related Services supplied from within the Purchaser’s country:</p> <p>(a) Advance Payment: 10% of the Contract Price within 28 days of 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).</p> <p>(b) On Delivery: The Purchaser shall pay the Supplier 50% of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1.</p> <p>(c) On Acceptance: 40% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.”]</p>
GCC 16.4	The currencies for payments shall be the currency/ies in which the bid price of the successful bidder is expressed.
GCC 18.1	<p>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.</p> <p><u>The currency of the Performance Security shall be the currency of the bid of the successful bidder.</u></p>
GCC 18.3	The form of acceptable Performance Security is a bank guarantee issued by a reputable bank located in the Purchaser’s country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or a cashier’s or certified check, or cash.
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% of the Contract to cover the Supplier’s warranty obligations in accordance with GCC Clause 28.3.

GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p><i>The vehicle shall be transported in a shipping container as per industry practice and standards, and shall be marked in the packing as follows;</i></p> <p>Supply and Delivery of a Land Vehicle for Transportation of Vaccines (01 Nos Van)</p> <p>Responsive COVID-19 Vaccination for Recovery Project (APVAX) Attention: Mr. Ali Ahmed Manik Street address: Ministry of Health, H.Roshani Building, Sosunmagu, Floor/Room number: Ground Floor City: Male' ZIP code: 20184 Country: Republic of Maldives Telephone: +960 3328887 E-mail: apvax@health.gov.mv</p>
GCC 24.1	<p>The insurance coverage shall be in accordance with: Pursuant to GCC Sub Clause 24.1, the supplier must insure the goods in an amount equal to 110% of the EXW price of the goods from “Warehouse” to “Warehouse” on “All Risks” basis including war risks and strikes.</p>
GCC 25.1	<p>Obligations for transportation of the Goods shall be in accordance with: Incoterms 2020, DAP</p>
GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places: Not Applicable</p>
GCC 27.1	<p>The applicable rate for liquidated damages for delay shall be: 0.5 % of the Contract Price per week or part thereof</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10% of the Contract Price.</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: <u>1 year from the date of delivery</u></p> <p>The place of final destination shall be: Male, Maldives</p>
GCC 28.5	<p>The Supplier shall correct any defects covered by the Warranty within 7 days of being notified by the Purchaser of the occurrence of such defects.</p>
GCC 30.1 (b)	<p>The amount of aggregate liability shall be: 100% of the Contract Price.</p>
GCC 37	<p>All references to “Contractor” is replaced with “Supplier.”</p>