



ROAD DEVELOPMENT
— CORPORATION LIMITED —

INFORMATION TO SUPPLIERS (ITS)

for

Supply and Delivery of Dump Truck and Excavator for ADh. Maamigili Road Development Project 2nd Announcement

IULAAN NUMBER: (IUL)RDC/RDC/2021/70

Issued on: April 08, 2021

Issued by:

Road Development Corporation Limited
MSL Building, 1st Floor
Orchid Magu, Male' 20183, Rep. of Maldives,

Section I. Instructions to Suppliers

A: General	
1. Scope of Bid	<p>1.1 Road Development Corporation Ltd, invites eligible parties to submit Proposal for the supply of Goods and Related Services incidental thereto as specified in Section III, Schedule of Requirements.</p> <p>1.2 The name and identification number of this Request for Proposal (RFP) are specified in the Data Sheet.</p>
2. Fraud and Corruption	<p>2.1 It is the Company’s policy to observe the highest standard of ethics during the procurement and execution of such contracts</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; <p>(b) will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.</p>
B: Contents of Documents	

<p>3. Contents of Documents</p>	<p>3.1 The documents consist of the Sections indicated below and should be read in conjunction with any modifications issued in accordance with Data Sheet.</p> <ul style="list-style-type: none"> ● Section I. Instructions to Suppliers (ITS) ● Section II. Data Sheet ● Section III. Technical Specifications & Compliance with Specifications ● Section IV. Quotation submission Form(s) ● Section V. Contract Form(s) <p>3.2 The Supplier is expected to examine all instructions, forms, terms, and specifications in this Invitation. Failure to furnish all information or documentation required by this Invitation may result in the rejection of the Quotation.</p> <p>3.3 A prospective Supplier requiring any clarification of this Invitation Documents shall contact the Purchaser in writing at the Purchaser’s address specified in the Data Sheet. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than three (03) days prior to the deadline for submission of Quotation. The Purchaser shall forward copies of its response to all those who have received the Invitation, including a description of the inquiry but without identifying its source.</p>
<p>C: Preparation of Quotation</p>	
<p>4. Documents Comprising your Proposal</p>	<p>4.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Quotation Submission Form (section IV) (b) Technical Specifications & Compliance with Specifications (section III)
<p>5. Quotation Submission Form and Price Schedules</p>	<p>5.1 The Supplier shall submit the Quotation Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>5.2 Alternative offers shall not be considered. The Suppliers are advised not to quote different options for the same item but furnish the most competitive among the options available to the Supplier.</p>

<p>6. Prices and Discounts</p>	<p>6.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>6.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.</p> <p>6.3 Prices quoted by the Supplier shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
<p>7. Currency</p>	<p>7.1 The supplier shall quote only in Maldivian Rufiyaa.</p>
<p>8. Documents to Establish the Conformity of the Goods</p>	<p>8.1 The Supplier shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in <i>Section III, "Technical Specifications & Compliance with Specifications"</i>.</p> <p>8.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>8.3 If stated in the Data Sheet the Supplier shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Maldives.</p>
<p>9. Period of Validity of quotation</p>	<p>9.1 Quotations shall remain valid for the period of thirty (60) days after the quotation submission deadline date.</p>
<p>10. Format and Signing of Quotation</p>	<p>10.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Supplier.</p>
<p>D: Submission and Opening of Quotation</p>	

<p>11. Submission of Proposal</p>	<p>11.1 Supplier may submit their Proposals in sealed envelopes addressed to the Purchaser bearing the specific identification of the RFP number.</p> <p>11.2 If the quotation is not submitted in a sealed and marked envelope as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.</p>
<p>12. Deadline for Submission of Proposal</p>	<p>12.1 Quotations must be received by the Purchaser at the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.</p>
<p>13. Late Quotation</p>	<p>13.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITS Clause 12.1 above.</p>
<p>14. Opening of Quotations</p>	<p>14.1 The Purchaser shall conduct a public reading of the quotations at the address, date and time specified in the Data Sheet.</p>
<p>E: Evaluation and Comparison of Quotation</p>	
<p>15. Clarifications</p>	<p>15.1 To assist in the examination, evaluation and comparison of the proposals, the Purchaser may, at its discretion, ask any Supplier for a clarification of its quotation. Any clarification submitted by a Supplier in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>15.2 The Purchaser's request for clarification and the response shall be in writing.</p>
<p>16. Responsiveness of Quotations</p>	<p>16.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>16.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
<p>17. Evaluation of quotation</p>	<p>17.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>17.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors;

	<p>(a) Price adjustment due to discounts offered.</p> <p>17.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods.</p>
18. Purchaser's Right to Accept any Quotation, and to Reject any or all Proposals	18.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to Suppliers.
F: Award of Contract	
19. Acceptance of the Proposal	19.1 The Purchaser will accept the Proposal of the vendor whose offer has been determined to be the most advantageous proposal and is substantially responsive to the documents issued.
20. Notification of acceptance	20.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.

Section II: Data Sheet

ITS Clause Reference	
21	<p>The name and identification number of this Invitation for Quotation is:</p> <p style="text-align: center;">Supply and Delivery of Dump Truck and Excavator for ADh. Maamigili Road Development Project</p> <p style="text-align: center;">Iulaan No: (IUL)RDC/RDC/2021/70</p>
22	<p>Period of Completion/Supply & Delivery:</p> <p>A Delivery Period is to be proposed in the Section IV: Quotation Submission Form.</p> <p>Maximum Delivery period allowed for second-hand vehicles: 10 Calendar Days.</p> <ul style="list-style-type: none"> • <i>We are looking for a vehicle already available in Maldives.</i> <p>Maximum Delivery period allowed for New Vehicles is: 60 Calendar Days</p>
23	<p>Penalty for delays:</p> <p>RDC reserves the right to cancel the Proposal, if the delivery time is delayed by more than 30 working days from the agreed delivery date.</p>
24	<p>Proposal language:</p> <p>English</p>
25	<p>Period of Proposal validity:</p> <p>60 Calendar days from the date of submission</p>
26	<p>Amount of Bid Security:</p> <p>Bid Security is not required for this project.</p>
27	<p>Standard form and amount of PERFORMANCE SECURITY acceptable to the Employer:</p> <p>Performance Security is Not required for this project.</p>
28	<p>Deadline for Clarification of Bid Documents:</p> <p>The bidders can send written queries via email to tender@rdc.com.mv before 12:00hrs, 14th April 2021 (Wednesday)</p> <p><i>Clarification of the inquiries will be provided to all parties who raised the inquiries and any party who requests for the clarifications via email.</i></p>
29	<p>Contract Type and Payment Terms:</p> <p>Minimum 30 Days Credit – 3 equal payments after delivery acceptance and change of ownership.</p>
30	<p>Bid Evaluation and Awarding Method:</p> <p>Evaluation will be done separately for new vehicles and second-hand Vehicles.</p> <p>Supplier may submit proposal for 1 or both vehicles, which can either be new or second-hand or both.</p>

31	<p>Eligibility:</p> <p>1. The proposer should be either the owner of the vehicle or shall have written letter/document signed by the owner proving that the proposer is given the right to sell.</p> <p>The above must be supported by submission of the following documentation. Failure to do so WILL render the Bidder ineligible and lead to disqualification of the bid.</p> <ul style="list-style-type: none">● Copy of Company Registration Certificate. <i>(where applicable)</i>● Vehicle specification sheet of the proposed vehicle● Vehicle registry <i>(if registered)</i> / BL copy <i>(if not registered)</i> for used items.● If Sole Proprietor; copy of ID card.● GST Registration certificates <i>(where applicable)</i>● If the proposer is not the owner of the item, authorization letter of the owner to sell the item. <p><u><i>Late submission of any of the above-mentioned documents will not be entertained.</i></u></p>
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Bid Evaluation Criteria for used items.

Criteria	Percentage
Price	30
Mileage	30
Physical Inspection	40
Total	100%

Bid Evaluation Criteria for New items

Criteria	Percentage
Price	70
Experience	30
Total	100%

Price

- A Price must be quoted by the bidder for the vehicle. Failure to do so WILL lead to disqualification of the bid at the evaluation stage.
- In calculating the score under this criterion, the party quoting the lowest Price will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.
- In the event where RDC feels that the bid prices are higher or lower than 20% of our estimate/budget, it reserves the right to cancel the Bid/s
- The formula thus used for the computation of the score is as follows:

$$\text{Price Score} = \frac{\text{Lowest proposed total price from among the bids received}}{\text{Particular Bidder's proposed total price}} \times (\% \text{ in Bid Data})$$

Mileage

- A Mileage value must be mentioned by the bidder for the vehicle. Failure to do so WILL lead to disqualification of the bid at the evaluation stage.
- In calculating the score under this criterion, the party quoting the lowest Mileage will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.
- The formula used for this is the same as for calculating score for Price, whereas instead of the price value we will be using the values for Mileage provided by bidders.

Experience

Points under this criterion will only be awarded to bidders whose past experiences are similar in nature to the purpose of this particular bid and are backed by supporting documents. (supporting documents shall consist of letters, certificates etc. (with the required signatures and stamps) from previous clients)

- 6 marks will be awarded for each reference document. Employer will only review maximum of 5 references. Therefore, total marks allocated for experience would 30 marks.
- Bidder should not submit more than 2 reference from the same employer.
- documents considered for evaluation will be those from past 5 years, (April 2016 to April 2021)
Offers will be accepted without Experience Documents. However, no mark will be allocated in absence of Experience Letters.

Dump Truck

Physical Inspections		Marks
Underhood	Oil levels	10
	Hoses	
	Fuel line	
	Batteries	
	Belts	
	Drive line, universal joints	
	Suspension system	
	Hydraulic jacks	
Engine	Engine leaks	10
	Starting motor and fuel pump	
	Radiator	
	Water Pump	
	Alternator	
	Overall engine condition	
Interior	Seat conditions	3
	Interior compartments	
	Steering wheel, gear lever and other driving components	
	Switches and locks	
Exterior	Windshield, rear glass, side windows	3
	Front cabin condition (paint, dents, rust)	
	Steel frame condition (side door and deck - paint, dents, rust, joints, safety locks)	
	Tyres	
	Rear view mirrors	
	Other physical damage	
Electronic	Dashboard meters	4
	Lights	
	Horns	
	Reverse horn	
	Air condition system	
	Wiper blades	
Operation	Clutch	10
	Brakes	
	Smooth drive	
	Exhaust system	
	Tipper system	

EXCAVATOR		
Physical Inspections		Marks
Undercarriage	Track Condition	6
	Rollers	
	Pins/Bushings	
Hydraulic	Lines & Hoses	10
	Cylinders & Valves	
	Oil Cooler	
	Hydraulic Oil & Filters	
Engine	Engine leaks	10
	Starting motor and fuel pump	
	Engine oil filters	
	Belt condition and tension	
	Exhaust smoke	
	Radiator core	
	Water pump	
	Overall engine condition	
Operator Cab & Exterior	Seat condition	4
	Cab mounts	
	Overall canopy condition	
	Steel frame condition	
	Other physical damage	
Electrical	Dashboard meters	4
	Lights	
	Horns	
	Reverse horn	
	Battery	
	Alternator	
Miscellaneous	Bucket Teeth	6
	Dipper, Boom and Bucket Pins & Bushings	
	Swing Lock	
	Swing Gear	
	Fuel tank	
33	Purchaser's address is: Road Development Corporation Limited MSL Building, 1st Floor Orchid Magu, Republic of Maldives Tel: +960 3339060 Email: tender@rdc.com.mv	

34	<p>Manufacture's Authorization: Manufacture's Authorization is Not required</p>
35	<p>Deadline for submission of proposal is:</p> <p style="text-align: center;">Date: 19th April 2021, Monday Time: 10:00hrs</p>
36	<p>The Proposal shall be opened at the following address:</p> <p style="text-align: center;"><i>Road Development Corporation Limited MSL Building, 1st Floor Orchid Magu, Republic of Maldives Tel: +960 3339060 Email: tender@rdc.com.mv</i></p> <p>Date and time of opening:</p> <p style="text-align: center;">Date: 19th April 2021, Monday Time: 10:00hrs</p>

Section III: Technical Specification & Compliance

ITEM #	Resource Name	Qty	Condition
1	Dump Truck 3 to 5 Tonne	1	Second-hand / New
2	Excavator 30 - 35	1	Second-hand / New

Dump Truck (3 to 5 Tonne)- SECOND HAND



Specification- Second-hand	
General	A second-hand 3 to 5 tonne dump truck of a reputed make
	Year of manufacture must not be older than seven years
Engine	Diesel engine of a reputed make
	Direct injection system and turbocharged
Payload	Should be between 3000kg to 5000kg
Steering	Automatic or manual transmission
	Power steering system
Chassis	Auto release tailgate
	All steel body
Other Mechanical Specification	Right hand drive
	Dual rear tyres
	Air-conditioned cabin
Preferred Brands	Should be a reputable brand commonly used in the Maldives

Dump Truck (3 to 5 Tonne)- NEW

Specification- New	
General	A brand-new commercial tipper truck of reputed make
	Year of manufacture must not be older than five years
Engine	The diesel engine has to have direct injection system, turbocharged and water-cooled
	Rated power of minimum 100kW
Payload	Should be between 3000kg to 5000kg
Steering	Manual Transmission minimum 5 speed
	Power steering system
	Diaphragm spring clutch
Chassis	Auto release two-way tailgate.
	Auto release body lockdown hook.
Dimensions	Overall length max: 6025mm.
	Overall Width max: 2100mm.
Other Mechanical Specification	Right hand drive
	Dual rear tyres
	Air-conditioned cabin
	Reverse warning buzzer
	Water separator in fuel line
	Laminated windshield glass
Documentation	Additional advantage if Parts Catalogue in English is supplied
	Additional advantage if Maintenance Manual in English is supplied
	Additional advantage if Operators Manual in English is supplied
Other Requirements	Should be a reputable brand commonly used in the Maldives

Excavator 30-35 (Second-hand)



Specification – Second- hand	
General	A second-hand mini excavator of a reputed make
	Year of manufacture must not be older than five years
Engine	Diesel engine of a reputed make
Operating Weight	Should be between 3 to 4 Tonne
Operation	Hydraulically operated swing motor with 360 full circle rotation
Other Mechanical Specification	Open drivers canopy
Preferred Brands	Should be a reputable brand commonly used in the Maldives

Excavator 30-35 (New)

Specification- New	
General	Hydraulically controlled mini excavator operating weight with canopy, Dozer blade, should be between 3 to 4 Tonnes.
	Year of manufacture must not be older than five years
Engine	The engine should be water cooled 4 cycle 3-cylinder diesel powered or equivalent
	The engine net power has to be minimum 20 HP
Operation	Hydraulically operated swing motor with 360 ^o full circle rotation
	Maximum reach shall be not less than 4500mm
	Maximum digging depth shall be not less than 2400mm
	Maximum dumping height shall be not less than 2750mm
	Bucket Digging force shall be not less than 21kN
	Arm Digging force shall be not less than 13kN
Undercarriage	Welded, unitized Dozer Blade has to be provided.
	Shoe size minimum 300mm
Cab	Minimum travelling speed should not be less than 4km/h
	Open driver's ROPS & TOPS certified canopy
Documentation	Additional advantage if Parts Catalogue in English is supplied
	Additional advantage if Maintenance Manual in English is supplied
	Additional advantage if Operators Manual in English is supplied
Other Requirements	Should be a reputable brand commonly used in the Maldives

NOTE: Specification sheet of the proposed item must be submitted. If the supplier fails to submit the specification sheet Proposals will not be accepted

Section IV: Quotation Submission Form

IMPORTANT: *This sheet should serve as a front page of the Proposal. If any Bidder fails to submit the prices in this sheet, bids will be rejected at the Bid Opening stage.*

Bid Title: Supply and Delivery of Dump Truck and Excavator for ADh. Maamigili Road Development Project

#	Description	QTY	Condition (Tick the appropriate box)	Unit Price (MVR)	Total Price (MVR) (Unit Price x QTY)
ITEM 01	Dump Truck 3 to 5 Tonne (SECOND-HAND/ NEW)	1	New (✓) <input type="checkbox"/>		
			Second-hand (✓) <input type="checkbox"/>		
ITEM 02	Excavator 30 – 35 (SECOND-HAND/ NEW)	1	New (✓) <input type="checkbox"/>		
			Second-hand (✓) <input type="checkbox"/>		
TOTAL MVR:					
Total in Words: ()					

Maximum Delivery period allowed for used items are: 10 Calendar days.

Maximum Delivery period allowed for New Items are: 60 Calendar Days.

(if the proposed delivery period exceeds the maximum delivery period allowed under this bid will render in disqualification)

ITEM	Proposed Delivery period for Second-Hand Item	Proposed Delivery period for New Item
ITEM 01	--- Days	--- Days
ITEM 02	--- Days	--- Days

Check list for documents submitted (please tick the appropriate box)

		Yes (✓)	No (x)
1	Bid Form completed & signed		
2	Copy of Business Registration Certificate <i>(where applicable)</i>		
3	Copy of GST Registration Certificate <i>(where applicable)</i>		
4	Vehicle specification sheet of the proposed vehicle		
5	Vehicle registry <i>(if registered)</i> / BL copy <i>(if not registered)</i> for used items		
6	Authorization letter of the owner <i>(if proposer is not the owner)</i>		
7	If Sole Proprietor; copy of ID card		
8	Vendor Registration Form <i>(for parties who have not registered as vendors with RDC)</i>		

Section V: Contract Form

Contract Agreement

THIS CONTRACT AGREEMENT is made the day of, 2021.

BETWEEN,

(1) The **Road Development Corporation Limited** of the Republic of Maldives, and having its principal place of business at MSL Building, 1st Floor, Orchid Magu, Male' 20183, Rep. of Maldives (hereinafter called "the Purchaser"), and

(2) and having its principal place of business at (hereinafter called "the Supplier").

WHEREAS,

The Purchaser invited quotations for certain Goods and ancillary services, viz., *Supply and Delivery of Dump Truck and Excavator for ADh. Maamigili Road Development Project* and has accepted a Quotation by the Supplier for the supply of certain Goods and Services in the sum of (.....) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) Technical Requirements
 - (d) The Supplier's Quotations
 - (e) The Purchaser's Notification of Award
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws and regulations of the Republic of the Maldives on the day, month and year indicated above.

For and on behalf of the Purchaser

PURCHASER

SUPPLIER

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Road Development Corporation Limited
Republic of Maldives

IN WITNESS OF

IN WITNESS OF

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Road Development Corporation Limited
Republic of Maldives

Conditions of Contract

Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (c) "Day" means calendar day.
 - (d) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (e) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (f) "Purchaser" means the entity purchasing the Goods and Related Services.
 - (g) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

Terms of Payment

- 1.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and upon fulfillment of all other obligations stipulated in the Contract.
- 1.2 Payments shall be made promptly by the Purchaser, but in no case later than **forty-five (45) days** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

Fraud and Corruption

- 2.0 It is the Company's policy to observe the highest standard of ethics during the procurement and execution of such contracts

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

Specifications and Standards

- 2.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.
- 2.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 2.3 The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned above.
- 2.4 The Supplier warrants that all the Goods are new, unused, and/or of the most recent or current models, free from defects and that they incorporate all recent improvements in design and materials.

Liquidated Damages

- 3.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the **Related Services** within the period specified in the Contract, the Purchaser may without prejudice to

all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, **a sum equivalent to 0.01 % per each day of the delivered price of the delayed Goods** or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of **ten (10) percent** of contract price specified. Once the maximum is reached, the Purchaser may terminate the Contract.