



ROAD DEVELOPMENT
— CORPORATION LIMITED —

INFORMATION TO SUPPLIERS (ITS)

for

Supply and Delivery of Second-Hand Excavator and Dump Truck for R. Hulhudhuffaaruu Major Road

IULAAN NUMBER: (IUL)RDC/RDC/2021/91

Issued on: 29th May 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 | |
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| 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 | |

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| <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> |

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| <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 sixty (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> | |

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| <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; |

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| | <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 Second-Hand Excavator and Dump Truck for R. Hulhudhuffaaruu Major Road Iulaan No: (IUL)RDC/RDC/2021/91</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 is: 20 Calendar Days.</p> <ul style="list-style-type: none"> • <i>We are looking for a vehicle already available in Maldives.</i> |
| 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, 09th June 2021 (Wednesday)</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 each item.</p> <p>Supplier may submit proposal for 1 or both items.</p> |
| 31 | <p><u>Eligibility:</u></p> |

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| | <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>● 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

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

Price (30%)

- 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 (30%)

- 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

Physical Inspections (40%)

ITEM 01: EXCAVATOR

| PHYSICAL INSPECTION | | MARKS |
|-------------------------------------|---|-------|
| Undercarriage | Track Condition | 06 |
| | Rollers | |
| | Pins/Bushings | |
| Hydraulic | Lines & Hoses | 10 |
| | Cylinders & Valves | |
| | Oil Cooler | |
| | Hydraulic Oil & Filters | |
| Engine | Engine Leaks | 10 |
| | Starting moto and Fuel Pump | |
| | Engine Oil Filters | |
| | Belt Condition and Tension | |
| | Exhaust smoke | |
| | Radiator Core | |
| | Water Pump | |
| | Overall Engine Condition | |
| 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 | |
| Exterior & Operators Cab | Steel frame condition | 4 |
| | Other physical damage | |
| | Seat condition | |
| | Cab mounts | |
| | Overall canopy condition | |

| Physical Inspections (40%) | | | |
|-----------------------------------|---|---|----|
| ITEM 02: DUMP TRUCK | | | |
| PHYSICAL INSPECTION | | | |
| | 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 | |
| | | 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 | | | |
| 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 | Place of Destination: DDP, RDC Work site, Male', Republic of Maldives | | |
| 35 | Manufacture's Authorization: | | |

| | |
|-----------|--|
| | Manufacture's Authorization is Not required |
| 36 | <p>Deadline for Bid submission Registration</p> <p>Registration for Bid Submission will be opened till 14:00hrs, 06th June 2021 (Sunday), via email to tender@rdc.com.mv</p> <p><i>Bidders who do not register for Bid submission will not be allowed to submit bids.</i></p> |
| 37 | <p>Deadline for submission of proposal is:</p> <p>Date: 16th June 2021, Wednesday Time: 11:00hrs</p> |
| 38 | <p>The Proposal shall be opened at the following address:</p> <p><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>Date: 16th June 2021, Wednesday Time: 11:00hrs</p> |

Section III: Technical Specification & Compliance

| ITEM # | Resource Name | Qty | Condition |
|--------|--------------------|-----|-------------|
| 1 | Excavator 30- 35 | 1 | Second-hand |
| 2 | Dump Truck 2 Tonne | 1 | Second-hand |



ITEM 01: Excavator 30 - 35

| Technical Specification | |
|---------------------------------------|--|
| 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 |

ITEM 02: Dump Truck (2 Tonne)



| Specification | |
|---------------------------------------|--|
| General | A second-hand 2 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 2000kg |
| 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 | Toyota, Nissan, Isuzu, Mistibushi, Mazda and established brands used in 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.

- The winning party is responsible for the changing of ownership.
- The winning party shall repair any damages/faults found during the inspection of the vehicle

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 Second-Hand Excavator & Dump Truck for R. Hulhudhuffaaruu Major Road.

| # | Description | QTY | Unit Price (MVR) | Total Price (MVR) (Unit Price x QTY) |
|---------------------|------------------------------------|-----|------------------|---|
| ITEM 01 | Excavator 30 - 35 | 1 | | |
| ITEM 02 | Dump Truck (2 Tonne) (SECOND-HAND) | 1 | | |
| TOTAL MVR: | | | | |
| Total in Words: () | | | | |

| ITEM | Delivery | Calendar Days |
|----------------------|---------------------------------|---------------|
| Excavator (30- 35) | Proposed Delivery Period | --- Days |
| Dump Truck (2 Tonne) | Proposed Delivery Period | --- Days |

Maximum Delivery period allowed for the items are: 20 Calendar days.

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

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 | | |

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|---|--|--|--|
| 5 | Vehicle registry (<i>if registered</i>) / BL copy (<i>if not registered</i>) | | |
| 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 (for parties who have not registered as vendors with RDC) | | |

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 Second-Hand Excavator and Dump Truck for R. Hulhudhuffaar Major Road* 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.