

# SUPPLIER HANDBOOK

Published by DP World Procurement, Contracts and Material Management Department

## DISCLAIMER

This guide is offered for guidance purposes only and does not replace the DP World Procurement, Contracts and Material Management Policies and Procedures or the specific specifications, terms or conditions in the tender or purchase agreement documents. When encountering a conflict between this guide and the approved policies and procedures, the approved policies and procedures shall prevail. For detailed item and/or equipment specifications the tender or purchase agreement documents 'Technical Specifications Form', shall prevail.

This guide is kept up to date through routine revisions. DP World reserves the right to make modifications to this handbook by publication of a revised edition without prior notice. Such modifications will be effective on the date of issuance.

## FOREWORD

Abdulla Bin Damithan  
CEO & Managing Director, DP World GCC



DP World aims to partner with the region's best suppliers, to keep up to our commitment to nurture trade and facilitate regional growth.

Jebel Ali Port is the gateway for more than 80% of the UAE's international trade. Together with other DP World terminals in the UAE, Jebel Ali plays a substantial role as the region's hub for containers, general cargo, cruise ships, and contribute significantly to the economic growth and diversification of the country's resources.

At DP World, we continuously work with our partners to achieve shared goals and, as a responsible organisation, we also collaborate on community initiatives. We look to the future with confidence and excitement, and constantly strive to exceed your expectations.

Essa Tawakul  
Message from the Senior Vice President – Procurement, Contracts & Material Management



Procurement is an indispensable function of corporate activities and therefore we at the Procurement, Contracts and Material Management department aim to improve effectiveness of procurement operations to cater to internal and external stakeholders.

DP World has been operating for the past four decades to be the regions trade hub and preferred port of choice for our customers. Our objective is to continuously offer superior services with support from our partnerships with our reliable suppliers.

The strong ties with our strategic suppliers, who willingly choose to work with us, remain robust as they are built on trust. DP World acknowledges the contribution of you and your teams in helping us meet our business objectives.

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## 1. Introduction

### About DP World

We are the leading provider of worldwide smart end-to-end supply chain logistics, enabling the flow of trade across the globe. Our comprehensive range of products and services covers every link of the integrated supply chain – from maritime and inland terminals to marine services and industrial parks as well as technology-driven customer solutions.

We deliver these services through an interconnected global network of 190 business units in 68 countries across six continents, with a significant presence both in high-growth and mature markets. Wherever we operate, we integrate sustainability and responsible corporate citizenship into our activities, striving for a positive contribution to the economies and communities where we live and work.

Our dedicated, diverse, and professional team of more than 58,500 employees from 147 nationalities are committed to delivering unrivalled value to our customers and partners. We do this by focusing on mutually beneficial relationships – with governments, shippers, traders, and other stakeholders along the global supply chain – relationships built on a foundation of mutual trust and enduring partnership.

We think ahead, anticipate change, and deploy industry-leading digital technology to further broaden our vision to disrupt world trade and create the smartest, most efficient, and innovative solutions, while ensuring a positive and sustainable impact on economies, societies, and our planet.

## 2. Objective

The objective of the DP World Procurement & Contracts Section is to procure high quality goods and services at most economical cost while complying with approved DP World policies and procedures and established UAE laws.

To achieve the objective, the Procurement & Contracts department identifies potential suppliers for specified goods and services, carefully evaluates / analyses suppliers' credentials (qualifications) and history to ensure that the products and services are procured as per the industry "7 Rs" standards:

Getting the Right product, in the Right quantity, in the Right condition, at the Right place, at the Right time, to the Right customer, at the Right price.

As a major purchaser, DP World has a tremendous amount of influence, not only in setting its own specifications and requirements, but also in influencing the standards of our suppliers.

DP World is committed to protecting the environment and doing business with ethically and socially responsible suppliers, and we continue to strive to integrate the principles and practices of sustainability into the procurement of all goods and services.

To manage the above procurement process, a strong supply base is maintained, and the following periodic reviews are carried out:

- Identify potential suppliers.
- Establish successful business relationships with current suppliers and contractors while ensuring they remain competitive.
- Recognise and appreciate the exemplary performance of suppliers and contractors.
- Improvement and development of non-competitive existing suppliers.

## 3. Source Selection Methods:

Competition is crucial for effective and efficient procurement. To maintain its position as a market leader, DP World ensures to buy products and/or services from reputable suppliers.

Following are the recommended source selection methods adopted by DP World (DPW):

- RFX (request for quote, request for proposal, request for information): Selected number of registered and pre-qualified suppliers are directly invited through DP World Oracle Fusion Supply Chain Management (SCM) Portal to submit bids for solicitation of products and/or services.
- Direct Purchase from Sole Source: Exceptional method used when there is only one known source to provide the products and/or services.

#### 4. Supplier Relationship Management

##### 4.1 Supplier Registration:

Suppliers will be contacted by the relevant DP World Authority for the registration process.

Suppliers must register online using DP World's Oracle Fusion Supply Chain Management (SCM) Portal, where they must complete a Registration Application and provide the relevant supporting documentation. When registering, suppliers should make sure to provide complete and accurate information. Registration to the DP World FZE e-sourcing portal is free of charge and strictly by invitation only. We emphasize that you should not engage with any unauthorized third parties claiming to offer registration services for a fee.

To deal with DP World, suppliers need to have a minimum of three years of business experience either in domestic or international market. This excludes exceptions such as but not limited to – agents appointed by principal suppliers, innovative solutions, domestic or international market, government approved and recommended suppliers.

It is the supplier's responsibility to keep DP World Procurement Department updated when changes occur regarding the trade name, company status, licenses, certifications, product, or services offered, address, contacts, banking information etc. and the same needs to be updated on the Oracle Fusion Supply Chain Management (SCM) Portal.

Registering with DP World does not guarantee that suppliers will be notified every time relevant RFX (Request for quotation/information/proposal) is issued.

DP World reserves the right to review and re-qualify the suppliers prior to taking part in a competitive RFX or as and when required.

##### 4.2 Supplier Visit:

Supplier visits are scheduled to prevent interferences with the daily work schedule. It is the policy of DP World that supplier representatives are NOT to visit the procurement staff, department heads, or any employees without a prior appointment. To schedule an appointment, supplier representatives must contact the Purchasing Section and obtain information on the appropriate staff/department to contact. The sales representative may then contact the concerned staff and book an appointment for a visit.

##### 4.3 Introducing New Products / Services:

Representatives of contractors, suppliers or manufacturers who wish to introduce any of their Products / Services to DP World must first present the product to the Purchasing Section. It is the policy of DP World that all products used in the port must meet international quality and safety standards. DP World prohibits the introduction of any non-genuine products that do not have the necessary quality certificate(s).

Suppliers are not allowed to leave samples of new or unapproved products at any department/section since DP World assumes no liability for any product sample(s) left by any representative without approval from the purchasing section.

If the supplier wishes to submit samples of the product(s) / service, same should be provided free of charge (FOC). In case any charges were incurred, consent from the relevant DP World authority must be obtained in writing prior to delivery.

##### 4.4 Products Update:

If the manufacturer changes the product/catalog code/numbers or packaging, or cancels the production of the ordered items, the following is required from the supplier:

- If the change pertains to only the catalog number, then the supplier should provide a statement from the manufacturer to the Purchasing Section so that DP World can confirm that the new product is identical.
- If the item(s) is/are discontinued by the manufacturer or due to a change in dealership, the supplier should provide the Purchasing Section with an official letter from the manufacturer stating the cancellation and effective date.

#### 5. Supplier Performance Evaluation:

DP World expects suppliers to deliver high quality product and services on a consistent basis.

The performance of the suppliers is regularly monitored and assessed, and the results are shared with the suppliers as needed.

The criteria used to evaluate suppliers include the following:

- Supplier responsiveness (timely, technical clarifications and courtesy).
- Prices (competitive, sustainable).
- Quality (reliability and durability)
- Delivery (on time, order accuracy, packaging conditions and product damage/defects)
- After sale service (product / service familiarisation and training, technical support and warranties)

To ensure that DP World is being quoted the correct market price, anonymous price checks are conducted on suppliers as and when required.

Suppliers with poor performance track records are subject to being restricted from participating in tenders / enquiries and even being removed from our database.

DP World also encourages and appreciates the suppliers associated with corporate social responsibilities and green procurement initiatives.

#### 6. Supplier Complaints:

If suppliers have a concern regarding a procurement activity, they should contact the department/section concerned and try to resolve the dispute as soon as possible.

The hierarchy at the Procurement, Contract and Material Management department for processing supplier complaints is as follows:

- Vice President ← Senior Manager ← Manager ← Assistant Manager ← Assistant Manager – VRM & Supply Chain Support ← Senior Procurement Executive ← Concerned Procurement Executive.

For all complaints, the supplier is solely responsible to prove that DP World failed to comply with source selection or procurement terms and conditions.

#### 7. Fraud, Anti-Bribery and Corruption:

DP World has a zero-tolerance policy towards any form of fraud, bribery and/or corruption.

The purpose of this policy is to set responsibilities in observing and upholding the Company's position on fraud, bribery, and corruption. This policy applies to all DP World stakeholders across our global business.

Examples of conduct which could be considered as fraud, bribery and corruption include (but not limited to):

- Offering favorable gifts (cash or in kind)
- Offering an official lavish corporate hospitality

The violation of this policy is a serious matter and may constitute grounds for summary dismissal or termination, potential fines and jail term of DP World individual and blacklisting of the companies involved if investigated and convicted.

#### 8. Request for Information (RFI)/ Request for Quote (RFQ) / Tender Requirements and Procedure

##### 8.1 Standard Terms and Conditions:

Each solicitation document has terms and conditions that must be complied with. If any of the terms or conditions vary from those specified in the Request for Information (RFI), Request for Quote (RFQ) / Tender Documents provided by DP World then the RFI, RFQ / Tender Documents terms and conditions shall prevail.

All bidding must comply with the instructions, terms, conditions and specifications contained within the tender documents. Each bid will be checked for compliance. Although solicitations may share similar conditions or specifications, they may vary in other areas. We always recommend that prospective bidders carefully study the RFI, RFQ / tender documents and that they contact the assigned purchasing staff member for clarifications, if needed.

Suppliers may be requested to supply information which will clarify their capability to satisfy the specifications, terms and conditions of tenders and purchase orders.

## 8.2 RFI, RFQ / Tender Invitation:

It is important to be aware that DP World will never collect any tender fees for participation unless explicitly mentioned in the Tender RFP document. Suppliers should exercise caution and refrain from paying any fees to participate in the tender process.

The RFQ / Tender invitation indicates the required information and the acceptable formats for any bid, proposal or quote to be considered. It is the sole responsibility of the Supplier / Bidder to examine and comply with all the instructions on the RFI, RFQ / Tender invite.

Tender documents may be different and carry different conditions/terms – so we highly recommend that suppliers read the tender document prior to submitting any bids and treat each tender as a unique tender. Tender Documents may include but are not limited to: Invitation to Tender (only issued to selected bidders), Instructions to Bidders, Standard Terms and Conditions, Quotation Form, Specifications Form, and Compliance Form.

### 8.2.1 Expenses Incurred:

Unless otherwise specified, all expenses incurred by bidders arising from the bidding process shall be carried out by the bidders themselves. DP World will not be responsible for any costs, expenses, losses, damages, or liability incurred by the bidder as a result of, or arising out of, the submission of the bid, or due to DP WORLD not accepting the bid.

### 8.2.2 Quoted Prices:

- All prices must be extended and totaled and must be in the official UAE currency (Dirham), USD (United States Dollars) or in EURO.
- Unit prices shown on the RFI, RFQ / Tender shall be the price per unit of sale (e.g. ea, doz., gal., etc.) as stated on the RFQ / tender.
- For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid evaluation and for the Purchase Order or Contract, if applicable.
- When there is no price indicated for an item, it is understood that the bidder does not wish to submit an offer for that item. Unless otherwise specified in the solicitation documents.
- Taxes, if applicable, to be quoted on separate columns / lines.
- DP World is exempt of customs duty. Hence all prices are to be quoted without customs duty.

### 8.2.3 Technical Specifications/Scope of Work:

The “Technical Specifications / Scope of Work” sheet describes the mandatory (e.g., exact specifications, warranties, etc.), technical and optional requirements for goods and services required by DP World. The mandatory requirements are the minimum acceptable by DP World. If an item manufacturer/brand name is indicated as “ONLY” on the “technical specifications form” then ONLY that manufacturer/brand name will be accepted. No other option will be accepted. It is very important that the compliance sheet is filled out to indicate that the goods/services that the supplier is bidding meet the mandatory specifications required by DP World.

### 8.2.4 Pre-Bid Site Visit/Meeting:

Sometimes it might be necessary to either have a site visit or hold a meeting with prospective bidders to clarify some solicitation issues. This may be called by either the bidders or DP World. The scope of the visit/meeting will be limited to clarifying the solicitation documents and answering technical questions. Discussion, clarification, and information provided during the visit/ meeting will be distributed to all persons/entities that received solicitation documents using the same means used in disseminating the original solicitation, if needed.

### 8.2.5 Questions regarding RFI, RFQ / Tender Documents:

Any questions regarding the clarification of, or request for, additional information must be forwarded in writing via DP WORLD’s Oracle Fusion Supply Chain Management (SCM) Portal to the authorised procurement staff member or to the stated contact person handling the RFI, RFQ / Tender before the submission of the quote / bid. The cutoff date for all clarification will be 3 – 5 working days prior to the tender closing date.

After the submission of an official bid against RFI, RFQ / Tenders, the bidder must not contact any person(s) within DP World on any matter relating to their bid. DP World Purchasing Authority will contact the suppliers / bidders in case any further clarification is required.

#### 8.2.6 Amendment to Tender Documents by DP World:

DP World may, if needed, modify the tender documents, or extend the tender deadline and not vice versa. The extension and/or amendments will be disseminated using the same means used in disseminating the original solicitation (e.g., if original solicitation was published through email and an extension is approved, the extension notice will be published via email).

#### 8.2.7 Formal Signing of All Documents:

All quotes/tender documents submitted by suppliers must be typed and signed by an authorised representative and stamped with a company stamp on every page. Failure to comply will result in rejection of the submitted bid. The bid shall contain no erasures or overwriting except to correct errors made by Suppliers. Suppliers must sign an initial and stamp next to each correction.

#### 8.2.8 Submission of RFI, RFQ / Tender Bids – Location and Deadline:

Submission of tenders should in accordance with the instructions mentioned on the invite.

All tender submissions (Technical & Commercial offers) should be via DP World's Oracle Fusion Supply Chain Management (SCM) Portal within the timelines stated on the tender invite.

#### 8.2.9 Opening of Bids:

All bids or proposals submitted become the property of DP World and will be opened, distributed, and evaluated by the members of the tender committee, according to internal DP World policies and procedures. By policy, all bids, quotations, tender documents, purchase order copies and related correspondence which indicate a price(s) for goods and/or services, are confidential.

#### 8.2.10 Evaluation of Quotes / Bids:

All quotes / bids which comply with the terms and conditions of the RFI, RFQ/Tender Documents and which are received in response to an official DP World solicitation will be evaluated for technical acceptability, prices, and delivery schedule according to the requirements.

#### 8.2.11 Notification of Successful Bidder:

The bidder whose quote or bid was found to be technically acceptable and to represent the best overall value for money will receive the contract or purchase order from DP World.

Contract (if applicable) and PO notifications will be sent to the winning bidders.

For any Tender bids that were unsuccessful, will receive a "Regret Notification".

#### 8.3 Bank Guarantees/Bonds:

In case, where the suppliers request for advance payments, such requests are subject to management approval and will be paid by DP World against a Bank Guarantee equivalent to the amount requested as advance payment. Bank Guarantee to be submitted by the supplier to secure advance payment and fulfilment of the supplier's obligations as specified in the order/contract.

All Guarantee Bonds must be underwritten by an eligible UAE bank. For reference purpose, please ensure to obtain the list of DP World's preferred banks from the concerned procurement authorities prior to processing guarantees/bonds.

Guarantees to be valid until 15 days after the project acceptance. Bank Guarantees will be released after 15 days from the completion of awarded services documented by an accepted and signed delivery note, approved completion certificate, or other documents certifying that the contractor/supplier has fulfilled his/her obligations to DP World.

In case projects are delayed, validity of the guarantees/bonds could be required to be extended upon mutual agreement between DP World and the Supplier.

#### 8.4 Confidentiality Agreement:

By submitting a quotation, bid or proposal, the supplier is declaring that they agree to accept and comply with this Confidentiality Agreement.



The Confidentiality Agreement is binding on the following clauses but not limited to:

- All documents issued to the supplier remain the property of DP World and are to be used solely for the purpose of bidding.
- Tender documents must not be copied or seen by any unauthorised person(s).
- Bid prices, or even an approximation, must not be disclosed by the bidder to any person(s) at any time.
- Bidder must not try to obtain any information about competitor's bids or proposed bids nor make any arrangements with any person(s) about whether or not they should bid.

## 9. DP World Standard Purchase and Contract Terms

### 9.1 Order Forms:

DP World (the "Buyer") will not be liable for orders unless they are issued on its Oracle Fusion Supply Chain Management (SCM) Portal duly approved on behalf of DP World and its Business Units and bearing an official order number issued by the Buyer.

### 9.2 Contracts:

The sale by the entity specified on the purchase contract (the "Seller") and purchase by the Buyer of the items specified on the purchase contract ("goods" / "services") is deemed to be upon and subject to conditions. No variations of or addition of these condition is effective without the Buyer's prior written agreement. These conditions prevail over and take the place of any other terms, conditions or provisions emanating from or referred to by the Seller.

### 9.3 Price:

Each of the prices of goods/services specified on the Purchase Contract, or otherwise agreed in writing by the Buyer pursuant hereto, shall unless stated otherwise in writing by the Buyer be a firm and fixed prices which includes:

- a) carriage and insurance; delivery to the location specified on the Purchase contract; royalties, licence fees, and all other sums payable in relation to the goods or their use and all other charges, taxes, duties, and impositions; and
- b) which is not subject to alteration for any reason whatsoever, the price is for delivery in accordance with the contract. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the contract any monies due from the Seller to the Buyer.

### 9.4 Acknowledgement of Order:

Acknowledgement of the Purchase Order Contract must be made by return email / via Oracle Fusion Supply Chain Management (SCM) Portal. If the delivery date is not stated in the Order Contract, it must be advised on the acknowledgement. Acceptance of the order contract entails acceptance of these conditions.

### 9.5 Order Amendments:

If it is found necessary to make any alteration to the original order this shall be done by written order amended. Should the agreed price increase or decrease because of the amendment the Seller shall notify that the Buyer of any change within 14 calendar days from receipt of the written amendment.

A revised purchase order with the required changes is issued on the Oracle Fusion Supply Chain Management (SCM) Portal duly approved on behalf of DP World and its Business Units and bearing an official order number issued by the Buyer.

### 9.6 Deliveries, Inspection and Packaging:

- 1) The Seller must deliver the goods to the place of delivery agreed by the Buyer. Delivery to any carrier (which shall act as agent of the Seller) shall not constitute delivery to the Buyer. The Buyer may reject, and
  - a) return to the Seller at the Seller's risk and expense or
  - b) require the Seller forthwith to collect, any goods delivered in excess of the contract quantity. The expense of delivery shall be borne by the Seller.

- 2) If a delivery time is specified in the Purchase Contract, such time shall be of the essence. The Seller must as soon as possible report to the Buyer by email any anticipated delay in delivery. The Seller must notify the Buyer forthwith of the dispatch of the goods to the delivery point, of the mode of carriage and of the expected time of delivery. The Buyer may at any time, whether before or after dispatch, inspect the goods, but no such inspection shall relieve the Seller of any of its obligations.
- 3) The Buyer is not bound to accept delivery by instalments, if the Buyer does so, delivery shall be deemed not to have occurred until all the instalments have been delivered.
- 4) The Seller must pack the goods securely in a suitable packaging and ensure that:
  - a) On the outside there is a description in English of the goods, their quantity, and special handling and storage directions and (where applicable) the expiry date of contents and
  - b) The goods and associated documentation are marked in accordance with Buyer's reasonable instructions. If the goods or their transport handling, storage or use are hazardous or toxic the Seller must ensure that they are marked with appropriate international danger symbols and that all information reasonably available to the Seller regarding any potential hazard are promptly made to the Buyer in writing.
- 5) In the case of failure by the Seller to deliver or complete within the stipulated time or failure to comply with terms of the Purchase Order, Contract, or in the event of continued delivery of defective goods or material, the Buyer reserves the right to cancel the whole or part of any order.
- 6) All overdue orders will be investigated. In certain cases, the Penalty for late delivery is set at 1% of the total cost of undelivered item(s) per week and at 0.5% of the total cost of order for delay in installations, delivery of operations & maintenance manuals and relevant spare parts. Maximum penalty is 10% of the order cost.

#### 9.7 Packing Materials:

Packing cases, boxes, drums and/or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

#### 9.8 Titles, Quality and Rejection:

- 1) The Seller shall sell the goods as a beneficial owner passing to the Buyer absolute legal title free of all charges, lien, and other encumbrances of any kind. The Seller represents and warrants that:
  - a) The Seller has the right to sell the goods, has absolute title therein which shall pass to the Buyer free of any charges, lien, or other encumbrance.
  - b) The Seller has obtained and or will make available to the Buyer all licences, clearances, consents, and authorisations necessary for the purchase of the goods by the Buyer for their delivery at the delivery point, and for their use for all purposes for which the Seller is, or ought reasonably to be, aware that they are required by the Buyer.
- 2) The Seller must ensure that the goods correspond strictly with any and all representations, descriptions, advertisements, brochures, drawings, specifications and samples made or give by the Seller or stipulated by the Buyer, are in every respect fit for any purpose which the Buyer has expressly by implication made known that it requires them, are durable, are of merchantable quality, are of appropriate appearance and finish, are in compliance with any applicable national or international standards and are of a standard equal to any previous supplies approved by the Buyer, in the event that the goods do not comply with these provisions, or are defective in any way, the Seller agrees that shall be sufficient reason to terminate the contract under the provision of article 110 of the commercial Transaction Law .
- 3) If upon delivery or within the agreed warranty period thereafter any goods prove to be defective or otherwise not in full accordance with the contract, then the Buyer may as its option and without prejudicing to its other rights:
  - a) With or without terminating the contract, reject or refuse to accept such goods and require the Seller either to replace them or to reimburse any payment already made for them; or
  - b) Require the Seller at the Seller's expense to repair them or reimburse the Buyer in full for the cost of repairs carried out by it or any third party at its discretion.

The Buyer may if it so wishes:

- (i) Require the Seller forthwith to collect any such goods; or
- (ii) Itself return any such goods to the Seller, and any such collection or return shall be at the Seller's risk and expense.

#### 9.9 Payment:

DP World standard payment terms are 45 days from the date of invoice. However, for certain exceptional cases the payment terms can vary depending on the nature of the service/job/items/requirement and is subject to management's approval.

Payments to suppliers will be processed as per the terms and conditions specified on the purchase order and / or contract. The following scanned soft copies must be submitted by the supplier online on our Oracle Fusion Supply Chain Management (SCM) Portal:

- Supplier's Original Invoice.
- Original Supplier's Delivery Notice(s) signed by the authorized receiving staff (for direct deliveries to end users).

In case of advance payments, milestone / partial payments, the necessary documents (e.g., performance bonds, warranty documents, job completion reports, acceptance letters, test certificates, etc.) are to be submitted online thru DP WORLD's Oracle Fusion Supply Chain Management (SCM) Portal.

Please ensure that our purchase order number is mentioned on all the documents that you submit.

#### 9.10 Indemnity:

- 1) The Seller shall indemnify and hold harmless the Buyer, its personnel and agents against and from all liabilities, losses, damages, costs, charges, expenses, action, proceedings, claims and demands incurred by it or them and arising directly or indirectly out of or in connection with a breach of any of Seller's obligations hereunder or any negligence or willful default on the part of the Seller in relation to the goods, their material, workmanship, design, safety or otherwise.
- 2) The Seller shall at its own expense do any matter or thing the Buyer may request for the purpose of contesting any action, proceedings, claim, or demand brought or made against the Buyer and relating to any alleged or actual defect in the materials, workmanship, design and/or safety of goods.
- 3) The Seller shall indemnify and hold harmless the Buyer from and against all liabilities, losses, damages, costs, charges, and expenses it may incur by reason of any actions, proceedings, claims and demands relating to any alleged or actual infringement of any patent, design, copyright, trademark or other monopoly right resulting from the goods, their use or re-sale.

#### 9.11 Sub-Contracting and Assignment:

The Seller shall not sub-contract, assign or otherwise dispose of the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

#### 9.12 Property and Risk:

The property in the goods shall pass to the Buyer on the first to occur of dispatch to the delivery point or any payment of or on account of the purchase price. The goods shall however remain at the Seller's risk (including without limitation the risk of loss, damage, or deterioration in transit) until they have been duly delivered at the delivery point. Nevertheless, if the Buyer rejects any goods, the property and risk therein shall remain with or revert to the Seller. The Seller must keep the goods fully insured with an insurer and on terms acceptable to the Buyer on a replacement value basis (to include ancillary costs referred to in clause 8.3 (a) above) until risk passes and shall hold such insurance and any proceeds thereof and its right against any carrier of the goods on trust for the Buyer until the Seller has satisfied all its obligations to the Buyer in relation to the goods. The Seller shall clause a note of the Buyer's interest in the insurance policies taken out to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance premium receipts.

#### 9.13 Termination:

- 1) The order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.
- 2) The Seller shall be deemed to be in default and to have repudiated the contract if:



- a) The Seller is in material breach of that or any other contract with Buyer; or
  - b) The Seller or any of its assets is subject to any form of winding-up, administration or insolvency proceeding or arrangements with creditors generally.
- 3) If 8.13.1 and 8.13.2 as stated above applies, the Buyer may at any time at its discretion and without prejudice (to its other rights) by written notice to Seller:
- a) Suspend any deliveries to be made under, or terminate, cancel, or rescind, the relevant contract and any other contract with the Seller.
  - b) Become entitled to recover from the Seller any amounts already paid by the Buyer to the Seller in relation to goods delivery of which is suspended or is no longer to take place.
  - c) Declare (where upon there shall forthwith become) immediately due and payable any indebtedness of the Seller to the Buyer on any other account whatsoever; and set off any indebtedness of the Buyer to the Seller against any indebtedness of the Seller to the Buyer, in each case, on any account whatsoever.

9.14 Force Majeure:

The term "force majeure" shall mean a cause, which is not within the control of the Contractor, which could have not been prevented by the exercise of due diligence by the Contractor either when the cause happened or previously, and which prevents the commencement or continuation by the Contractor of the carrying out of its obligations under the Agreement. The Contractor agrees that it shall promptly notify DP World if and whenever it anticipates or has reason to anticipate that there will be a delay in the performance of the services under the Agreement due to force majeure term and such notification shall set out all pertinent facts in the Contractor's possession.

In case DP World is prevented from taking delivery by the any cause beyond its reasonable control, DP World agrees that it shall promptly notify the Contractor if and whenever it anticipates or has reason to anticipate that there will be a delay in receiving or cancellation of part or in whole of the delivery of material or services under the Agreement due to force majeure term and such notification shall set out all pertinent facts in the DP World's possession.

The following causes shall, without limiting the generality of the foregoing, be deemed to constitute force majeure provided they comply with the first sentence of this cause namely, Acts of God, lockouts and strikes, riots, mutinies, civil commotion and war, fires, flood and earthquakes, government action and accidents.

9.15 Law:

The condition and all quotation offer, and acceptances shall be governed by and construed in accordance with the laws of and applicable in the Emirate of Dubai.

9.16 Arbitration Clause:

Any dispute connected with the formation, performance, interpretation, nullification, termination, or invalidation of the purchase contract or arising therefrom or related thereto in any manner whatsoever shall be referred to arbitration in accordance with the provisions set forth under the Dubai International Arbitration Center (DIAC).

10. How You Can Help Us?

- Familiarise yourself with our processes, policies, and procedures.
- Should you need clarification on the RFI, RFQ / Tenders, Contracts and Purchase Orders, kindly contact the concerned Procurement Executive.
- Always insist on receiving a Purchase Order (PO) before supplying any order.
- Always make sure that our unique reference number (e.g., Tender #, RFI #, RFQ #, Purchase order #, or other reference number) is on all documents, packages, and correspondence that you submit to us.
- Follow the 7 R's rule in delivering supplies/services to us: Right Place - Right Time - Right Quantity - Right Quality - Right Price - Right Condition - Right Customer.



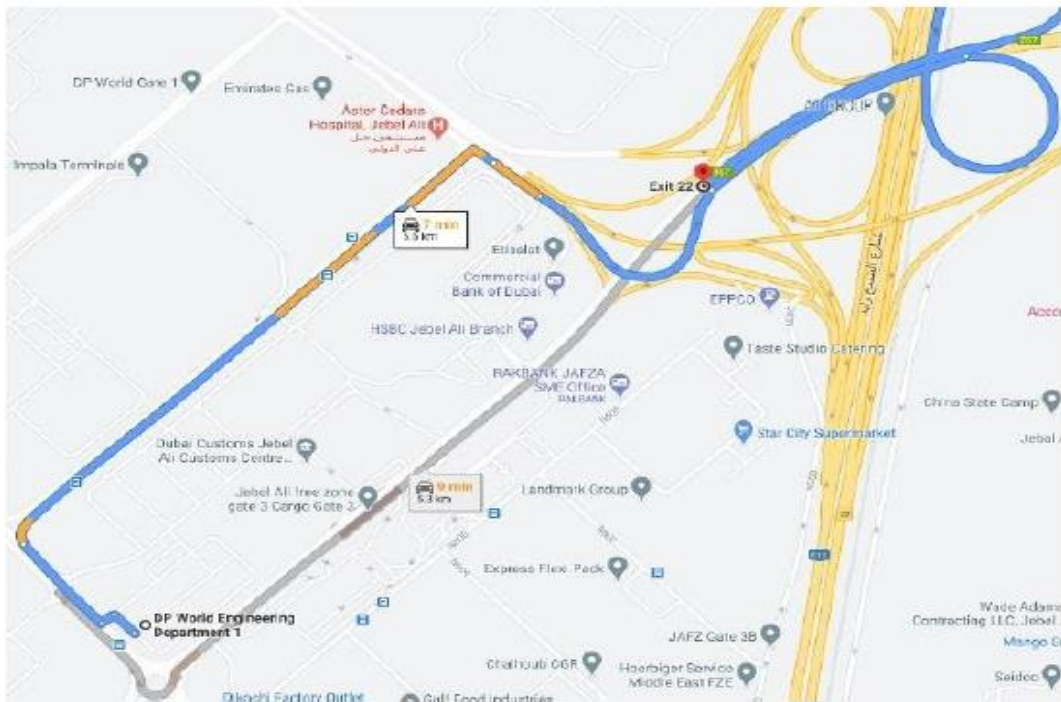
DP WORLD

dpworld.ae

# DP WORLD UAE PROCUREMENT & MATERIAL MANAGEMENT LOCATION MAP



## DP World UAE Region Procurement Department Location from SZR Dubai



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