

# SUPPLIER HANDBOOK

Published by Drydocks World Procurement Department

## DISCLAIMER

This guide is offered for guidance purposes only and does not replace the Drydocks World Procurement 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. Drydocks 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

Rashed Obaid Rashed Abdulla Almehairbi  
VP – Procurement



Drydocks World-Dubai has become a leading provider of EPC, marine and offshore services to the shipping, oil, gas and energy sectors.

Drydocks World-Dubai aims to partner with the region's best suppliers, to keep up to our commitment to regional growth. At Drydocks World-Dubai, we continuously work with our partners to achieve shared goals and, as a responsible organisation, we also having ongoing commitment to sustainable maritime Operations.

We look to the future with confidence and excitement, and constantly strive to exceed your expectations.

Hamad Ali Ismaeel Almarzooqi  
Senior Manager - Strategic Procurement & Operations



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

Drydocks World-Dubai has been operating for the past four decades to be the regions and preferred 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.

Drydocks World acknowledges the contribution of you and your teams in helping us meet our business objectives.



Contents:

1. Introduction:.....4

2. Objective: .....4

3. Source Selection Methods:.....4

4. Supplier Relationship Management:.....5

    4.1 Supplier Registration:.....5

    4.2 Supplier Visit:.....5

    4.3 Introducing New Products / Services: .....5

    4.4 Products Update: .....5

5. Supplier Performance Evaluation:.....5

6. Supplier Complaints:.....6

7. Fraud, Anti-Bribery and Corruption:.....6

8. Request for Information (RFI)/Request for Quote (RFQ) / Tender Requirements and Procedure:.....6

    8.1 Standard Terms and Conditions:..... 6

    8.2 RFI, RFQ / Tender Invitation: ..... 7

        8.2.1 Expenses Incurred: ..... 7

        8.2.2 Quoted Prices: ..... 7

        8.2.3 Technical Specifications/Scope of Work: ..... 7

        8.2.4 Pre-Bid Site Visit/Meeting:..... 7

        8.2.5 Questions regarding RFI, RFQ / Tender Documents: ..... 7

        8.2.6 Amendment to Tender Documents by Drydocks World:..... 8

        8.2.7 Submission of RFI, RFQ / Tender Bids - Location and Deadline: ..... 8

        8.2.8 Opening of Bids:..... 8

        8.2.9 Evaluation of Quotes / Bids: ..... 8

        8.2.10 Notification of Successful Bidder: ..... 8

    8.3 Bank Guarantees/Bonds:..... 8

    8.4 Confidentiality Agreement:..... 8

9. Drydocks World Standard Purchase and Contract Terms:.....9

    9.1 Order Forms:..... 9

    9.2 Contracts:..... 9

    9.3 Price:..... 9



A DP WORLD Company

9.4 Acknowledgement of Order:..... 9

9.5 Order Amendments: ..... 9

9.6 Deliveries, Inspection and Packaging:..... 9

9.7 Packing Materials:..... 10

9.8 Titles, Quality and Rejection: ..... 10

9.9 Payment: ..... 11

9.10 Indemnity: ..... 11

9.11 Sub-Contracting and Assignment:..... 11

9.12 Property and Risk: ..... 11

9.13 Termination:..... 11

9.14 Force Majeure: ..... 12

9.15 Law: ..... 12

9.16 Arbitration Clause: ..... 12

10. How You Can Help Us?:.....12

Contact Directory:.....13



## 1. Introduction

About Drydocks World - Dubai

Over the past 36 years Drydocks World-Dubai has become a leading provider of marine and offshore services to the shipping, oil, gas and energy sectors. Conceived as an ambitious project under the guidance of H.H. Sheikh Rashid Bin Saeed Al Maktoum the late Ruler of Dubai, the yard is strategically located in a rapidly developing region of the world.

Drydocks World completes over 300 projects a year on average, with a record of handling 42 refurbishment projects simultaneously. The yard is spread over 200 hectares, 4 dry docks, with the largest dock capable of handling the world's largest ship, and over 3,700m of berth space. Innovative projects have been constructed in Drydocks World, breaking records for some of the largest new build offshore fabrication projects worldwide.

The yard has received numerous awards and accolades including the British Safety Council's prestigious "5 Star" rating for the past 14 years and the "Sword of Honor" on 11 occasions. Drydocks World aims to consistently deliver excellence and to achieve further success for the UAE's maritime industry, positioning Drydocks World as an international yard of choice.

## 2. Objective

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

To achieve the objective, the Procurement 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, Drydocks 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.

Drydocks 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, Drydocks World ensures to buy products and/or services from reputable suppliers.

Following are the recommended source selection methods adopted by Drydocks World (DDWD):

- RFX (request for quote, request for proposal, request for information): Selected number of registered and pre-qualified suppliers are directly invited through Drydocks 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 Drydocks World Authority for the registration process.

Suppliers must register online using Drydocks 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.

To deal with Drydocks 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, drydocks client approved, government approved and recommended suppliers.

It is the supplier's responsibility to keep Drydocks 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 Drydocks World does not guarantee that suppliers will be notified every time relevant RFX (Request for quotation/information/proposal) is issued.

Drydocks 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 Drydocks 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 Procurement Dept 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 Drydocks World must first present the product to the Procurement Dept. It is the policy of Drydocks World that all products used in the yard must meet international quality and safety standards. Drydocks 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 Drydocks World assumes no liability for any product sample(s) left by any representative without approval from the Procurement Dept.

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 Drydocks 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 Procurement Dept so that Drydocks 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 Procurement Dept with an official letter from the manufacturer stating the cancellation and effective date.

#### 5. Supplier Performance Evaluation:

Drydocks 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 familiarization and training, technical support and warranties)

To ensure that Drydocks 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.

Drydocks 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 department for processing supplier complaints is as follows:

Vice President => Sr. Manager => Manager => Asst. Manager => Sr. Vendor Management Officer => Lead Buyer => Sr. Buyer => Buyer

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

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

Drydocks 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 Drydocks 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 Drydocks 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 Drydocks 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.



A DP WORLD Company

Drydocks.gov.ae

## 8.2 RFI, RFQ / Tender Invitation:

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. Drydocks 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 DRYDOCKS 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.
- Drydocks World is exempt of customs duty for Free zone suppliers or for goods and services specifically imported against Drydocks PO. Hence all prices are to be quoted without customs duty.

### 8.2.3 Technical Specifications/Scope of Work:

The "Technical Specifications / Scope of Work/Requirement/Description" sheet describes the mandatory (e.g., exact specifications, warranties, etc.), technical and optional requirements for goods and services required by Drydocks World. The mandatory requirements are the minimum acceptable by Drydocks 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 Drydocks 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 Drydocks 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. For all visits, Supplier need to inform the concerned buyer handling those bids prior to their visit.

### 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 DRYDOCKS WORLD's Oracle Fusion Supply Chain Management (SCM) Portal to the authorized 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 Drydocks World on any matter relating to their bid. Drydocks World Procurement Authority will contact the suppliers / bidders in case any further clarification is required. Supplier should comply to the Drydocks procurement procedure and should not interact with the DDW users for any commercial quotations or should not send/address the quotation to the persons not related to procurement dept.



A DP WORLD Company

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

Drydocks 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 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 Drydocks World's Oracle Fusion Supply Chain Management (SCM) Portal within the timelines stated on the tender invite.

#### 8.2.8 Opening of Bids:

All bids or proposals submitted become the property of Drydocks World and will be opened, distributed, and evaluated by the members of the tender committee, according to internal Drydocks 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.

#### 8.2.9 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 Drydocks World solicitation will be evaluated for technical acceptability, prices, and delivery schedule according to the requirements.

#### 8.2.10 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 Drydocks 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 Drydocks World against a Bank Guarantee equivalent to the amount requested as advance payment to a maximum of 20% PO value. 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 Drydocks World's preferred banks from the concerned procurement authorities prior to processing guarantees/bonds.

Guarantees to be valid until 30 days after the project acceptance. Bank Guarantees will be released after 30 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 Drydocks World.

In case projects are delayed, validity of the guarantees/bonds could be required to be extended upon mutual agreement between Drydocks 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 Drydocks 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. Drydocks World Standard Purchase and Contract Terms

### 9.1 Order Forms:

Drydocks 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 Drydocks 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 "Supplier") 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 Supplier.

### 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, license 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 Supplier in connection with the contract any monies due from the Supplier 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. Orders to be acknowledged within 24 hours from the date of transmittal received through email or portal. If no order acknowledgement received within 24hours it will be assure the order is accepted by the supplier.

### 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 Supplier shall notify that the Buyer of any change within 2 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 Drydocks World and bearing an official order number issued by the Buyer.

### 9.6 Deliveries, Inspection and Packaging:

- 1) The Supplier and his employees shall strictly observe and comply with all health, safety, security and environmental rules and regulations of DDW. Supplier shall be required to wear safety helmet, safety boot, safety goggle and reflective jacket & presence of pigeon light on top of the vehicle when on DDW premises.
- 2) The Supplier must deliver the goods to the place of delivery agreed by the Buyer. Delivery to any carrier (which shall act as agent of the Supplier) shall not constitute delivery to the Buyer. The Buyer may reject, and
  - a) return to the Supplier at the Supplier's risk and expense or
  - b) require the Supplier forthwith to collect, any goods delivered in excess of the contract quantity. The expense of delivery shall be borne by the Supplier.
  - c) Supplier to collect the return within 7 calendar days from the date of return collection notification, failing to collect within the specified period, Drydocks has right to scrap the same and not further claim from seller will be entitled to.



- 3) If a delivery time is specified in the Purchase Contract, such time shall be of the essence. The Supplier must as soon as possible report to the Buyer by email any anticipated delay in delivery. The Supplier 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 Supplier of any of its obligations.
- 4) 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.
- 5) The Supplier 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 Supplier must ensure that they are marked with appropriate international danger symbols and that all information reasonably available to the Supplier regarding any potential hazard are promptly made to the Buyer in writing.
- 6) In the case of failure by the Supplier 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.
- 7) All overdue orders will be investigated. In certain cases, the Penalty for late delivery will be charged as stated in the Purchase Order terms and condition.

#### 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 Supplier and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

#### 9.8 Titles, Quality and Rejection:

- 1) The Supplier 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 Supplier represents and warrants that:
  - a) The Supplier 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 Supplier has obtained and or will make available to the Buyer all licenses, 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 Supplier is, or ought reasonably to be, aware that they are required by the Buyer.
- 2) The Supplier must ensure that the goods correspond strictly with any and all representations, descriptions, advertisements, brochures, drawings, specifications and samples made or give by the Supplier 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 Supplier 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 Supplier either to replace them or to reimburse any payment already made for them; or
  - b) Require the Supplier at the Supplier'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.



A DP WORLD Company

Drydocks.gov.ae

The Buyer may if it so wishes:

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

#### 9.9 Payment:

Drydocks World standard payment terms are 60 days from the date of delivery. 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 authorised 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 DRYDOCKS 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. Each Purchase order to have separate invoice.

#### 9.10 Indemnity:

- 1) The Supplier 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 Supplier's obligations hereunder or any negligence or willful default on the part of the Supplier in relation to the goods, their material, workmanship, design, safety or otherwise.
- 2) The Supplier shall at its own expense carry out as per Buyer's 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 Supplier 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 Supplier 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 Supplier'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 Supplier. The Supplier 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 Supplier has satisfied all its obligations to the Buyer in relation to the goods. The Supplier 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 Supplier 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 Supplier including consequential loss.



- 2) The Supplier shall be deemed to be in default and to have repudiated the contract if:
  - a) The Supplier is in material breach of that or any other contract with Buyer; or
  - b) The Supplier 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 Supplier:
  - a) Suspend any deliveries to be made under, or terminate, cancel, or rescind, the relevant contract and any other contract with the Supplier.
  - b) Become entitled to recover from the Supplier any amounts already paid by the Buyer to the Supplier 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 Supplier to the Buyer on any other account whatsoever; and set off any indebtedness of the Buyer to the Supplier against any indebtedness of the Supplier 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 hasned 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 Drydocks 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 Drydocks World is prevented from taking delivery by the any cause beyond its reasonable control, Drydocks 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 Drydocks 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.



A DP WORLD Company

Drydocks.gov.ae

Contact Directory:

Drydocks World - Procurement		
Title	Person Name	Contact
Vice President - Procurement	Mr. Rashed Obaid Rashed Abdulla Almehairbi	971 (4) 404 4537 Rashed.Almehairbi@drydocks.gov.ae
Sr. Manager - Strategic Procurement & Operation	Mr. Hamad Ali Ismaeel Almarzooqi	971 (4) 404 4708 Hamad.Almarzooqi@drydocks.gov.ae
Manager – Contracts & Subcontracting	Mr. Tariq Falaknaz	971 (4) 404 4133 Tariq.Falaknaz@drydocks.gov.ae
Asst. Manager – Logistics & Vendor Management	Mr. Essam Falasi	971 (4) 404 4932 essam@drydocks.gov.ae
Asst. Manager - Strategic Procurement & Operation	Mr. Azaz Attar	971 (4) 404 4526 Azaz.Attar@drydocks.gov.ae
Lead Buyer – CAPEX & MRO	Mr. Shaikh Ahmad	971 (4) 404 4541 shaikh.ahmad@drydocks.gov.ae
Lead Buyer - EPC	Mr. Kishor Janardhan Kamble	971 (4) 404 4167 kishor.kamble@drydocks.gov.ae
Lead Expeditor	Mr. Rajeshkanna Kandasamy	971 (4) 404 4019 rajeshkanna@drydocks.gov.ae
Sr. Vendor Management Officer	Mr. Mohamed Kani Nalla	971 (4) 404 4918 Mohamed.Kani@drydocks.gov.ae
Vendor Management Coordinator	Ms. Fatma Matar Aljumairi Almheiri	971 (4) 404 5132 fatma.almheiri@drydocks.gov.ae
Vendor Management Coordinator	Mr. Bheswanth Rankasamy	971 (4) 404 5133 bheswanth.rankasamy@drydocks.gov.ae
Officer - Logistics	Mrs. Riny Shijil	971 (4) 404 4095 rini.shijil@drydocks.gov.ae
Oracle Portal	DP World Supplier Support Call Centre	SupplierSupport@dpworld.com