



Republic of Maldives

REQUEST FOR QUOTATIONS DOCUMENTS

Issued on: February 26, 2018

for

Supply and Delivery of Fiberglass Speed Boat

RFQ No.: MV-MOFA-42718

Issued by
Sustainable Fisheries Resources Development Project

Ministry of Fisheries and Agriculture

Section I. Instructions to Suppliers

A: General	
1. Scope of Bid	<p>1.1 The Government of the republic of Maldives through the Ministry of Fisheries and Agriculture invites you to submit Quotation 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 Quotation (RFQ) are specified in the Data Sheet.</p> <p>1.3 Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.</p>
Fraud and Corruption	<p>2.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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> <p>(v) “obstructive practice” is</p>

	<ul style="list-style-type: none"> (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 2.1 (e) below. (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; (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.
B: Contents of Documents	
3. Contents of Documents	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.

	<ul style="list-style-type: none"> • Section I. Instructions to Suppliers (IFQ) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Quotation submission Form(s) • Section VI. 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>
C: Preparation of Quotation	
4. Documents Comprising your Quotation	<p>4.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Quotation Submission Form and the Price Schedules; (b) Technical Specifications & Compliance with Specifications
5. Quotation Submission Form and Price Schedules	<p>5.1 The Supplier shall submit the Quotaion Submission Form using the form furnished in Section V. 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>
6. Prices and Discounts	<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>
7. Currency	7.1 The supplier shall quote only in Maldivian Rufiyaa.
8. Documents to Establish the Conformity of the Goods	<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 Section IV, “Technical Specifications & Compliance with Specifications”.</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>
9. Period of Validity of quotation	9.1 Quotations shall remain valid for the period of thirty (30) days after the quotation submission deadline date.
10. Format and Signing of Quotation	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.
D: Submission and Opening of Quotation	
11. Submission of Quotation	<p>11.1 Supplier may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bearing the specific identification of the RFQ 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>

12. Deadline for Submission of Quotation	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.
13. Late Quotation	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.
14. Opening of Quotations	14.1 The Purchaser shall conduct a public reading of the quotations at the address, date and time specified in the Data Sheet.
E: Evaluation and Comparison of Quotation	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the quotations, 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>
16.Responsiveness of Quotations	<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>
17. Evaluation of quotation	<p>17.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>17.2 If more than one item is given in the Schedule of Requirements, the evaluation will be done either each separately or considering the total quoted price for all the items or any other manner is stated in the Data Sheet.</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: 60pts (Minimum Quoted Price) / (Quoted Price) ×70 (b) Delivery period; 20pts (Shortest delivery period) / (Quoted delivery period) ×20 (a) Experience: 20pts (Shall submit reference <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</p>

	characteristics, performance, and terms and conditions of purchase of the Goods.
18. Purchaser’s Right to Accept any Quotation, and to Reject any or all Quotations	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 Quotation	19.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated quotation 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

ITQ Clause Reference	
1.2	<p>The name and identification number of this Invitation for Quotation is:</p> <p style="text-align: center;">Supply and Delivery of Fiberglass Speed Boat MV-MOFA-42718</p>
3.3	<p>Purchaser's address is:</p> <p style="text-align: center;">Sustainable Fisheries Resources Development Project(SFRDP) Ministry of Fisheries and Agriculture H. Whitewaves Moonlight Hingun Male', Republic of Maldives Tel: +960 3339239, Fax: +960 3322509</p> <p style="text-align: center;">Email: sfrdp@fishagri.gov.mv</p>
8.3	<p>Manufacture's Authorization is <u>required</u>.</p>
12.1	<p>Address for submission of Quotations is:</p> <p style="text-align: center;">Project Director Sustainable Fisheries Resources Development Project(SFRDP) Project Management Unit Ministry of Fisheries and Agriculture H. Whitewaves Moonlight Hingun Male', Republic of Maldives Tel: +960 3339239, Fax: +960 3322509</p> <p>Deadline for submission of quotations is: Date: 11th March 2018 Time: 1100 Hours local time</p>
14	<p>The quotations shall be opened at the following address:</p> <p style="text-align: center;">Sustainable Fisheries Resources Development Project(SFRDP) Ministry of Fisheries and Agriculture H. Whitewaves Moonlight Hingun Male', Republic of Maldives</p> <p style="text-align: center;">Date: 11th March 2018 Time: 1100 Hours local time</p>
17.2 & 17.3	<p>Evaluation for all the items will be carried out together as one single bid.</p>

Section III: Technical Specification & Compliance

Mandatory Requirements	Required	Tenders Response (Y/N)
1 set navigation light with wiring and batteries	Yes	
1 Bilge pump with auto switch	Yes	
Rubber fenders along the sides	Yes	
4 Nos. fender , 2 feet	Yes	
8” cleat at rear	Yes	
Seating for 12 pax- with cushion	Yes	
Luggage storage area	Yes	
1 No, Search light with remote control	Yes	
1 No. toilet	Yes	
2 Nos. Petrol filter water separation kit (Raco filter)	Yes	
Antifouling with undercoat	Yes	
2 Nos. Outboard engine: 150 HP	Yes	
Engine installation	Yes	
Hydraulic steering system (pump, hose, oil, fittings, wheel)	Yes	
Boat registration / with 1 year annual fee	Yes	
Registry number on boat	Yes	
1Name on boat	Yes	
11 set side and back canvas with bungee loops	Yes	
2 nos. cabin light	Yes	
1 no. petrol tank, 400 -450 L (Transport Authority approved)	Yes	
Water tank 50 -60 L	Yes	
1 No. ss deck plate for petrol	Yes	
1 No. ss deck plate for water	Yes	
1 set fuel meter with sender	Yes	
1 set bilge alarm	Yes	
1 No. manual bilge pump	Yes	
1 No, Marine VHF with antennae	Yes	
12 Nos’ standard adults’ life jacket, inflatable	Yes	
2 Nos. standard children’s life jacket, inflatable	Yes	
1 No, GPS with Maldives map	Yes	
1 No, First aid kit	Yes	
1 No, Compass 80×55mm	Yes	
1 No, Life ring 2.5 kg	Yes	
Rope 14 mm (90meter) - braided	Yes	
1 Nos ss anchor (kg)	Yes	
2 Nos fire extinguisher (4.5 kg)	Yes	

1 No. diving torch	Yes	
1 No. flag set	Yes	
2 Nos. plastic water bucket, 10-12 L	Yes	
2 Nos. knife 10-18"	Yes	
Length: 24- 26 feet	Yes	
Fuel tank capacity: 400-450 Litres	Yes	
Fresh water tank capacity: 50 -60 Liters	Yes	
Passenger capacity: 12 (including crew)	Yes	
Outboard engine: 150 HP x 2 (minimum 6 months warranty)	Yes	
Maximum cruising speed: Approximately 30 Knots	Yes	
Hull Warranty: 2 years	Yes	
Construction material: fiberglass	Yes	

The boat should be in operational state (registered to Ministry of Fisheries and Agriculture)

Section IV: Quotation Submission Form

[The Supplier shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions will accepted.]

Date:

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods *[insert a brief description of the Goods]*;
- (c) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure]*;
- (d) Our quotation shall be valid for the period of time specified in ITS Sub-Clause 9.1, from the date fixed for the quotation submission deadline in accordance with ITS Sub-Clause 12.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert complete name of person signing the Quotation Submission Form]*

Section V:

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule

Line Item N°	Description of Goods	Delivery Date	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded	TOTAL PRICE per line item (Col. 6+7+8)
1	2	3	4	5	6	7	8	9
01	<i>Fiberglass Speed Boat</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
TOTAL PRICE								

Section VI: Contract Form

Contract Agreement

THIS CONTRACT AGREEMENT is made the day of, 2017.

BETWEEN,

(1) The **MINISTRY OF FISHERIES AND AGRICULTURE** of the Government of the Republic of Maldives, and having its principal place of business at Male', Republic 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 Fiberglass Speed Boat* 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 (including Schedule of Requirements and Technical Specifications)
 - (d) The Supplier's Quotations and original Price Schedules
 - (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

CLIENT

SUPPLIER

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Ministry of Fisheries and Agriculture
Republic of Maldives

IN WITNESS OF

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Ministry of Fisheries and Agriculture
Republic of Maldives

Conditions of Contract

Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (b) “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.
 - (c) “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.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “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.
 - (g) “Purchaser” means the entity purchasing the Goods and Related Services.
 - (h) “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.
 - (i) “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 **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

- 2.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts,

observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² 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”³ 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”⁴ 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”⁵ 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;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 2.1 (e) below.
- (b) will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent,

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

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 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.

Warranty

- 4.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 4.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 4.3 The warranty shall remain valid for **one (1) year**, after it, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated Schedule of Requirements.