



# 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 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 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 become effective on the date of issuance.



## **Vision**

To Lead the Future of World Trade

## **Mission**

To Add Value, Think Ahead and Build a Legacy

## **Values**

- Courage
- Respect
- Intelligence
- Pride

## Foreword

### Mohammed Al Muallem



DP World aims to partner with the region's best suppliers, in order 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. Being so, the leading port in the Middle East and as one of the world's largest seaports, Jebel Ali and with other DP World terminals in the UAE, play a substantial role as the region's hub for containers, general cargo, cruise ships and contribute significantly to the economic growth and diversification.

We have been working with our partners for mutual interests and as responsible corporates, we also step up to work together for community causes. We look to the future with confidence and excitement and we will constantly strive to exceed your expectations

### Jassim Al Serkal



Superior customer service and enhanced efficiencies can be offered at their best only when complemented by our partnerships with quality and reliable suppliers and procuring the best materials and services. We at Procurement and contracts department take this responsibility with utmost care to cater to internal and external stakeholders.

We have been operating for the past 4 decades to be the regions trade hub and preferred port of choice for our customers. We aim to continuously offer superior services with support from our partnerships with our suppliers.

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

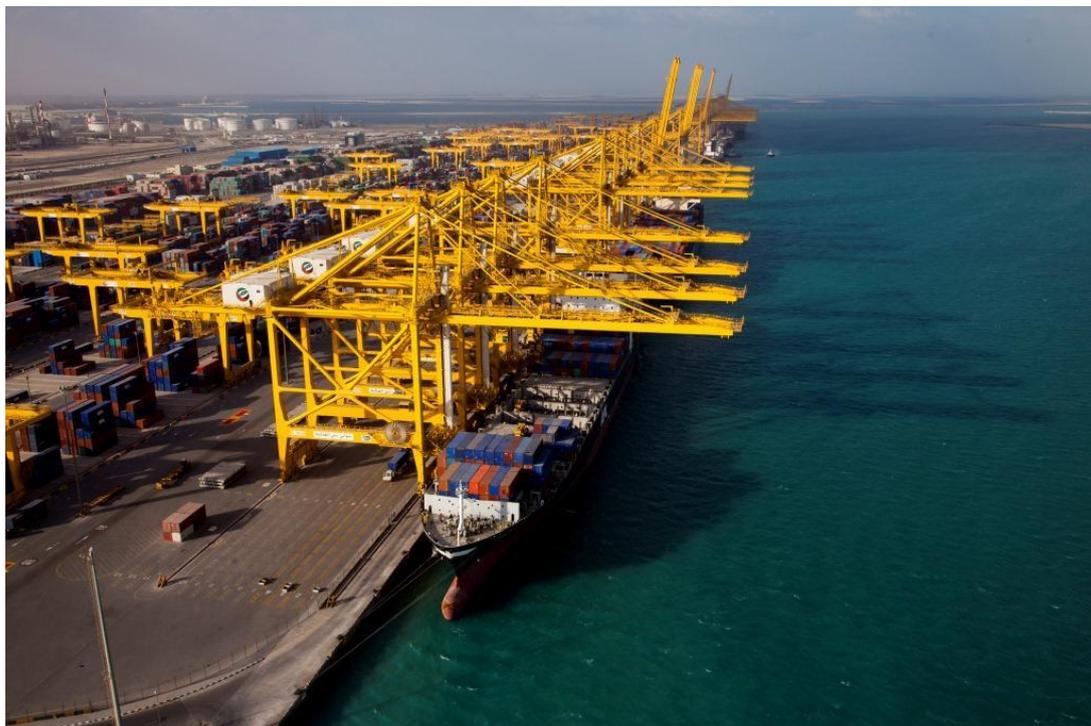
## Contents

1. Introduction: .....	7
2. Objective:.....	8
3. Source Selection Methods:.....	8
4. Supplier Relationship Management .....	9
4.1 Supplier Registration: .....	9
4.2 Supplier Appointments and Visitation: .....	9
4.3 Introducing New Products / Services: .....	9
4.4 Products Update:.....	10
5. Supplier Performance Evaluation: .....	10
6. Supplier Complaints:.....	10
7. Fraud, Anti-Bribery and Corruption.....	11
8. Request for Information (RFI)/ Request for Quote (RFQ) / Tender Requirements and Procedure .....	11
8.1 Standard Terms and Conditions: .....	11
8.2 RFI, RFQ / Tender Invitation: .....	12
8.2.1 Expenses Incurred:.....	12
8.2.2 Quoted Prices: .....	12
8.2.3 Technical Specifications/Scope of Work: .....	12
8.2.4 Pre-Bid Site Visit/Meeting: .....	13
8.2.5 Questions regarding RFI, RFQ / Tender Documents: .....	13
8.2.6 Amendment to Tender Documents by DP World:.....	13
8.2.7 Formal Signing of All Documents: .....	13
8.2.8 Submission of RFI, RFQ / Tender Bids – Location and Deadline:.....	13
8.2.9 Opening of Bids:.....	14
8.2.10 Evaluation of Quotes / Bids: .....	14
8.2.11 Notification of Successful Bidder: .....	14
8.3 Bank Guarantees/Bonds:.....	14
8.4 Confidentiality Agreement:.....	15
9. DP World Standard Purchase and Contract Terms.....	15
9.1 Order Forms:.....	15
9.2 Contracts: .....	15
9.3 Price: .....	15

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9.4	Acknowledgement of Order: .....	16
9.5	Order Amendments:.....	16
9.6	Deliveries, Inspection and Packaging:.....	16
9.7	Packing Materials:.....	17
9.8	Titles, Quality and Rejection:.....	17
9.9	Payment:.....	18
9.10	Indemnity:.....	18
9.11	Sub-Contracting and Assignment:.....	19
9.12	Property and Risk:.....	19
9.13	Termination: .....	19
9.14	Force Majeure:.....	20
9.15	Law: .....	20
9.16	Arbitration Clause:.....	20
10.	How You Can Help Us? .....	21
	Contact Directory : .....	23

## 1. Introduction:



DP World is a leading enabler of global trade and an integral part of the supply chain.

We operate multiple yet related businesses – from marine and inland terminals, maritime services, logistics and ancillary services to technology-driven trade solutions.

We have a portfolio of 77 operating marine and inland terminals supported by over 50 related businesses in 40 countries across six continents with a significant presence in both high-growth and mature markets. We aim to be essential to the bright future of global trade, ensuring everything we do has a long-lasting positive impact on economies and society.

Our dedicated team of over 37,000 employees from 110 countries cultivates long-standing relationships with governments, shipping lines, importers and exporters, communities, and many other important constituents of the global supply chain, to add value and provide quality services today and tomorrow.

Container handling is the company's core business and generates more than three quarters of its revenue. In 2015, DP World handled 61.7 million TEU (twenty-foot equivalent units) across our portfolio. With its committed pipeline of developments and expansions, the current gross capacity of 79.6 million TEU is expected to rise to more than 100 million TEU by 2020, in line with market demand.

By thinking ahead, foreseeing change and innovating we aim to create the most productive, efficient and safe trade solutions globally.

For more information about our flagship Jebel Ali Port in Dubai, please visit: [www.dpworld.ae](http://www.dpworld.ae)

## 2. Objective:

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

To achieve the above objective Procurement & Contracts department identifies potential suppliers for specified supplies, services or equipment, carefully evaluates / analyses suppliers' credentials (qualifications) and history, together with the products or services to ensure that the products are purchased:

- At the right price
- From the right source
- At the right specification that meets users' needs
- In the right quantity
- For delivery at the right time
- To the right internal customer

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 vendors, 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:

- Establish and maintain longstanding, successful business relationships with current suppliers and contractors.
- Current suppliers are competitive.
- Recognise and appreciate the exemplary performance of suppliers and contractors.
- Improvement and development of non-competitive existing suppliers.
- Identification of new potential suppliers and develop relationships.

## 3. Source Selection Methods:

Competition is a key component to efficient and productive procurement, thus DP World continuously strives to maintain a competitive environment in sourcing qualified suppliers.

The following are DPW "approved" source selection methods:

- Tender: where a select number of suppliers are directly invited thru e-mail on online procurement portal to submit bids for a solicitation for materials or services.
- Request for Quotations (RFQ) is a formal request soliciting prospective suppliers to submit quotes in response to a specified need for commodities, equipment, or services.
- Direct Purchase from Sole Source: is an exceptional method used when there is only one known source to provide the goods and/or service.

## 4. Supplier Relationship Management

### 4.1 Supplier Registration:

Suppliers will be contacted by the Purchasing Authority for the registration process.

The Suppliers are required to either register online or fill in a Vendor Registration Application Form and submit the necessary documents stated on the application form. These details can be submitted via email (scanned copies). Suppliers should ensure to submit truthful and accurate information when registering.

To participate in tender bids, Vendors need to have a minimum of 2 – 5 years of business experience either in local or overseas market. This excludes exceptions such as but not limited to – agents appointed by principal vendors, innovative solutions or local or overseas government approved and recommended vendors.

It is the supplier's responsibility to keep DP World Procurement Department updated when changes occur regarding the products or services offered, address, ownership or status as a bidder, trade licenses, certifications etc.

Given the large number of suppliers that we deal with, registration does not guarantee a supplier will be notified every time that a quotation or request for tender is issued.

DP World reserves the right to update and validate the vendors list from time to time and require renewal of applications on file.

### 4.2 Supplier Appointments and Visitation:

Supplier visits are scheduled to prevent interferences with 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) they should be provided free of charge (FOC).

#### 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 requires that suppliers perform consistently to provide high quality products and services to DP World. Suppliers performance is monitor and evaluated periodically and results are communicated to the vendors as and when required.

The criterion used to evaluate suppliers includes 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 sales and service (Product / Service familiarisation and training, technical support and warranties).

To ensure that DP World UAE region is being quoted the correct market price, anonymous price checks are conducted on vendors 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 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 concerned department/section 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:

- Director ← Senior Manager ← Manager ← Assistant Manager ← Vendor Management Officer ← Procurement Supervisor ← Senior Buyer ← Concerned Buyer

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 DPW 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 bids 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:

The RFQ / Tender invitation indicate 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 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 DPW 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.
- DP World is exempt of customs duty. Hence all prices 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 email) to the authorised procurement staff member or to the stated contact person handling the RFI, RFQ / Tender before the submission of the quote / bid. 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 thru 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 authorized 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 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 to the instructions mentioned on the invite.**

**For eg. When hard copies are to be submitted, Commercial and non-commercial/technical bids must be submitted in separate sealed envelopes and must be labelled with the unique serial number provided by DP World on the solicitation document.**

RFQ/Tender Bids must be delivered to the location specified in the solicitation notice/documents prior to the tender closing date and time. (Note: Bids will be date stamped and kept in a secure location until the bid opening date). Bids submitted after the closing date may not be accepted, at the discretion of DP World. No bid may be withdrawn after the bid closing date and time.

### **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:**

DP World will award the contract / purchase order to the bidder whose Quote/Bid has been determined technically acceptable and representing the best overall value for money. Successful bidders will be notified by Letter of Intent, followed by a Contract and a Purchase Order (PO).

For any Tender bids that are rejected, a "Regret Notification" will be sent to the supplier thanking them for their participation and explaining the reason(s) why they were rejected.

## **8.3 Bank Guarantees/Bonds:**

In case, where the suppliers request for advance payments, such request 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. 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.

## 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 online communication portal – Isupplier duly approved on behalf of DP world 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, 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 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 / isupplier. 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 online communication portal – Isupplier duly approved on behalf of DP world 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 on 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 relive the seller of any of its obligations.
- 3) The buyer is not bound to accept delivery by installments, if the buyer does so, delivery shall be deemed not to have occurred until all the installments 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 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 licenses, clearances, consents and authorizations 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 on the communication portal – iSupplier :

- 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 thru the communication portal - iSupplier.

**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 of 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 DPW 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 DPW is prevented from taking delivery by the any cause beyond its reasonable control, DPW 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 DPW '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?

- ✓ Familiarize yourself with our processes, policies and procedures.
- ✓ Should you need clarification on the RFI, RFQ / Tenders, Contracts and Purchase Orders, kindly contact the concerned Purchasing Authority.
- ✓ 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.

# Procurement, Contracts & Material Management

## Location Map

DP World UAE Region - Procurement Department  
Route from Sheikh Zayed Road

موانئ دبي العالمية  
DP WORLD

Procurement Department is located on the 2nd floor of DP World UAE Region Terminal 1, Technical building, near roundabout 5 in Jebel Ali Free Zone

For more information and directions, please call +971 4 889 7520

**Contact Directory :**

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### **CONTACT ADDRESS**

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<b>Goods Receiving / Central Stores :</b> Technical Department Building Ground Floor Near Round About # 5, Jebal Ali Free Zone , Dubai, U A E	<b>Office Timings :</b> 7:30 am – 3:30 pm :- Sunday till Thursday  <b>Material receiving Timings :</b> 7:00 am – 3 pm :- Saturday till Thursday