Terms and conditions

Danish Refugee Council
Venezuela

November 19, 2026

To: All interested suppliers

Specifications No.: ITB-VEN-48-Supply of Infrastructure Materials LAG

Description: Framework Agreement for the supply of materials for the rehabilitation of **lightly** and moderately damaged homes

Dear Sir/Madam:

The Danish Refugee Council (DRC) – Venezuela, seeks to invite different suppliers to participate in the bidding process concerning the **supply of materials for Rehabilitation of lightly and moderately damaged homes.** The work includes the provision of construction materials for: masonry walls, roofs, enclosures; waterproofing; electrical installations; sanitary installations and others. Through this letter, DRC requests that you submit a price quote that includes the supply and transport of the materials listed in DRC's quote form, Annex A. (A.1 & A.2)

I. TENDER DETAILS

The details of the tender are as follows:

Item	Description	Date and Time
1	Publication of the terms and conditions	November 19, 2026 at 12:00 (GMT)
2	Date of online information session for bidders	November 23, 2026 at 17:00 (GMT)
3	Closing date for receiving questions	November 25, 2026 at 12:00 (GMT)
4	Closing date for submitting responses	November 26, 2026 at 12:00 (GMT)
5	Date and time for closing of bid submission (via email)	December 07, 2026 at 11:59 (GMT)
6	Date and time for opening bids/ Place for opening of bids	December 08, 2026 at 9:00 am (GMT -4) Internal and private session led by the DRC Evaluation Committee. There will be no public event or in-person bid opening session.
7	Estimated Award Date	December 11, 2026.

REMEMBER: NO OFFERS WILL BE ACCEPTED AFTER THE CLOSING DATE AND TIME MENTIONED

II. BIDDING PROCESS

The following processes will be applied to this tender:

- Bidding Period
- Closing of the Bidding Process
- Opening of the Bidding Process
- Administrative Evaluation
- Technical Evaluation
- Economic Evaluation
- Contract Award
- Contract award notification

III. RELEVANT INFORMATION RELATED TO THIS SPECIFICATION:

- This specification is issued for the purpose of establishing a Framework Agreement for the supply and transport of the materials listed in Annex A (A.1 & A.2), with a validity of six (06) months, renewable.
- Each bidder must submit only the unit prices of the materials requested, as quantities to be supplied will not be agreed upon at this stage.
- Submitting bids for all items is mandatory. Partial or incomplete bids will not be considered.
- DRC may decide to award the contract and establish Framework Agreements with more than one supplier, based on the principle of "best value for money". Consequently, the maximum estimated budget execution value will depend on the sum of the awarded unit prices and the subsequent level of physical delivery.
- The Framework Agreement will allow DRC to issue different purchase orders to the same supplier during the validity period of the agreement, based on the unit prices approved in the Framework Agreement.
- A Framework Agreement does not oblige DRC to place any purchase orders with a specific supplier. DRC will place purchase orders with the winning supplier(s) based on the Agreement and according to its requirements.
- The supplier undertakes to maintain the prices offered during the validity period of the Framework Agreement.
- DRC may decide to cancel the agreement if it deems it necessary.

IV. INFORMATION ON THE MATERIALS DELIVERY PROCESS

This invitation to tender includes the supply of materials for home repair work, grouped into 7 chapters.

The chapters in which the items are grouped are:

- Materials for masonry walls, roofs, enclosures
- Waterproofing materials
- Materials for electrical installations
- Materials for sanitary installations
- Others
- Kit of equipments and tools
- Transport

Submitting bids for all chapters is mandatory. Failure to submit a bid for one or more chapters will result in disqualification from the evaluation process.

The supplier(s) selected to sign the Framework Agreement will subsequently receive purchase order assignments for the materials and with the option to multiple deliveries. Delivery details will be communicated by DRC in advance, specifying the materials to be delivered, quantities, and the specific delivery location. Delivery locations will be in communities in La Guaira and Miranda, where DRC will support families with home repairs. Each delivery may require unloading the products at different points for convenience, given the size and weight of the items. Each bidder must consider this delivery strategy when calculating their unit prices and factor in the cost of unloading assistants for unloading the materials.

The communities where the materials will be delivered are located in the Plaza municipality of Miranda state and the Vargas municipality of La Guaira state. Possible locations are:

La Guaira:
Mamo Community: 10°35'18.0"N 67°03'37.9"W - Google Maps
Páez Sector, Catia La Mar: 10°36'03.9"N 67°01'28.6"W - Google Maps
Las Chatitas community, upper part of Caraballeda: 10°35'55.2"N 66°50'56.5"W - Google Maps

Miranda:
Various communities in Guarenas, Oropeza Castillo sector.

DRC may then notify other delivery locations within these municipalities; for the preparation of bids, bidders may use these locations as a reference for estimating delivery costs.

V. SELECTION AND AWARD CRITERIA

The selection and award criteria are the same for all bids. The evaluation process consists of three stages: a) administrative, b) technical, and c) economic. Each stage requires information and documents from the bidder, which will determine whether they advance to the next stage.

The financial bids of suppliers who submit a technical bid that meets the required specifications will be evaluated. The criteria for verifying compliance with the technical requirements are the quality of the materials; the use of parts and equipment of a suitable brand and quality; and that the item descriptions match the specified requirements.

Submission and Evaluation of Bids:
In strict compliance with DRC procurement procedures and standards, technical and financial bids must be submitted in two separate and independent emails. Failure to comply with this requirement will result in immediate disqualification.

The evaluation process will be conducted in three (3) successive, strictly exclusionary stages:

1. Administrative Stage (compliance with documentation and legal requirements).
2. Technical Stage (evaluation of capacity and specifications).
3. Financial Stage (economic evaluation).

Only bidders who successfully pass a given stage will be eligible to advance to the next; failure to pass any of these phases will result in automatic exclusion from the process. Consequently, the separation of the proposals ensures that financial bids are opened and evaluated only for those bidders who have previously passed both the administrative and technical stages.

The documentation requirements are listed below:

A. Administrative Evaluation

Each bid must pass the administrative evaluation phase before being considered for technical and economic evaluation.

Offers that are not administratively compliant will be rejected. Those submitted after the deadline will be automatically disqualified and will not be evaluated.

The documents listed below must be submitted along with the offer for evaluation at this stage.

#	Exhibit #	Document	Instructions

3	B	Certification of recognition of the tender and award of the contract.	Complete ALL sections with signature and seal and issue them.
4	C	General Conditions for the Contract for the Acquisition of goods or services from the DRC.	Complete ALL sections with signature and seal and issue them.
5	D	DRC Supplier Code of Conduct.	Complete ALL sections with signature and seal and issue them.
6	E	Supplier Profile and Registration Format.	Complete ALL sections with signature and seal and issue them.
7	F	Legal and Constitutive Documentation	- Tax Identification Number (Current Rif). - Commercial Registry. - Copy of the identity card of the legal representative(s) of the company. - Bank details certification - Financial Statements - Tax Invoice Format.

If any information required during the administrative evaluation is not provided by the bidders, DRC may request that they submit such information within 48 hours of the bid opening. Please note that this will only apply if the required documentation does not alter the details in the bid, such as the price information.

B. Technical Evaluation

The criteria for verifying compliance with the technical requirements are the quality of the materials, the presentation, and whether the material descriptions match the specified requirements. **Each bidder must provide all these details in Annex A.1.**

To be technically compliant, the bid must meet or exceed the requirements stipulated in the specifications of Annex A.1. A bid will be considered compliant if it is confirmed that it meets all the mandatory conditions and specifications in the tender documents without substantially deviating from them or imposing restrictions. If a bid does not technically comply with the tender documents, it will be rejected.

The technical criteria are set out in Annex A.1, – Technical Offer Format.

Each bidder must submit, in addition to Annex A.1, Annex G, which details the specifications and brands of the materials and other items offered.

#	Annex #	Document	Instructions
1	A.1	Offer Format. Technical specifications of materials and consumables.	Attach the technical data sheet detailing the specifications, equipment brands, parts, materials, and consumables included in the economic proposal. Complete ALL sections with signature and seal and issue them.

C. Economic Evaluation

All bids that pass the technical evaluation will proceed to the economic evaluation. Bids deemed technically non-compliant will not be evaluated economically.

A comparative table of all unit prices for materials offered by all bidders will be prepared. In addition to Annex A.2, as part of the economic evaluation, each bidder must separately quote two standard delivery kits that will serve as a benchmark for

typical deliveries. These kits are models and do not correspond to any specific delivery. The document with the standard delivery kits is included in the annexes; each bidder must quote for kit type 1 and kit type 2.

#	Exhibit #	Document	Instructions
2	A.2	Offer Format (Economic).	Complete ALL sections with signature and seal and issue them.

In this procurement process, the primary screening mechanism is the technical evaluation. Offers that do not meet the required technical specifications, quality standards, or compliance requirements will be rejected at that stage.
For bids that successfully pass the technical evaluation, a low price alone will not constitute grounds for rejection. Where a bid appears unusually low, DRC may request the supplier to confirm and justify its pricing and to formally verify that all materials, equipment, and services offered fully comply with the technical specifications and quality requirements of the tender. Provided that compliance is satisfactorily demonstrated, the bid will remain eligible for award.

VI. SUBMISSION OF OFFERS

Bidders will be solely responsible for ensuring that the complete bid is received by DRC in accordance with the requirements of the Terms and Conditions.

All bids submitted must be written in the **DRC Bid Format (Annex A.1 and A.2).**

Offers that are not submitted in Annexes A.1 and A.2, or that are not received before the date and time indicated on page 1, or that are sent to another email address will be disqualified.

A. Email

Offers must be sent by email to the following properly controlled, secure and certified email address:

tender.ve@drc.ngo

When bids are sent by mail, they must meet the following conditions:

- The number of the Bid (ITB-VEN48-Supply of Infrastructure Materials LAG) must be inserted in the subject of the email.
- Submission of the proposal: The Economic Offer and the budget for the standard delivery kit in the Technical Offer must be sent in separated email, clearly indicating in the subject the name or code of the tender and the company name of the bidding company.
- Administrative Stage (Email 1/3) Administrative documentation must be submitted for evaluation during this stage.
- The Technical Offer (Email 2/3) must contain the Technical Offer format (Annex A.1) and all the additional documents required for the tender, as mentioned in Section A of point V “Administrative Evaluation”.
- The Economic Proposal (Email 3/3) must include the Economic Proposal form (Annex A.2) in signed and stamped PDF format. Additionally, an editable Excel copy of said annex must be attached as supporting documentation for verifying calculations.

- The documents required for the proposal must be submitted in PDF format (signed and stamped) or in a compressed ZIP file. With the exception of the Excel backup copy of the Financial Proposal, submitting the required documents in Word or Excel format will result in the disqualification of the proposal.

- The total size of attachments must not exceed 4 MB per email. If the documentation exceeds this limit due to file size, the proposal may be sent in multiple consecutive emails, provided that the following condition is met to ensure complete receipt of the information: The subject line of each email must specify the sending sequence. (Example: Tender [Code/Name] - [Company Name] - Email 1 of 3, Email 2 of 3, etc.).

  The first email in the sequence should include in the message body an index or detailed list of all the attachments distributed in each of the emails, which will allow verification of the receipt of the complete proposal.

Failure to comply with the above will result in the disqualification of the Offer.

DRC will not be responsible for failures in internet connection, servers, or any other hardware or software used by either the provider or DRC in the processing of emails.

Bids must be submitted electronically. DRC will only accept electronic bids for this process.

DRC will not be responsible for the non-receipt of bids submitted by email as part of the electronic bidding process.

VII. COMPLETING THE OFFER FORM

A. Quoted prices
Any discount offered must be included in the Offer.

B. Currency
The offer currency must be US dollars (USD). No other currencies will be accepted.

C. Language
The Offer format, and all related documents in this Terms and Conditions, must be in Spanish.

D. Country of Origin
N/A

E. Presentation
Bids must be clearly legible. Any erasures, corrections, or alterations must include the initials of the bidder. Do not submit blank pages within the bid form or unnecessary schedules. All bids must be signed by a duly authorized representative of the supplier.

F. Validity Period
Offers must be valid for a minimum period of ninety (90) days from the closing date of the Offer. The DRC reserves the right to determine, at its sole discretion, the validity period with respect to Offers that do not specify any minimum or maximum limitations.

VIII. ACCEPTANCE
DRC reserves the right, at its sole discretion, to deem invalid or unacceptable any offer that: a) is unclear; b) is incomplete in any of its materials, such as specifications, delivery terms, quantities, etc.; or c) is not submitted in the offer format. DRC also

reserves the right to accept or reject any amendment, withdrawal, or supplementary information submitted after the closing date and time of the tender documents.

IX. CONTRACT AWARD

This tender document does not obligate DRC to award or pay any costs incurred in the preparation or submission of bids, or costs incurred in conducting preliminary studies necessary for bid preparation, or costs incurred in procuring goods or services. Any bid submitted will be considered a proposal made by the bidder and not an immediate award of the contract by DRC. No contractual relationship will exist unless there is a written document signed by a duly authorized DRC official and the awarded supplier.

DRC may award partial contracts or individual items. DRC will notify winning bidders of its decision regarding their bids as soon as possible after the bid opening. DRC reserves the right to cancel any tender, reject any bid in whole or in part, and award any contract.

Once the contract is awarded, it will have an initial duration of six (6) months, with the possibility of being extended or renewed for additional periods, subject to the satisfactory performance of the supplier, budget availability and mutual written agreement between the parties.

Suppliers who fail to comply with the terms and conditions of the contract and subsequent purchase orders, including the delivery of materials different from those stipulated in their offer or that do not meet the agreed specifications, may be excluded from future DRC bidding processes.

XII. CONFIDENTIALITY

This specification document is confidential and the property of DRC. It contains privileged information, some of which may be copyrighted, and is provided to bidders on the condition that no part of this document, or any information concerning it, may be copied, displayed, or supplied to another party without the prior written consent of DRC, except that bidders may need to show the specifications to their prospective subcontractors for the sole purpose of obtaining bids from them. Without prejudice to the other provisions of this specification, bidders are bound to comply with the provisions of this paragraph whether or not they choose to submit bids or otherwise respond to this specification.

XIII. COLLUSIVE OFFERING AND ANTI-COMPETITIVE CONDUCT.

Bidders and their employees, officers, advisors, agents, or subcontractors must not have any connection with corrupt practices or any other similar anti-competitive conduct, in relation to:

- The preparation of offers,
- Clarification of offers,
- The conduct and context of the negotiations,
- Including final contract negotiations,

In relation to this specification or procurement process, or any other procurement process carried out by DRC with respect to any of your requirements.

For the purpose of this clause, collusive bidding processes, other anti-competitive conduct, or any other similar conduct, may include, among others, the disclosure, exchange, or clarification of information with any other bidder, person, or entity, of information (in any form), whether commercial or not, with DRC, any other bidder, person, or entity, in order to alter the results of the solicitation exercise so that it may lead to a different result than the one that should have been obtained originally through the competitive process.

XIV. INAPPROPRIATE HELP

The offers that, in DRC's own opinion, have been compiled:

- With the assistance of current or former DRC employees, or current or former DRC contractors in violation of their confidentiality obligations or by using information that is not generally available to the public or that may have a non-competitive benefit.
- and/or internal DRC information that is not available to the public or other bidders,
- Those who fail to comply with the confidentiality obligation to DRC, or who act contrary to these terms and conditions for issuing an offer, will be excluded from future consideration.

Without limiting the operation of the preceding clause, a bidder shall not, in the absence of prior written authorization from the DRC, allow a person to contribute to or participate in any process related to the preparation of a bid in the procurement process, if during the last 6 months immediately preceding the issuance of this specification, the person was a worker, advisor, official or employee, or was otherwise linked directly or indirectly with the DRC in the planning or preparation of the requirement, project or activity related to this specification.

XV. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The bidder declares and warrants that neither he, on his own behalf, nor any of his potential subcontractors are linked to any form of corruption, defined by the DRC as the misuse of acquired power to obtain a particular benefit.

This definition is not limited to interactions with public officials and encompasses both actual and attempted corruption, as well as monetary and non-monetary corruption. This definition includes, but is not limited to, corruption in the form of facilitation payments, bribes, gifts constituting undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery and imitation of documents, and financial or acquisition fraud. No offer, payment, consideration, or benefit of any kind that could be considered an illegal or corrupt practice shall be made, promised, sought, or accepted—directly or indirectly—as an incentive or reward in connection with DRC-funded activities, including bidding, awarding, or contract performance. The DRC reserves the right, without prejudice to any other right or remedy at its disposal, in accordance with any violation of this clause, to immediately reject the submitted offer, and to take further action, civil and/or criminal, as appropriate.

The bidder agrees to assertively communicate the DRC's Anti-Corruption Policy to all involved third parties. Furthermore, the bidder agrees to immediately inform the DRC of any suspicion or information received from any source alleging a violation of this policy by contacting the competent contact in the specific country of operations through the portal www.drc.dk/where-we-work , or through the DRC Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism . Suspected corruption reports may be sent directly to the DRC's headquarters via email c.o.conduct@drc.dk

XVI. CONFLICT OF INTEREST

The bidder must personally, and on behalf of all its employees, officers, advisors, agents or subcontractors, ensure that they do not place themselves in a position that could, or does, give rise to an actual, potential or perceived conflict of interest between the interests of the DRC and the interests of the bidder during the bidding process.

If, during any phase of the bidding process or during the performance of any contract with the DRC, a conflict of interest arises or is likely to arise, the bidder shall notify the DRC immediately in writing, explaining all relevant details of the situation, including instances where the bidder's interests conflict with those of the DRC, or instances where an officer, employee, or person under contract with the DRC appears to have an interest in any of the bidder's business or any economic ties with the bidder. The bidder shall take such steps as the DRC may reasonably require resolving or address the conflict to the DRC's satisfaction.

XVII. WITHDRAWAL/MODIFICATION OF OFFERS

Requests to withdraw an offer will not be accepted after the offer closing period.

Withdrawing an offer may result in the suspension or removal of the offeror from the DRC supplier list.

The bidder may modify their offer before the closing date of the tender specifications. Such modification must be sent and notified in writing to the following email address: **tender.ve@drc.ngo** identified with the original number of the specifications.

XVIII. LATE OFFERS

All offers received after the closing date will be rejected.

XIX. OPENING OF THE TENDER

The bidding process will open on Dec**ember 08, 2026, at 9:00 a.m.** in a **private, internal session** led by the DRC Evaluation Committee. There will be no public opening of bids or in-person bid opening.

Any attempt by a bidder to influence the evaluation committee in the process of examining, clarifying, evaluating and comparing bids, to obtain information on how the process is being conducted or to influence the DRC in its decision regarding the award of the contract will result in the immediate dismissal of the bid.

XX. CONTRACT CONDITIONS

All bidders must acknowledge that the General Conditions for the Contract for the Acquisition of goods or services from DRC, as the case may be, are acceptable.

XXI. CANCELLATION OF THE TERMS AND CONDITIONS

In the event of the cancellation of the tender specifications, the bidders will be notified by the DRC.

The terms and conditions may be cancelled in the following situations:

- When there is no offer that meets the qualitative or economic requirements, no response has been received;
- When the economic or technical parameters of the project have been substantially altered;
- When there are exceptional circumstances of force majeure that make it impossible to carry out the project;
- When all technically compliant bids exceed the available economic resources; or
- When irregularities exist in the process, particularly where these irregularities impede fair competition.

The DRC will not be liable for any damages, regardless of their nature (including damages for loss of profits), arising from the cancellation of the tender, even if the DRC has been advised of the possibility of such damages. The publication of a tender notice does not obligate the DRC to implement the advertised program or project.

XXII. CONCERNS ABOUT THIS TERMS AND CONDITIONS

For any questions regarding this specification, please contact Supply **Chain Manager: roberth.borrero@drc.ngo** within the timeframe indicated in the schedule on page 1.

All questions regarding these specifications must be submitted in writing. The subject line must include the specifications number. **Bids should <u>not</u> be sent to the email address provided.**

All questions during the bidding period, as well as all associated answers, will be shared with all invited suppliers, or for open tenders published on the DRC website.

XXIII. TERMS AND CONDITIONS DOCUMENTS

This specification document contains the following:

This document

1. Annex A.1: DRC Offer Format (Technical Offer)

2. Annex A.2: DRC Offer Format (Economic Offer)
3. Annex B: Certification of recognition of Tender and Award of the contract
4. Annex C: General Conditions for the Contract for the Acquisition of goods or services from the DRC.
5. Annex D: DRC Supplier Code of Conduct
6. Annex E: Supplier Registration and Profile
7. Annex F: Legal and Constitutive Documentation

Under the DRC's Anti-Corruption Policy, bidders must maintain the highest ethical standards throughout the bidding and execution of these contracts. The DRC will reject any bid from a company where the recommended bidder is found to have links to corrupt, fraudulent, collusive, or coercive practices in the bidding process and/or contract execution.

XXIV. PURCHASE ORDERS

Following the establishment of the Framework Agreement, DRC may assign different purchase orders for the materials. For each purchase order, DRC will calculate the order amount using the approved unit prices from each supplier in the Framework Agreement and assign it to the supplier with the lowest price.

- If that supplier rejects the order, it will be assigned to the next lowest-value supplier.
- A written record will be kept of each assignment.
- DRC may use geographical proximity to the delivery area as a tie-breaking criterion.
- The supplier must confirm acceptance of the purchase order in writing within three (3) business days of notification. Failure to respond within this timeframe will be considered a rejection.
- Two unjustified rejections, or documented unsatisfactory performance, will result in a performance evaluation and may lead to the supplier's suspension from the Framework Agreement.
- Each allocation will be documented in an allocation note stating the calculated amount for each vendor and the reason for any exclusion, signed by Supply Chain and the Shelter manager, and filed with the purchase order in Dynamics.

Each purchase order will be specific to the supply and transfer of materials and will explicitly state the delivery location, scope, technical specifications, and required quantities. Payment processes and any scope changes for each purchase order will be handled as outlined in the following sections.

A. PAYMENTS:

The payment schedule for each purchase order includes:

- At the supplier's request, DRC may, at its sole discretion, grant an advance payment of **up to twenty percent (20%)** of the total purchase order value. If approved, this amount will be disbursed upon signing the purchase order .
- The balance of the purchase order, less any advance payment, will be paid by DRC to the supplier within ten (10) business days following the date of signing the certificate of delivery of the work to DRC's satisfaction.

  As a condition for this payment, the Supplier must present the delivery note to DRC, and once approved by DRC, the Supplier must present the corresponding invoice.

  If the quality guarantee retention is applied as a guarantee method (see section “Guarantees”), this payment will be for 90 % of the purchase order amount or, if an advance has been received, it will be for 70%, and the remaining 10% will be completed once the guarantee period is over if it is released to DRC's satisfaction.

All bank charges (local or intermediary) will be borne by the supplier.

B. BILLING:

The supplier will present an original tax invoice for the purchased supplies, and it must contain the following information:

- Specify a sequential number, either computer-generated or pre-printed; name or company name; company tax identification number (RIF).
- The supplier will issue a tax invoice for the work performed, completed, and previously accepted by the DRC technical team during the month. Invoices will be issued in bolivars (Bs.) and the exchange rate used will be that established by the Central Bank of Venezuela on the date of payment for the services.
- Show the value of VAT (16%) and IGTF (3%) separately (The latter when applicable).

The invoice must be issued in the name of:

COMPANY NAME: DRC Venezuela Civil Association
RIF: J500581556
TAX ADDRESS: Av. Milagro Norte Local N° 33 Conjunto Residencial Villas del Cantábrico. Maracaibo, Zulia State. Postal Code 4002.

C. Variations in quantities or scope

Once a purchase order is signed, the supplier must fulfill the items and quantities specified therein. The supplier is obligated to deliver the supplies only according to the scope, technical specifications, quantities, and other contractual documents provided by DRC for the issuance of the purchase order.

Consequently, the supplier may not initiate, execute or authorize on its own behalf any delivery, increase or decrease in quantities, change of materials, alteration of technical specifications, or any other variation with respect to the scope originally contracted, without prior express written authorization from DRC.

Any verbal instruction, technical recommendation, or request from third parties shall not constitute sufficient authorization to modify the scope of the contract. The supplier shall assume all costs, risks, and liabilities arising from any delivery made without the prior written approval of the contracting party, and shall not be entitled to any financial compensation, extension of time, or redress of any kind.

Furthermore, any approved modification that involves an increase or decreases in the contract price, or a change in the quantities or qualities of inputs, must be formalized through an addendum to the contract, duly signed by both parties before the delivery of the corresponding inputs. No modification with economic or contractual impact will be valid or enforceable until it has been formalized through the corresponding addendum.

XXV. GUARANTEES

b) **Third-Party Liability Insurance Policy** , with an insured sum equivalent to thirty percent (30%) of the contract amount, valid throughout the execution of the purchase order and up to six (6) months after its final receipt.

b) **Quality and proper delivery guarantee:** In order to guarantee the quality of the supplies delivered and the timely delivery, in good condition and within the agreed time, the supplier must present one of the following guarantees:

- A **Good Quality and Good Execution Bond** for an amount equivalent to ten percent (10%) of the total value of the contract, valid for six (6) months from the provisional receipt of the purchase order
- Accept a **guarantee retention** equivalent to ten percent (10%) of the total value of each payment made under the contract. This retention will be maintained for a period of six (6) months from the provisional receipt of the purchase order and will be released once this period has ended, provided that no defects, receiving errors, or outstanding non-compliance have been identified.

a)

Penalties for delay. For each calendar day of unjustified delay in the delivery of supplies with respect to the deadline of the purchase order, DRC will apply a penalty of zero point five percent (0.5%) of the order amount.

- The penalty will be capped at ten percent (10%) and will be deducted from the final payment.
- Once the limit is reached, DRC may terminate the purchase order and the Framework Agreement.
- No penalties will be applied for force majeure or for delays attributable to DRC, duly documented.

Sincerely

Danish Refugee Council