

CENTRAL TENDER COMMITTEE LAW

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PART ONE

GENERAL PROVISIONS

CHAPTER ONE:

SCOPE OF LAW AND DEFINITIONS

Article (1)

The provisions of this Law shall apply to all Ministries and other Government organs. The following are accepted:-

First: The Armed Forces and the Police concerning the duties and works which are of confidential attribute whose conditions of contracts and tenders are regulated by an Emiri Decision.

Secondly: The Qatar General Petroleum Corporation concerning petroleum industry in Qatar and abroad in all the stages of this industry including exploration and drilling for oil, natural gas and other hydro-carbon substances, production, refining, transport and storage of the aforementioned substances and any of their derivatives and by-products, as well as trading in, distribution, sale and export of these substances in conformity with Decree-Law No. (10) of year 1974 mentioned above, and in accordance with the financial and administrative regulations and rules and the controlling organizational principles in this respect, which are issued by a decision of the Council of Ministers on the basis of a proposal made by the Board of Directors of the Corporation.

Thirdly: Any other authority in whose favor a decision by the Council of Ministers is issued on the basis of a proposal made by the Minister of Finance.

Article (2)

Contracts of Public Works, contracts of works, contracts of services, contracts for the supply of articles and their purchases shall be concluded through Tenders subject to the provisions of this Law. With the Emir's approval, certain contracts of consultancy and technical services may be exempted from the provisions of this Law.

Article (3)

Tenders may be general, limited or local. General tenders and local tenders are subject to the principles of publicity as regards procedure, equality and free competition.

Article (4)

The general tender is the total proceedings promulgated in accordance with the rules prescribed in this law intending thereby to approach the Tenderer who submits the best bid. It shall be either internal which shall be advertised at home or external which shall be advertised at home and abroad.

Article (5)

The limited Tender is that in which participation is confined to firms whose names are recorded in lists prepared by the Government Body concerned after inquiring into and verifying their good reputation and superiority in financial, productive and technical aspects. Such lists shall not be

considered except after the approval of the Central Tenders Committee specified in Article (7) of this Law.

This method shall not be followed except as regards tenders whose submission to the Principle of absolute competition contradicts the public interest, due to their particular nature or the circumstances under which they are concluded.

In order to follow this method the prior approval of the Minister of Finance shall be obtained in accordance with the proposal of the Central Tenders Committee.

The Central Tenders Committee shall address the invitation for participation in the limited tender.

Besides that, all the provisions regulating the General tenders shall apply to the limited tenders whether they are Local or Abroad.

Article (6)

The Local Tender is a sort of General tender the value of which shall not exceed (1,000,000) One million, Qatari Riyals, whether in respect of supply of articles or contracts of works. Participation in such tender is confined to Local contractors, suppliers and merchants registered in Qatar Chamber of Commerce, the Commercial Register and in any other register specified by Law. Their names shall be recorded in special lists to be prepared by the concerned Government bodies. Such lists shall not be considered except upon approval of the Central Tenders Committee and the Confirmation of the Minister of Finance.

PART ONE

GENERAL PROVISIONS

CHAPTER TWO:

CENTRAL TENDERS COMMITTEE

Article (7)

A committee, called "The Central Tenders Committee" shall be established and shall be attached directly to the Minister of Finance.

Without prejudice to any other competence which the Central Tenders Committee enjoys in accordance with this Law, this Committee shall have a special function of receiving the tenders, opening the envelopes containing these tenders, expressing its opinion and recommendation concerning the adjudication of the tender to the best bid. All these shall be done in compliance with the provisions and procedures specified in this Law.

Minutes shall be prepared for each meeting of this Committee where the operations and recommendations of this Committee shall be recorded. The minutes shall be signed by the Chairman and the attending members.

Article (8)

The Central Tenders Committee shall be constituted of:

- (a) The Chairman, a Deputy Chairman and at least six members amongst whom shall be a representative of the Department of Financial Affairs in the Ministry of Finance, and a representative of the Department of Legal Affairs in the Ministry of Justice, for a period of

three years subject to renewal. Their appointment and remunerations shall be fixed by Emiri-Decision issued upon the proposal of the Minister of Finance.

(b) A member representing the Government body for whose account the tender has been invited.

A member of the State Audit Bureau as observer shall attend the meetings of the Committee to give opinion on tenders in accordance with the provisions of the Law establishing the State Audit Bureau.

The Committee shall have a Secretariat which shall be organized and staffed in accordance with a decision issued by the competent authority in pursuance of a proposal by the Minister of Finance.

Article (9)

For the validity of the meeting it is stipulated that at least six of the members of the Committee, including the Chairman or his deputy, shall be present. The Committee shall issue its recommendations by a majority of two-thirds of its present members.

PART TWO

GENERAL TENDERS

CHAPTER ONE:

PROCEDURE OF CALLS FOR TENDERS AND SUBMISSION OF ORDERS

Article (14)

The Government body concerned shall prepare the purchase orders or the contracts of works which are requested to be executed sufficiently before the time they are needed. Due regard shall be granted to the availability of sufficient funds, well as to the accomplishment of all the elements necessary for the said orders and contracts of works such as the instructions necessary for the suppliers and contractors, the completely detailed drawings, detailed and precise lists of items, the procedure that must be adopted in the implementation of the contract, the penalties which may be imposed in case of any violation to the provisions of the contract or any delay in its execution. All this is in addition to the wording of the tender and the general conditions of the contract, so that the Tenderer shall not be in need of referring to the Government body in order to obtain the necessary information. The Government body concerned shall send the purchase or the contracts of works to the competent Ministry or to the Government body concerned for study before referring them to the Central Tenders Committee.

Article (15)

The Central Tenders Committee shall advertise the tender by way of publication in local papers and periodicals on two consecutive times with an interval between them not less than seven days and not more than fourteen days as well as through posting on the notice board at the seat of each of the Central Tenders Committee and the Government body concerned.

Advertisement abroad shall be made through the Embassies of the State.

Article (16)

The advertisement on the tender shall state the following:-

A) The body from whom the copy of the conditions, specifications, and plans of the tender are demanded and the cash consideration thereof, the date of the invitation to tender and the date of its delivery.

- B) The body to whom the tenders shall be submitted and the time fixed for their submission.
- C) Description of the article or the work required to be supplied or executed.
- D) The amount of the provisional deposit (the tender bond) and the final deposit (the performance bond) with regard to the accepted offers.
- E) Period of validity of tender after opening provided that this period shall not exceed ninety days. The tender shall remain effective and irrevocable during this period.
- F) The right of the body applying for the supply or for the contract of works, during the period of contract to increase or reduce the quantities of articles or works or their value at a rate not exceeding 20% of the value of the contract in compliance with the conditions of this contract.

Article (17)

The documents of the tender concerning the conditions of the bid, the lists of articles or the works shall be prepared before the advertisement of the notice in order to be delivered to applicant immediately after payment of the prescribed cash value to the body defined by the Central Tenders Committee.

Article (18)

The tenders shall be submitted at the time fixed for their submission to the Central Tenders Committee. They shall be signed by their respective Tenderers on the form of tender which is stamped with the seal of the body applying for the tender. The schedules attached to the tender shall be placed inside sealed envelopes duly marked with the name of the tender, its number, and the date of the sitting fixed for opening the envelopes and the address of the Central Tenders Committee.

The envelopes shall be deposited in the tender box prepared for this purpose, by the Tenderer or his representative subsequent to the signature of the competent officer on every envelope and after recording the date and time of receipt. The Tenderers who are abroad may send their offers by registered mail provided that their tenders are received by the Central Tenders Committee before the time fixed for closing the box.

Article (19)

At the seat of the Central Tenders Committee, two boxes shall be assigned, one of which shall be for tenders for General works, and the other for tenders for supply of articles.

Each of the two tender boxes shall have two keys. The Chairman of the Committee or his Deputy shall keep one key while the Secretary of the Committee shall keep the other key.

The size of the box should be sufficient and suitable to contain all tenders envelopes. The slot of the box shall be wide enough to permit depositing of envelopes, and the box shall be made in a manner not to allow taking out the envelopes through the slot after inserting them into the box.

In case of receiving tenders for contracts of works, or supply of articles enclosed in parcels which are impossible to deposit into the tender box, such parcels shall be kept in a safe, prepared for this purpose, at the seat of Central Tenders Committee. The safe shall have two keys one of which shall be kept by the Chairman of the Committee or his Deputy and the other one shall be kept by the Secretary of the Committee. The parcel shall be signed by the Chairman of Central Tenders Committee or his Deputy in addition to the official concerned.

Article (20)

Tenders shall be bound to comply with the conditions stated in the tender documents and to write the tenders on the prescribed form in compliance with what is mentioned in these conditions and documents. Moreover they shall not perform any amendment whatsoever in the tender documents.

Any tender contravening these provisions shall be considered null and void unless the committee unanimously accepts it due to considerations touching public interest.

If the tenderer wishes to put down special conditions or to perform modifications. He must do that in a letter which shall be enclosed to the tender and that he shall refer to this letter in the body of the tender.

Article (21)

The prices of all tenders shall be shown in Qatari currency unless the tender documents provide otherwise. Tenders priced in any other currency may be accepted by the Committee if it is unanimously of opinion to do so for reasons touching the public interest.

The total price shown in the form of the tender is the price that shall be taken into consideration. No attention shall be given to the other figures or to any errors committed by the tenderer in calculating his total price. He shall not be allowed to perform any modification to this price after submitting his tender.

If the error is exceeding five percent of the total price, the tender shall be excluded unless the Committee is unanimously of opinion to accept it for reasons touching the public interest.

If the amount written in letters is different from the amount written in figures, the lesser amount shall be considered

Article (22)

Tenders shall not be accepted unless they comprise the fixed total prices.

Article (23)

The tenderer shall not be a member in the Central Tenders Committee nor in the Government body applying for the tender.

If any prohibitive cause occurs to the member during his membership in the Central Tenders Committee he shall relinquish and abstain from participating in assessing the tenders in which he has any interest.

The expression shall also mean the partner, the agent, the official and the member of the board of directors of the establishment or firm which is a tenderer and any other person who has any interest in the tender.

Article (24)

If the conditions of a tender provide for supplying samples of the ordered articles, the tender shall not be accepted unless it is accompanied with the samples or with a statement showing that they were delivered to the destination indicated in the conditions of tender.

CHAPTER TWO:

TENDER BOND (PROVISIONAL SECURITY)

Article (25)

The tender bond shall be deposited with every tender in compliance with what is stated in the conditions of the advertised tender. This security shall be a lump sum fixed by the Government body concerned.

The Central Tenders Committee may exclude the tenders not accompanied with the tender bond.

The tender bond shall be guaranteed by a bank cheque accepted for payment or by a bank letter of guarantee accepted and unconditional. The letter shall be valid for payment in whole and the period of its validity shall be renewable on the demand of the Central Tenders Committee without taking into account the opposition of the tenderer. Moreover the period of its validity shall not be less than thirty days after the termination of the period fixed for the validity of the tender.

Article (26)

The tender bonds shall be returned to their owners after the tenderer whose tender has been accepted, has deposited the performance bond.

CHAPTER THREE:

OPENING OF ENVELOPES AND THE TECHNICAL TEST

Article (27)

The slot of the tender box shall be closed at the time fixed in the tender documents and shall be sealed with red wax. Any tender produced after the time fixed for closing the tender box shall not be taken into consideration.

Article (28)

The tender box shall be opened on the day and at the time fixed for this purpose, at the seat of the Central Tenders Committee where its members form a quorum. The minutes shall be prepared to prove the soundness of its seals and to ensure that no other tenders have been deposited therein.

The Chairman of the Central Tenders Committee shall open the tenders successively. The tenders shall be entered in schedules prepared for this purpose and shall be numbered and marked with serial numbers.

Article (29)

The Central Tenders Committee shall invite the tenderers or their Representatives to attend the opening of the envelopes and the reading of prices. The envelopes shall be opened on the dates fixed, whether the invitation was answered or not. The Central Tenders Committee may constitute from among its members a Committee or more for opening the envelopes. Each committee shall be composed of three members among whom shall be the Chairman or his Deputy.

Article (30)

The accepted tenders shall be referred to the Government body concerned to be studied by the technicians who shall submit their recommendations in respect thereof to the Central Tenders Committee within the period fixed by it.

If the documents were prepared by consultative technicians, they shall study the documents jointly with the Government body concerned.

Neither the Government body concerned nor the technicians shall be allowed to negotiate with the tenderers unless with a prior permission from the Central Tenders Committee subject to the provisions of Article (38) of this Law.

The Central Tenders Committee may submit its recommendations forthwith in the cases where the technical study is not needed.

Article (31)

The Central Tenders Committee may form a technical committee to study the accepted tenders alone or jointly with the Government body concerned as the Central Tenders Committee deems fit. If the Committee finds cause, it may seek the assistance of consultative experts and technicians in Qatar or abroad, after the approval of the Minister of Finance.

Article (32)

The Central Tenders Committee shall complete all the operations relating to the opening of envelopes in one meeting.

Article (33)

The Central Tenders Committee shall not be bound to accept the recommendations of the bodies provided for under Articles (30) and (31) of this Law.

The decision of the Committee which is inconsistent with the recommendations shall be issued by a majority of two-thirds of the members forming the Committee. If this special majority is not achieved the matter shall be submitted to the Minister of Finance whose decision in this respect shall be final, subject to the provision of Article (41) of this Law.

CHAPTER FOUR:

ADJUDICATION PROCEDURE AND SIGNATURE ON CONTRACT

Article (34)

The tenders committee shall meet sufficiently well before the termination of the time fixed for the validity of the tenders in order to give its recommendations in respect thereof.

Article (35)

The Central Tenders Committee shall recommend the award of the tender to the Tenderer who submitted the lowest total price of his tender fulfilled all conditions. The Central Tenders Committee in its recommendation shall observe that preference is given to the national contractor over the foreigner in accordance with the provisions and rules issued by Emir's decision upon the proposal of the Minister of Finance. Nevertheless, the Committee may recommend the award of the Tender to a Tenderer of a higher price if the price of the lowest Tenderer is unreasonably low to an extent that would not call for confidence, provided that such justifications are recorded in the minutes.

The Committee shall, before making its recommendations to award the tender, ensure the availability of funds to cover the amount of the price at which the tender shall be awarded.

If the prices are equal between two or more offers in tenders for the supply of articles, the quantities required may be split but without prejudice to the specifications and the fixed dates.

Under all circumstances, the tenders for the supply of articles may be divided and awarded to more than one tenderer according to the lowest prices, but without prejudice to the specifications and the integration of the tender items.

Article (36)

If the Central Tenders Committee is of opinion to give preference to a Tenderer who offered a higher bid for reasons other than those mentioned in the preceding Article, it may submit the matter to the Minister of Finance for his decision thereon, subject to the provision of Article (41) of this Law.

Article (37)

Without prejudice to the provisions of Article (21) of this Law, if it appears, upon checking the tender that the individual prices and the detailed items are not in conformity with the total price then the latter shall be taken into consideration unless the error is in excess of the total individual prices and the detailed items in which case the correct total shall be taken into consideration.

Article (38)

The Central Tenders Committee shall not negotiate with the Tenderers concerning the modifications of their tenders after opening the envelopes. However the Committee may negotiate with them in the following cases:-

- A) If all the tenders are accompanied with reservations inconsistent with the conditions of the tender.
- B) If the period of validity of the tenders has elapsed due to exceptional circumstances. This is for the sake of extending the period.
- C) If the prices of all the tenders are higher than the market prices or the estimated value.
- D) Any other cases where the Committee is of opinion that it is necessary to contact the Tenderers after opening the envelopes.

And in all cases it is stipulated that the establishment of the negotiation shall be made by the majority of two-thirds of the members of the Committee.

Article (39)

The Committee shall seek guidance from the last prices which were dealt with locally or abroad and from the market prices. If its recommendation involves the cancellation of the tender owing to high prices, it shall insert in the minutes the earnest measures in detail which it has taken so that it became aware of the market prices.

Article (40)

The Minister of Finance may, by a reasoned decision based on a proposal by the Central Tenders Committee, cancel the tender after advertisement and before giving the recommendation in respect thereof and re-call for tender anew.

The Committee may also recommend the cancellation of the tender and re-calling for tender anew in any of the following cases:-

A) If one sole tender is submitted on some of, or on all, the articles of works.

The tender shall be considered a sole one if the tenders received with it were not satisfying the conditions. If the circumstances do not allow repeating the tender, the Committee may recommend the acceptance of the bid provided that such recommendation shall be accompanied with a detailed memorandum in this respect.

B) If the value of the best offer greatly exceeds the market value.

C) If all the tenders or the majority thereof are accompanied with reservations.

Article (41)

Subject to the period of validity of the tender, the recommendations of the Central Tenders Committee shall be approved by the Minister of Finance. If the value of the tender exceeds O.R.50/- million, it must be approved by the Emir on the basis of the proposal of the Minister of Finance.

In all cases the successful tenderer (to whom the tender is awarded) shall be notified through the registered letter or through any other safe means of notification within one week, at most, from the date of approving the tender, subject to the period of validity of the tender. He shall also be requested to pay the performance bond (the final security).

Article (42)

If the owner of the successful (approved) tender does not deposit the performance bond during the period provided for in the conditions of tender, the Central Tenders Committee may recommend to cancel his tender and confiscate the provisional security (the tender bond) and impose any of the penalties referred to under Article (44) of this Law.

Article (43)

The Government body which initiated the project shall, through a registered letter or through any other secure means of notification, request the successful tenderer to attend at its office to pay the final security (the performance bond) and sign the contract within the period which it defines. If he fails to attend at the fixed time, he shall be considered that he has withdrawn.

The tenderer shall not be considered a contracting party except from the date of signature on the contract. The contract shall not be signed before the approval of the Minister of Finance.

Article (44)

If the tenderer fails to sign the contract on the fixed date or if he withdraws for any other cause without any strong reason accepted by the central tenders committee he shall be liable for any of the following penalties: -

- 1) Warning.
- 2) Lowering his category.
- 3) Striking-off his name from the Register for a certain period or permanently.
- 4) Confiscation of the final security (the performance bond).

These penalties shall not violate the various contractual rights Of the Government body concerned in accordance with the terms and conditions of the contract.

A decision by the Minister of Finance shall be issued imposing these penalties on the basis of a proposal by the Central Tenders Committee.

Article (45)

The Tenderer shall be called to attend before the Central Tenders Committee to hear his statement concerning what has been attributed to him before the issue of the decision imposing the penalty. He may attend in person or through his agent. His non-attendance shall not impede the issue of the decision.

The Tenderer may complain against the decision to the Minister of Finance within seven days of its issue. The decision of the Minister in this concern shall be final.

Article (46)

In case of withdrawal of the successful Tenderer the Central Tenders Committee, shall, in accordance with the request of the Government body concerned consider the recommendation to cancel the tender, or to recall for a new tender or the possibility to award same to the Tenderer who is the next in price in accordance with the provisions of this Law.

PART THREE:

PROCEDURE FOR LOCAL TENDERS. NEGOTIATION DIRECT PURCHASE AND CHARGING

CHAPTER ONE:

LOCAL TENDER

Article (47)

A Committee which shall be named "the Committee of Local Contracts" shall be established in the Ministry of Public Works. This Committee shall be formed in the following manner:-

- 1) Six members among whom shall be the chairman and the deputy chairman. They shall be appointed by the Minister of Public Works.
- 2) A member from the Ministry or the government system to whose favour the tender is invited shall be appointed by the Minister or the competent superior.
- 3) A member from the Central Tenders Committee who shall be appointed by the head of that Committee.
- 4) A supervising member from the State Audit Bureau shall attend the meetings of the Committee in conformity with the provisions of the law of the State Audit Bureau. He shall not have a counted voice in the discussions.

The Committee shall have competence to open the envelopes and to decide on the tenders pertaining to the contracts of works, the estimated value of which shall not exceed the sum of one million Riyals.

The recommendations of this Committee shall be submitted to the Minister of Municipal Affairs and Agriculture for their authorization. A copy of these recommendations shall be submitted to the Ministry of Finance.

Article (48)

A Sub-Committee shall be established by a decision of the Chairman of the Central Tenders Committee which shall be called the "Local Tenders Committee", and shall perform the functions of opening the envelopes and of deciding on the tenders pertaining to the supply of articles of a value not exceeding one million Riyals. This Committee shall be constituted as follows:-

- A) The Deputy Chairman of the Central Tenders Committee Chairman.
- B) A Deputy Chairman and three members to be appointed by the Chairman of the Central Tenders Committee.
- C) A representative of the Government body concerned for whose account the tender has been let.

The meetings of the Committee shall be attended by a member of the State Audit Bureau as observer to give opinion on the Tenders in accordance with the provisions of the Law of the State Audit Bureau. The Committee shall pass its resolutions by the majority of votes of the attending members. In case of equal votes, the side of the Chairman shall prevail.

The Committee shall submit its recommendations to the Minister of Finance for approval.

Article (49)

The two Committees referred to under the preceding two articles shall follow, in performing their duties, the following procedure:-

- 1) To invite the tenderers to bid through a registered letter or through any other secure means of notification. The letter shall clarify in detail the conditions of the tender, its specifications, last date for delivery and any other necessary information.
- 2) To receive the tenders in accordance with the provisions embodied in this Law.
- 3) To open the envelopes and to record the details of the tenders in detailed lists after numbering them in the form of an ordinary fraction whose numerator shall be the number of the tender and whose denominator shall be the total number of tenders.
- 4) The Committee may, during its sitting, request the tenderers to produce samples which the Committee finds necessary. The Committee may retain such samples temporarily for comparing them with the articles to be supplied. The samples shall be returned to their owners soon after the proceedings of supply terminate. The Chairman of the Committee shall sign on these samples.
- 5) To give its recommendation on the tender on the day and at the time fixed by the Chairman of the Committee.
- 6) If it appears, after opening the envelopes, that the prices are higher than (1,000,000) -million Riyals, they shall be enveloped and duly signed by the Chairman of the Committee, and referred to the Central Tenders Committee to give its recommendation in respect thereof .

- 7) The recommendation of the Committee shall be recorded on the detailed tender lists with no need to do independent minutes embodying the discussions and recommendations of the Committee.

CHAPTER TWO:

RIVATE CONTRACT AND DIRECT PURCHASES

Article (50)

Mumarasa is all the proceedings which are performed, in compliance with the provisions of this Law, among a number of suppliers recorded in the commercial register. Such suppliers shall not be less than three who shall have the articles demanded locally or who shall perform the works which are required to be done.

As regards the direct purchase, it is all the proceedings according to which direct contracting is accomplished on works demanded or articles specified.

Article (51)

1. The Government body concerned, subject to the approval of the Central Tenders Committee, may contract by way of mutual agreement or by direct order in respect of contracts of works and supply of articles, the value of which not exceeding (100,000) One hundred thousand Riyals, in the following cases:

- A) The works required to be done and the articles required to be purchased for trial or testing.
- B) Animals, poultry and plants of various kinds which are required for purposes other than nutrition.
- C) The articles which must be tested and purchased from the place of their production due to their characterized nature and where there is no substitute for same.
- D) Contracts in respect of which no offers were submitted as tenders or where offers were submitted at prices which are not acceptable and the need for same does not allow re-invitation for another tender.
- E) Mutual agreement confined to technicians or rare specialists in works required to be performed in accordance with the general rules defined by the competent authority.
- F) Contract the value of which is so meager that would not justify the expenses of the tender and its proceedings.
- G) Urgent cases which are characterized by the mark of urgent need.

In all cases it is not allowed to split the one deal into many deals so that the value of each deal shall be within the limits of the amount referred to in the first paragraph of this Article.

2. In excess of the financial limits outlined or the cases specified in the proceeding paragraph of this Article, if a Government body considered that the public interest dictates following the procedure of purchase by mutual agreement or by direct order, it shall submit the matter to the Central Tenders Committee for agreement on the special procedure to be followed by it.

3. The Central Tenders Committee in collaboration with the ministries concerned shall prepare unified specimen forms and procedures for purchase by mutual agreement, and another set for purchase by direct order. The specimen forms shall be inclusive of the general conditions of

contract and the penalties for their contravention. Such specimen forms shall be sanctioned by a decision of the Minister of Finance, which shall not be effective except upon approval by the Council of Ministers.

Article (52)

The Government body concerned may enter into contract directly with one Local contractor or more upon their acceptance in respect of contracts of works which are similar or analogous to works which has been awarded to another tenderer under the same specifications, prices and other conditions on the basis of which they entered into contract with that tenderer, provided not more than six months had elapsed from the date of award of the preceding tender.

The Central Tenders Committee shall define the procedures that must be followed by the authority who wishes to be the sole importer of articles or to be charged with the duty of performing the works other than through the way of public tenders.

PART FOUR

SALES

Article (53)

It shall not be allowed to sell the new articles from the stores to individuals or to non-Governmental bodies unless after obtaining the approval of the Minister of Finance.

Article (54)

The following articles may be sold with the approval of the Minister of Finance:-

- 1) Articles which are unserviceable.
- 2) Articles which are subject to deterioration.
- 3) Articles which are no more used.
- 4) Articles which are surplus to requirement.

Article (55)

Subject to the provisions of the preceding two articles, the sale of articles whose value is estimated to be Q.R.300,000/- or more shall be conducted through the Central Tenders Committee and those whose value is less than that shall be conducted through the Local Tenders Committee. This is subject to the provisions of this Law and in the manner shown in the following articles.

Articles (56)

Sales shall, in all cases, be conducted by way of public auction or by sealed envelopes.

Article (57)

A committee shall be formed, by a decision from the Minister of Finance, to inspect the articles intended to be sold and to estimate their value before offering them for sale.

The market prices and the price of previous sales may be sought as a guide for this valuation which shall be considered as a basic value of sale and shall remain confidential.

Article (58)

The advertisement for the sale of articles shall be conducted in the same manner of advertisement defined in respect of general tenders. The advertisement shall show the articles intended for sale, their details, the date and place fixed for making the auction, and the manner of delivery.

Article (59)

Every bidder shall pay in cash or by a cheque acceptable for payment, a preliminary security. This security shall be a lump sum which shall be defined by the Government body concerned.

Article (60)

The person to whom the bid is awarded shall pay the value of the articles in whole within seven days as from the day succeeding the date on which his bid was awarded. If he delays without any acceptable excuse the security shall be forfeited. In this case, the competent committee may according to circumstances award the bid to the next bidder in price or advertise again for another bid.

Article (61)

The person to whom the bid is awarded shall receive the articles sold within fifteen days from the day succeeding the date of settling the price. If he delays without any acceptable excuse he shall pay a demurrage (storage dues) at the rate of 1 % of the value of articles which have not been received per every day of delay for a maximum period of fifteen days. After this date the articles shall be sold by auction at his own expense and the security shall be forfeited and he shall bear all the expenses accruing there from.

Article (62)

If the result of the auction did not reach the minimum extent which had been defined by the "Committee of Inspection and Valuation" and the articles offered for sale did not deteriorate by lapse of time, the sale shall be deferred for another sitting which shall be advertised later.

The provisional securities shall be returned to their respective owners immediately after the bid had been awarded. The tenders committee shall, in the next sitting, decide what it finds suitable.

INSTRUCTIONS TO TENDERERS

1. The Tenderer must adhere to the conditions stated in the Tender documents and write the bids on the Tender form in accordance with the provisions of these conditions and documents. Any tender that does not comply with these provisions shall be considered null and void.

2. The Tenderer must return the original Tender documents filled in with the required information without any alterations. Should there be any comments, qualifications, reservations or amendments, they must be stated in a separate letter attached to his bid and indicated on the enclosed bid.

3. The bids must be submitted in one original and two separate copies in one envelope. The words 'Original' and "Two copies" must be clearly written on them.

4. When submitting his bid the Tenderer shall comply with the specification and conditions as listed and enumerated in the tender documents without any alterations.

5. The Tenderer may submit alternative bids in addition to the Original bid should the tender documents so stipulate and if the bidder deems it to be in the interest of the work or the project financially, technically or with respect to completion period or for any other consideration. These bids will be presented in the separate envelope in the same manner as the original bid and in the same number of copies as the original tender documents. Any alternative bid which is not priced on the specified bills may be rejected and all alternative technical proposals must be priced and detailed in a manner that would allow for a comprehensive evaluation of the offer.

6. Bid must include the following:-

- a) A full description of each part of the proposed equipment -their design, fabrication materials, mode of operation and other information.
- b) The name of the manufacturing Company and the country of manufacture.
- c) The characteristics and complete data on performance as stated and detailed in the manuals.
- d) The time table for completion and delivery shall be clearly stated with definite dates, if no date for delivery is provided for in the tender documents.
- e) A qualification letter.
- f) The completed tender form
- g) The weight of the main components involved in the supply and installation operation, and their mode of lifting and loading.
- h) Drawings if required
- i) The Tender Bond.

7. Tender Bond shall be enclosed with the bid in the form of guarantee or a Bank certified by cheque issued by one of the approved banks in Qatar. It must be unconditional and valid for 120 days as from the date of opening of the tender. The Committee reserves the right to exclude any bid which does not include the required Tender Bond.

8. Each Tenderer must demonstrate on all copies, which he and his employees had previously supplied or executed other similar works, together with evidence that these works have continued to be successfully operative for a period of time, to be also specified.

9. Should there be any erasure or scratching out on the bid, it must be signed by the Tenderer and stamped with the stamp of the company or the establishment.

10. Prices and their particulars must be typed or written in ink and should not be written in pencil. All pages of the bid, especially those containing the total prices and their items, must have the stamp of the company or establishment affixed to them.

11. In case of any difference, ambiguity or discrepancy between the original and other copies of the bid, the original document shall prevail.

12. The Tenderer is responsible for the provision of equipments and tools required for the completion of the work on his own account, and shall take all necessary precautions for the

execution of the work according to the contract. The Government authority is not responsible for any negligence, failure or mistake in this respect.

13. The bid must be handed over to the committee's Secretariat before being deposited in the box so as to be stamped with the receiving stamps. Indicating the hour and date of receipt.

GENERAL TENDERS CONDITIONS

1. Prices shall be quoted in Qatar Currency, unless otherwise stipulated in the tender documents.

2. Prices shall be valid for 90 days from the date of opening of the Tender.

3. The bid must include fixed lump-sum prices. and must be including all expenses such as entailing transportation, insurance, Custom duties. Taxes and other expenses incurred until the place of delivery specified in the tender documents.

4. The Tenderer must submit a list of spare part prices if so stipulated in the tender documents, and state the amount of annual consumption, provided that these prices are maintained during the period specified in the tender documents.

5. All items stated in the bill of quantities must be priced and the lump-sum price quoted in the tender form will be considered as including the prices of all the required items.

If certain items are not priced, the Tenderer shall nevertheless, be obliged to supply such items, and shall be considered to have taken in his account, such items when submitting his lump-sum price; unless the Tenderer gives sufficient reasons for non pricing of such items. In the event of partial award of tender, the Tenderer who has not priced such items. shall be considered as abstaining from tendering with respect to such items.

6. The total price quoted in the tender form shall only be considered. No attention shall be given to any other figures or errors committed by the Tenderer in calculating his total price. The Tenderer shall not be allowed to make any amendments to his price after submitting his tender. Should the arithmetic error exceed 5% of total price, the tender shall be excluded unless the Committee decides to accept it for reasons of public interest.

Should the amount stated in words differ from the amount stated in figures, the lesser amount will be endorsed.

Without prejudice to the general principle of accepting the lump-sum price, and if it was ascertained after examining the bid that the individual prices and their items did not correspond to the lump-sum price, the lump-sum price would be endorsed, unless the error therein involved an increase over the total of the individual prices and their items, in which case the correct total would be endorsed.

7. The Tenderer must support his bid with the necessary catalogues or drawings or illustrative maps to confirm that his bid conforms to the technical specifications. Should the tender documents call for the submission of a specimen, it must be presented to the party calling for tenders or any other party stipulated in the tender documents; against a receipt to be attached to the tender documents upon delivery.

The Committee reserves the right to exclude the bid if it does not include the required specimens, catalogues or illustrative drawings.

8. The necessary insurance, covering all risks, shall be effected with a national insurance Company operating in the country.

9. The Tenders Committee reserves the right to discard any bid whose presenter is not registered in the Commercial Register at the Ministry of Finance and the Qatar Chamber of Commerce and other registers. The Committee may also exclude any bid that does not abide by the provisions of the Commercial and economic laws and the provisions of the law of Boycott of Israel applicable in the State of Qatar

10. The Tenderer may not withdraw his offer or amend his prices after the closing date of the tender and he shall be committed to the prices and conditions stated in his bid before the amendment. In the event of his withdrawing his offer he shall be subject to the application of provisions of Article No.44 of Law No.8 of the year 1976 concerning the organization of Tenders and Public Auctions.

- a) Warning.
- b) Reduction in grade of Classification
- c) Omission of his name from the register for a definite period or permanently.
- d) Confiscation of tender bond.

11. The Tenders Committee shall have the right to award the whole tender or part of it to one or more Tenderers if it is deemed by the committee that such action will serve the public interests.

12. Party calling for supply of materials or works reserves the right, during the period of contract, to increase or decrease the quantities and amount of materials or works and their value up to 20% of the contract value in accordance with the conditions and prices of that contract.

13. The Tenderer who has been awarded the tender must, following his notification by the Tenders Committee, immediately and in coordination with Government party concerned and submit the performance bond, and complete the necessary arrangements and sign the contract. This must be completed within one week from the date of notification of the award. Should the Tenderer fail to submit the Performance bond within the period specified in the conditions of the Tender, the Tenders Committee may recommend the cancellation of his bid and the confiscation of his tender bond and levying upon him the penalties provided for in the Law of tenders.

14. The Tenders Committee reserves the right to exclude any bid without assigning any reason for doing so.

15. In shipping the commodities supplied in accordance with the tender, priority must be given to national Qatari Navigation Companies, followed by the United Arab Navigation Company, in accordance with the conditions stated in the announcement issued by the Ministry of Finance 17.6.1402 AH, and published in the official Gazette, issue No.3 of 21 Jumada 11 of 1402 AH. Supplier undertakes to use Qatari Air-crafts in transporting of the required equipments and materials if the contract requires such a method of transportation or supplier intends to use such method according to circular No.1 /14/86 issued by the Ministry of Communications and Transportation.

16. The Tenderer undertakes to complete and deliver all works and materials as per the dates specified in the tender documents which shall commence from the date of coming into force of this contract upon the date of signature by both parties.

17. The Government party concerned shall designate an individual to supervise the execution of the works, and the tenderer must comply with the instructions given to him in this respect.

18. The delivery of materials and the completion of works must be made at the time and Location specified in the tender documents in the presence of a representative of the Government party

concerned provided that such materials and works are in accordance with the specifications and prices submitted in the bid and that they are supported by the following documents:-

- a) Invoices of the supplied materials.
- b) A detailed list showing every item supplied or executed and the price thereof.
- c) A notice of execution and delivery.
- d) A bill of lading duly signed according to recognized rules.
- e) A copy of the insurance policy covering the materials.
- f) A certificate of origin endorsed by the local Chamber of Commerce of the country exporting the materials.
- g) A certificate by the supplier confirming that the items have not been manufactured in Israel and that any of the components thereof have not been manufactured in Israel.
- h) If the items were manufactured in West Germany, the above mentioned certificate must indicate that these items have no relation to indemnities that are being paid in Germany to Israel.
- i) A certificate confirming that the vessel on which the items have been shipped is not on the Israel Boycott Blacklist and that it shall not pass through or anchor at any Israeli port.

19. The Contractual amounts will be paid in the following manner. Unless otherwise stipulated in the tender documents.

a) Conditions of payment of the value of equipment and machinery:

- 80% of the value of equipment will be paid upon the arrival of the equipment to the site against the shipping documents and acceptable bank guarantee that must be valid until the final acceptance certificate has been issued.
- 10% of the value of equipment will be paid after the presentation of the acceptance certificate.
- 10% of the value of equipment will be paid 12 months after the issue of the final Acceptance certificate.

b) Conditions of payment of installation expenses:

- 90% of the value of installation costs will be paid in instalments the value of each being proportional to works correctly completed, as certified by the authorised engineer .
- The remaining 10% of the installation value will be paid 12 months after the issue of the final acceptance certificate.

c) As regards Tenders for supply of other materials, 10% of the total contract price shall be retained as guarantee for maintenance. This amount shall be paid to the supplier after the expiration of the maintenance period as stipulated according to the nature of the required materials.

d) As regards items not requiring installation nor commissioning and commercial convention don't require any guarantee not warrantee, payment shall be made in full upon delivery.

20. Supplier should deliver the Materials and install the Machinery, Tools or Equipments within the specified delivery period. In event of delay, he shall be liable to a fine of 1% of the total price of the contract per day/week or part of a week. The amount of the penalty imposed shall not exceed 10% of the total price of the contract.

21. The Government party concerned shall through the competent branch, inspect the materials and examine the works executed to ascertain whether they conform to the specifications. If the materials and works are found to be conforming to specifications, the contractor shall proceed with the execution. The government party concerned shall have the right to reject any materials or works which do not conform with specifications, and the Tenderer shall bear the consequences of such rejection due to his non-compliance with the specifications of the tender. The Tenderer shall remove the rejected works and materials, and withdraws the equipments from site within 15 days from the date of inspection. Failing to do so shall oblige the supplier to pay demurrage charges at the rate of 1/2% of the value thereof for every day of delay up to 30 days, after which the government party concerned shall be entitled to sell them and deduct from the proceeds all charges and expenses incurred. The Government party concerned shall not be liable for any damage which may occur to such items for any reason whatsoever until the date of their sale or withdrawal by the Tenderer .

22. The contractor shall be responsible for any latent defects that may appear in the supplied materials or equipment or in the installation thereof after the final acceptance of the project if the Government party concerned realized that these defects have not been discovered because of deception committed by the Tenderer.

23. The contractor must ensure the supply of the spare parts necessary for the instruments, equipment and machinery for the period of (To specify the Period in years)

24. The contractor himself shall execute the contract and he may not assign it wholly or in part, or authorize any other person to execute it without the written consent of the Government party concerned and in the event of approving the assignment of work wholly or in part, the contractor shall guarantee proper execution by the assignee to his obligations and both the Tenderer and the assignee shall be jointly responsible for such execution. Previous rules shall be applicable on sub-letting.

25 -If the event of Second Party (Contractor) shall fail to supply the items within the time provided for in the contract or tender documents or after additional period of time granted for the supply of such items, the First Party (Government) shall be entitled to take one of the following measures :

a) Purchase the items, which the Contractor failed to supply on the contractor's expenses. Any increase in the purchase price together with penalty for delay shall be deducted from any money due to the Contractor with the Government. If the purchase price is less than the agreed price, the contractor shall not be entitled to claim the difference. The Government shall also have the right to impose and deduct penalty for delay and the Contractor shall be liable for any damages incurred by reason of such default.

b) Termination of contract and confiscation of performance bond without prejudice to the right of the concerned Government authority to claim compensation in addition to imposition of other penalties provided for in article (44) of law No 7 of the year 1976 concerning the Organisation of Tenders and Public Auction or any Subsequent Amendments).

26. In the event of the death of the supplier, his heirs may continue the execution of the contract unless personality deceased has been taken into consideration in concluding the contract or unless the heirs lack sufficient technical or financial guarantees.

27. In the event that the supplier, being a company and the company is dissolved for any reason, the contract shall terminate taking into account the provision of the relevant Law in this respect.

Should the supplier become bankrupt or insolvent or should a court judgment be passed declaring his bankruptcy upon the request of creditors, the Government may take one of the following measures:

a) Terminate the contract by formally notifying the supplier or telling the liquidator or similar person without prejudice to the right of Government to employ another supplier to complete the work without affecting the rights of others according to these conditions.

b) Give the liquidator or any other similar person the option of continuing the execution of this contract provided that he shall submit a bank guarantee for the proper execution of the contract according to the terms in the best herein contained.

28. Any Dispute which may arise between the two parties shall be exclusively settled by Qatari Courts of Justice.

29- The General Technical Conditions applied by the Ministry of Municipal Affairs & Agriculture and the General Technical Conditions applied at the Ministry of Energy, Industry, Electricity and Water will be considered complementary to these conditions in all tenders for public works.

30. Provisions of Law No.8 of 1976 and its all subsequent amendments concerning the organization of tenders and public auctions shall apply to all matters not specifically provided for in these conditions.

31. Supplier must abide by Law No.6 of 1987 concerning the unified regulations which give priority for Govt. purchases to national products and products of CCASG origin.

Note: This form is written in Arabic language and translated into English language. in case any difference or dispute shall arise in connection with the interpretation of the text, then the Arabic text shall prevail.