

**QATAR ELECTRICITY & WATER COMPANY Q.P.S.C.**

***TENDER NO. OT/12/451048***

**Supply and Delivery of Personal Protective Equipment (PPE)  
on a Call-Off Basis for a Period of Three Years**

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## **INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

### **1.0 INTRODUCTION**

Qatar Electricity & Water Company Co. (QEWCo) has issued an invitation for a Open Tender (OT) package for the **"Supply of Safety Items on Call off Basis for Three years "** stated in the attached Tender Information Sheet.

### **2.0 TENDER DOCUMENTS**

- 2.1 The composition of OT package is given in the Tender Information Sheet.
- 2.2 The Bidder acknowledges that all information, including specifications and documents, attached to this OpenTender shall remain confidential.

### **3.0 ACKNOWLEDGEMENT**

The Bidder shall acknowledge receipt of the Tender Document within 3 working days via email.

On the Bid Submission date . QEWCo will acknowledge receipt of the Tender Bid Package submitted by the Bidder or inform the participant regarding non receiving the Tender Package .

### **4.0 CONTACT BETWEEN QEWCo AND THE BIDDER**

- 4.1 From receipt of the OT until award, the Bidder shall not discuss any aspect of the tender with any QEWCo's personnel other than the Contact given on the Tender Information Sheet.
- 4.2.1 Queries received from and clarifications given to a Bidder will be communicated to all Bidders unless the subject matter relates to a Bidder proprietary idea or is commercially sensitive to him.
- 4.3 Any and all clarification requests or questions relating to the Open Tender shall be transmitted for receipt by QEWCo not later than four (4) working days before the Tender Closing Date.

### **5.0 CLOSING DATE AND TIME**

- 5.1 The Bidder's tender responses must be received at the address and by the date, both of which are on the Tender Information Sheet.
- 5.2 Extensions to the closing date/time will not be granted other than in exceptional circumstances and with the written approval of QEWCo. On those occasions when an extension is granted, all Bidders will be notified and the extension will apply to them on equal footing.

### **6.0 TENDER VALIDITY**

The tender shall remain valid and open for acceptance for the period stipulated in the Tender Information Sheet. This period commences from the tender closing date/time.

### **7.0 TENDER RESPONSES**

- 7.1 Tenders shall be accepted only from companies which are permitted to operate within the State of Qatar and who therefore hold a valid license/certificate.

- 7.2 QEWC will not be responsible for any costs or expenses incurred by the Bidder in connection with the tender or for the Bidder's cost in completing the Contract formalities.
- 7.3 QEWC will not be bound to accept the lowest or any tender.
- 7.4 The tender responses must be legible and should be in black or blue ink capable of being photocopied.
- 7.5 The Bidder should carefully read and comply with the OT package. The composition of the tender response is summarized in the Tender Information Sheet. Failure to provide the required tender responses in the manner specified and without objection or alteration, may result in the Bidder's tender being disregarded. The Bidder may submit an alternative tender as well as (not instead of) the fully compliant one. The alternative tender should be submitted in a separate envelope (or envelopes if the base OT calls for separate technical and commercial bids) clearly marked "ALTERNATIVE TENDER".
- 7.6 All documents issued in connection with this OT and all Bidders' documents prepared in response thereto shall be in the English language. Parties waive any right to deal in any language other than English.
- 7.7 The Bidder shall complete the Form of Tender, which shall then be signed by a person duly authorized to do so on behalf of the Bidder.
- 7.8 Where a Tender Bond is called for on the Tender Information Sheet, no tender will be considered unless it is accompanied by the required Tender Bond strictly in the form in the OT package and for the amount stated on the Tender Information Sheet. The bond shall be valid for the same period as for the offer validity PLUS thirty (30) calendar days. The bond shall be issued by a bank registered in Qatar.
- 7.9 QEWC may, at any time prior to the Tender Closing Date as defined in the Tender Information Sheet, modify the OT package. In such a case QEWC will inform the Bidder, in writing via a Tender Addendum, of the modification. Within 24 hours of receipt of the Tender Addendum the Bidder shall send by email an acknowledgement of receipt to QEWC at the email given on the Tender Information Sheet.

## **8.0 JOINT VENTURE**

8.1 The Tender shall be signed by all Partners so as to be legally binding on each member of the Joint Venture. The name of the signatory shall be shown in print below each signature.

8.2 A copy of the Joint Venture Agreement that has been or is intended to be entered into by the Partners shall accompany the tender.

## **9.0 CORRECTION OF ARITHMETICAL OR OTHER ERRORS**

Should the amount put in words be different from the amount put in figures, the lesser amount shall be taken.

## **10.0 NOTIFICATION OF AWARD**

By way of Letter of Award ("LOA"), QEWC shall notify the successful Bidder of its intent to award the Contract, subject to submission of the stated documentation within the period specified in the notification. The documentation shall include but shall not be limited to:

- a) Performance Bond in the form of a Final Bank Guarantee, and
- b) Necessary Insurances, as required per the Contract (if any).

Unless stated to the contrary, for the purpose of determining the effective dates of the Performance Bond and the Insurances, the date of the LOA shall be used.

If the successful Bidder fails to submit the above mentioned documentation within the specified time, QEWC shall have all the rights as set forth in Clause 11.0('Failure to sign the Contract") including the right to immediately encash the Tender Bond.

Generally, the successful Bidder will be instructed to sign the Contract after the submission of the above mentioned documentation. For the avoidance of doubt, the EFFECTIVE DATE shall be as entered on the Form of Agreement.

## **11.0 FAILURE TO SIGN THE CONTRACT**

If the Bidder retracts or withdraws its Tender during the period of its validity, or if after being instructed to do so by QEWC fails to sign the Contract on the specified date without giving an acceptable justification, QEWC may, without the need for summons or notice or other legal formalities or establishing that damage has been caused to QEWC, encash the Tender Bond and/or exercise other rights that may be stipulated in the Tender Documents.

## **12.0 RETURN OF TENDER DOCUMENTS**

Unsuccessful Bidders will be notified to this effect and called upon to return the Tender Documents and collect the Tender Bond.

The Tender Documents, including any drawings, specifications etc., forwarded to the Bidder are and shall continue to be the sole property of QEWC. If the Bidder declines to submit a Tender, or if the Bidder is unsuccessful, it shall immediately return all the Tender Documents, inclusive of any photocopies made, forthwith from the date the Bidder declines to submit a Tender or from the date it is notified that it is unsuccessful.

***TENDER INFORMATION SHEET***

## TENDER INFORMATION SHEET

<p><b>OPEN TENDER NUMBER: OT/12/451048</b></p> <p><b>Supply and Delivery of Personal Protective Equipment (PPE) on a Call-Off Basis for a Period of Three Years</b></p>	<p><b>TENDER CLOSING DATE/TIME:</b></p> <p><b>11:00 AM on:30.07.2025</b></p>
<p><b>COMPOSITION OF OT:</b></p> <ol style="list-style-type: none"> <li>1. Instructions to Bidders</li> <li>2. Tender Information Sheet</li> <li>3. Form of Tender</li> <li>4. Form of Tender Bond</li> <li>5. Form of Performance Bond</li> <li>6. Form of Contract</li> <li>7. General Conditions</li> <li>8. Specifications &amp; Schedule of Prices</li> </ol>	<p><b>COMPOSITION OF THE TENDER RESPONSE TO BE AS FOLLOWS:</b></p> <p>The tender shall be submitted in 3 sealed envelopes.</p> <p><b>Envelope:</b> To be marked ONLY as follows:</p> <p>-</p> <p style="text-align: center;"><b>OT/12/451048</b> <b>(Commercial/Technical/Tender Bond)</b></p> <p style="text-align: center;"><b>SEALED TENDER</b></p> <p style="text-align: center;"><b>DO NOT OPEN</b></p> <p><b>THREE</b> separate envelopes : -</p> <ul style="list-style-type: none"> <li>- the original signed form of Tender as Commercial Offer (<b>Separate Envelope</b>)</li> <li>- Technical Offer + Pre-Qualification Document(Hard Copy + Soft Copy) +<b>Sample (Separate Envelope)</b></li> <li>- the original Tender Bond &amp; copy of CR in Qatar (<b>Separate Envelope</b>)</li> </ul> <p>Any alternative tender or variances from the fully compliant tender shall be submitted as separate technical and commercial bids in sealed envelopes marked as above but each must also be clearly marked with “<b>ALTERNATIVE TENDER</b>”</p>
<p><b>ACKNOWLEDGEMENTS AND ENQUIRIES TO BE SENT TO:</b></p> <p>Qatar Electricity &amp; Water Co. PO Box 22046 Doha State of Qatar</p> <p>Attn. : Head of Procurement email: tenders@qewc.com</p>	
<p><b>ADDRESS FOR SUBMISSION OF TENDER</b></p> <p><b>Qatar Electricity &amp; Water Co.</b> Qatar Navigation Tower in Al-Dafna Area, Floor 48 Maysaloun Street, Building No 11, Street No 860, Zone 63 Doha - Qatar</p> <p>Attn : Chairman of Tender &amp; Purchase Committee</p>	<p><b>TENDER VALIDITY:</b></p> <p>120 calendar days from the above Tender Closing Date.</p> <p><b>TENDER BOND:</b></p> <p>Tender Bond is required for the value of QAR 27,500.00. valid for 120 days from Tender Closing Date.</p>



## ***FORM OF TENDER***

FORM OF TENDER

Qatar Electricity & Water Co.  
PO Box 22046  
Doha  
State of Qatar

Attention: Chairman of Tender & Purchase Committee

OT Number: OT/12/451048

Title: Supply and Delivery of Personal Protective Equipment (PPE) on a Call-Off Basis for a Period of Three Years

Dear Sir,

We refer to your tender and having carefully examined the documents therein, hereby Offer to provide the items in conformity with these documents, including the following Tender Addenda issued during the tender period (list each Tender Addendum number and date):

For the rates and prices detailed in our tender response in accordance with our other tender responses submitted as required by the OT package.

We agree to abide by this tender for the period stipulated under “Tender Validity” or such period as may be required under a Tender Addendum.

Yours faithfully,

For :.....

Name :.....

Signature: .....

Position:.....

Date : .....

## **FORM OF TENDER BOND**

## **FORM OF TENDER BOND**

1. The undersigned (1).....  
(Hereinafter referred to as the "Guarantor"), established at (2)  
.....represented  
by(3)..... have taken notice of the  
tender ref (4) .....  
(Hereinafter referred to as the "Tender") submitted by  
(5).....  
Hereinafter referred to as the "Bidder"), whose registered office is at  
(6).....  
....., to  
Qatar Electricity & Water Co. (hereinafter referred to as "QEWCo") a company registered  
under the laws of the State of Qatar , with its registered office at Post Office Box 22046 ,  
Doha, State of Qatar .
2. The Guarantor hereby guarantees the due performance by the Bidder of the Bidder's obligations under the Tender documents.
3. If the Bidder fails to comply with any of its obligations under the Tender documents, or if the Bidder withdraws the Tender within the period of the validity of Tender, or if the Bidder fails after receipt from QEWCo of notice of award to enter into a Contract with QEWCo, then the Guarantor hereby irrevocably undertakes on behalf of the Bidder to pay to QEWCo on first demand any sum or sums not exceeding (7)  
.....
4. Each demand by QEWCo for payment under this guarantee shall be made in writing to the following address:  
(8) .....  
The Guarantor shall promptly notify QEWCo of any changes in the above address.
5. Each demand under paragraph 4 above shall indicate the breach of the Bidder's obligations as notified to the Bidder by QEWCo.
6. The Guarantor shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder. The Guarantor shall not require QEWCo to justify the breach indicated in its demand for payment, nor shall the Guarantor have any recourse against QEWCo in respect of any payment made hereunder.
7. No alteration in the terms of the Tender made by Contract between the Bidder and QEWCo, shall in any way release the Guarantor from all or any part of its liabilities under this guarantee.
8. The Guarantor shall pay any sum demanded by QEWCo hereunder within fifteen (15) calendar days after the date of receipt of QEWCo's demand.
9. This guarantee shall remain valid until (9).....and in the event that the Bidder is notified of the award of the Contract by QEWCo, this guarantee shall in addition be valid until signature of the Contract by the Bidder and QEWCo.

10. Terms in capital letter shall have the meaning ascribed to them in the Invitation to Tender documents.

11. This guarantee shall be interpreted in accordance with the laws of the State of Qatar and any proceedings for enforcement shall be brought before the competent courts of the State of Qatar.

12. The Guarantor represents that this guarantee has been established in such form and with such content that it is fully and freely enforceable against the Guarantor in the manner provided in paragraph 11 above.

(Date).....

[Common seal of signature of Guarantor of such other formality as may be required under the law to render a unilateral promise binding on the Guarantor]

1. Name of the Bank
2. Address of the Bank
3. Guarantor officer's name and position
4. OT number
5. The name of the Bidder
6. Address of the office of the Bidder
7. The amount of the Tender Bond as stipulated in the Tender Information Sheet
8. The Bank address for notices
9. Date corresponding to the tender validity as stipulated in the Tender Information Sheet of the OT package plus thirty (30) days

## **FORM OF PERFORMANCE BOND**

## **FORM OF PERFORMANCE BOND**

Qatar Electricity & Water Company Q.P.S.C.  
P. O. Box 22046  
Doha,  
State of Qatar

We ..... Bank of P.O. Box ..... Doha, Qatar, refers to Contract No. .... issued by Qatar Electricity & Water Company (QEWG) in Doha, Qatar, to M/s. ...., P.O. Box ..... having its main office in Doha, Qatar, hereby, irrevocably and unconditionally undertake to pay to Qatar Electricity & Water Company an amount of QRs ..... (Qatari Riyals.....) not withstanding any contestation or objection by M/s.....

This performance bond shall be effective as from ..... and it shall remain valid and in full force and effect until ..... (both days inclusive).

This letter of guarantee is solely related to Contract No. ....

Upon expiration of the said validity, this guarantee becomes null and void without necessity of being returned to us.

Yours Faithfully

Bank

Authorized Signature

**FORM OF CONTRACT**



## **CONTRACT AGREEMENT**

On ..... dated: ..... 2026, the following Agreement was concluded between:

**First:** Qatar Electricity and Water Company, P.O. Box # 22046, Doha, represented by Mr. ...., (hereinafter called QEWC).

**Second:** M/S. .... P.O.Box ..... Doha, represented by Mr. ...., (hereinafter called "The Supplier").

The two Parties have agreed to the following:

### **Recital**

Tender No.: **OT/12/451048** was invited through Open Tender for **Supply and Delivery of Personal Protective Equipment (PPE) on a Call-Off Basis for a Period of Three Years** as specified in Appendix A in favor of QEWC. As the Supplier submitted his bid, the tender was awarded to him for **Supply and Delivery of Personal Protective Equipment (PPE) on a Call-Off Basis for a Period of Three Years** in accordance with the items referred to in Article (2) of this Agreement upon the approval of QEWC Tender Committee.

Now therefore, in consideration of the mutual obligations and promises as set forth in this Agreement, the two Parties agreed to the following: -

### **Article (1)**

Above recital and all documents of Tender No.: **OT/12/451048** is an integral part of this Agreement.

### **Article (2)**

The Supplier undertakes to Supply the items as specified in Appendix "A" attached in accordance with the specifications and terms hereof, the tender documents and those herein.

### **Article (3)**

QEWC represents that it has an ongoing general requirement for the Items listed in Appendix "A" hereto but does not guarantee to Call Off and take delivery of the Items listed in Appendix "A" during the term of this Contract. However, notwithstanding the foregoing, QEWC warrants that its intention is to purchase the said Items on an as and when required basis and the amounts set forth in the Schedule of prices Appendix "A" hereto represent QEWC's best estimate of the amounts which the Supplier should maintain to serve QEWC's anticipated needs.

The Supplier shall undertake to supply the items as specified in Appendix "A" attached in accordance with the specifications and terms shown in Appendix A, the Tender documents, and those herein. Delivery shall be made as and when required by QEWC pursuant to the Call Off order issued by QEWC as per the quantities and delivery location and time specified in the said order.

Any additional quantity more than indicative quantity can be ordered within the contract period with the same terms and conditions.

#### **Article (4)**

The Supplier undertakes to submit a Performance Bond of 10% of the total value of the Contract-- (Total Contract Value) which shall be valid for 40 months from the date of award and renewable till the lapse of the Guarantee Period.

#### **Article (5)**

The agreement shall Commence on ..... and the prices prescribed in Appendix "A" shall be fixed and will remain valid until ....., renewable for a further period. Total Contract value shall depend on actual Supplied Item value as per the Call off orders.

#### **Article (6)**

The Supplier undertake to deliver the items referred to in Appendix "A" of this Contract within 14 days from receipt of the Call of Order (Email).

#### **Article (7)**

Items referred to herein shall be delivered at QEWC Stores at Power Stations (or at any other QEWC working location as advised by the call off order) with duplicate delivery note mentioning the item being delivered. A committee appointed by QEWC will carry out inspection. The Committee may reject the item/s if it is found not in conformity with the specifications stipulated in the Tender Documents.

#### **Article (8)**

In case the Supplier delays delivery of the ordered item as indicated in the Call off Order form maximum period prescribed for delivery (i.e ...14...days from Call off Order notification), the Supplier shall pay liquidated damages at the rate of 0.1% of the Contract Value for each day of delay to the maximum of 10% of the Total Call Off Order value.

#### **Article (9)**

In case the Supplier has not carried out his Contractual obligations on due dates as shown in Article (6), QEWC shall have the right to take either of the following actions:

- A- Purchasing the ordered item from the market at the Supplier's expense and may offset the same from the Performance Bond and from the Supplier's entitlements with QEWC and the Supplier shall be bound to pay price escalations in case of increases in prices.
- B- Termination of the Contract without notice and encashment of the Performance Bond.

This is without prejudice to QEWC right to claim damages from the Supplier.

#### **Article (10)**

Notwithstanding any inspection carried out under Article (7), the Supplier shall be held responsible for any defects that may appear on the works after completion.

### **Article (11)**

Value of the works shall be settled via money transfer to account specified by the Supplier. This account shall be provided to QEWC Finance Department within 7 days from the signing of the Contract. The payment will be issued by QEWC in the Supplier 's name within thirty (30) days after the approval by QEWC of the Supplier 's Invoices.

### **Article (12)**

The Supplier shall not assign any of the obligations provided herein wholly or partially to any other party to carry out the whole or part of it without prior written approval of QEWC. In such case the Supplier shall be jointly responsible with the assignee for the latter's good implementation pursuant to the conditions agreed upon herein.

### **Article (13)**

This Agreement shall be governed by and construed in accordance with the laws in force in the State of Qatar.

### **Article (14)**

This Agreement is drafted in duplicate; a copy is given to each party to act accordingly.

**For Qatar Electricity & Water Co.**

**For The Supplier**

Signature -----

Signature --- -----

Name -----

Name -----

Title -----

Title -----

## ***GENERAL CONDITIONS***

## **GENERAL CONDITIONS**

### **DEFINITIONS**

- “QEW” has the same meaning as in the Form of Agreement.
- “Contract” means the Form of Agreement and all other documents referred to therein and any other documents which may properly be referred to for the purpose of ascertaining the rights and liabilities of QEW and the Supplier.
- “Supplier ” has the same meaning as in the Form of Agreement.

### **CONTRACT INTERPRETATION**

- 1- *Headings: The heading in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.*
- 2- *Singular and Plural: Words importing the singular only also include the plural and vice versa unless the context requires otherwise.*
- 3- The Contract shall be read and construed as a whole. In the event of any conflict, discrepancy or inconsistency between any of the documents forming part of this Contract, and unless expressly provided otherwise, the following order of precedence shall prevail:
- (1) Form of Agreement.
  - (2) General Conditions.
  - (3) Items Specifications

### **TERMS OF CONTRACT**

This Contract shall become effective on the Effective Date as defined in the Form of Agreement and remain valid for the duration set out therein.

### **LIABILITY AND INDEMNIFICATION**

Except as otherwise provided in this Contract, the Supplier agrees that it shall:

- a. Be liable to QEW for all losses, costs, damages and expenses whatsoever which QEW may suffer, sustain, pay or incur as a result of or in connection with the performance of the Contract, and, in addition;
- b. Indemnify QEW against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by QEW or which it may sustain pay or incur as a result of or in connection with the performance of the Contract by the Supplier .

### **PERFORMANCE BANK GUARANTEES**

The Supplier shall provide a bank guarantee, payable on demand of QEW, guaranteeing performance of the supply by the Supplier . The bank guarantee shall be issued by a bank

registered and operating in Qatar and shall be in the form set forth in this Contract. The bank guarantee shall remain valid and enforceable for 40 (Forty) months from the date of award and shall be renewable thereafter for a further period up to the end of Guarantee Period.

QEWG shall be entitled to demand payment under the bank guarantee at any time the Supplier fails to perform any of its obligations under this Contract.

## **INVOICING AND PAYMENT**

All invoicing shall be submitted to QEWG's Finance Department at the address shown on the Form of Agreement with original copies of all relevant Delivery Notes duly signed by the Stores In-Charge.

Within thirty (30) calendar days after the approval by QEWG of the Supplier's invoice submitted, QEWG shall make to the Supplier a payment calculated in accordance with the Contract.

Any payment made or approved shall not be deemed as acceptance of the relevant supply and shall not be taken as relieving the Supplier from any liability arising out of or in any way connected with the performance of the Supplier's obligations under this Contract.

QEWG shall have the right to withhold payment relating to unsatisfactory performance of the supply.

QEWG reserves the right to dispute any item in the invoice and shall, within twenty (20) calendar days after receipt of such invoice, notify the Supplier of the item disputed, specifying the reason thereof. Accordingly, payment for the disputed item shall be withheld until settlement of the dispute, but payment shall be made for any undisputed portion.

## **TERMINATION**

QEWG may at its sole discretion terminate this Contract or cancel the supply with or without cause at any time by giving a written one-month notice of cancellation to the Supplier .

## **AUDIT**

Supplier agrees to maintain and preserve, for a period of at least two (2) years subsequent to the completion or termination of this Agreement, accurate and complete records, in English, pertaining to all services supplied under this Agreement. These records shall be available at all reasonable hours for inspection by QEWG.

## **TAXES**

Supplier shall be responsible for the ascertainment of, filing for and prompt payment of any and all taxes (including, without limitation, income taxes and fees, duties, imposts, fines, penalties, and other charges, whether personal, corporate or otherwise) imposed by any, state, local or other jurisdiction or taxing authority in connection with or related to purchase of Services under the contract .

- In the event of an amendment in the circumstances of existing applicable laws, or the introduction of new laws which may affect the remuneration of this contract, such amendments shall be applied in addition to the existing agreed commercial terms on the basis of mutual agreement along with the application of transitional provisions of relevant

changes to the existing applicable laws or to the new laws. Following the implementation of new law (e.g. VAT law), the Supplier shall be obliged to provide QEWC with relevant legal documents (e.g. tax invoice) as required by the law for the supplies provided which meets all the requirements of the new law before QEWC is requested to make any payments in respect of such supplies.

## NOTICES

a) if given in writing and delivered personally or sent by registered mail or certified mail, return receipt requested; or

The information, notices or communications shall be served in writing and sent through registered mail or email with immediate written confirmation. All notices, other than invoices to be given with respect to the Contract shall be considered as given to QEWC and to The Supplier , respectively:

b) By email to the address and to the attention of the relevant Party set out below and to the attention of that Party's representative, return receipt requested and received.

Such notices shall be effective when delivered personally or when placed in the mail if mailed in the manner provided above.

### TO QEWC:

Qatar Electricity and Water Company (QEWC)

P.O. Box 22046 Doha,

**Attention:** Mr. xxxxxxxxxxxxxxxxx ,

**Email:** xxxxxxxxxxxxxxxxx

**CC:** xxxxxxxxxxxxxxxxxxxxxxxxx

### To THE SUPPLIER :

xxxxxxxxxxxxxxxxxxxxxxxxxx

P.O Box xxxxxxxxx .

**Attention:** Mr. xxxxxxxxxxxxxxxxxxxxx

Email: xxxxxxxxxxxxxxxxxxxxxxxxx

## FORCE MAJEURE

In the event of the performance by the Supplier of its obligations hereunder is prevented by force majeure, directly affecting the activities of the Supplier , firm or corporation connected with the sale, manufacture, supply shipment, dispatch of supervisor or delivery of goods, including, but not limited to, act of God, flood, typhoon, earthquake, tidal wave, landslide, fire, plague, epidemic, quarantine restriction perils of the sea, war of serious threat of the same, civil commotion, blockade, arrest or restraint of government, rules or people requisition of vessel or aircraft, strike, lockout, sabotage; or any other cause of circumstance whatsoever beyond the reasonable control of Supplier , then, the Supplier shall not be liable for loss or damage, or failure or delay in performing its obligation under this contract and may, at its option, extend the time of shipment or delivery of the goods or dispatch of supervisor or cancel unconditionally without liability of the unfulfilled portion of the contract to the extent so affected.

## **INSURANCE**

The Supplier shall procure and maintain, at its own expense, insurance covering its liabilities arising out of this Contract.

The Supplier shall maintain or cause to be maintained, throughout the term of the Contract, with reputable insurers the following insurance policies:

- a) Employers liability insurance or workmen's compensation insurance covering personal injury to, or death of, employees of The Supplier engaged in the performance of this Contract as required by applicable law, whichever is the greater including extended cover (where required) for any one occurrence; and
- b) General Third-Party Liability Insurance for any incident or series of incidents covering the operations of The Supplier under this Contract.

## **ENVIRONMENTAL, HEALTH AND SAFETY MATTER**

The Supplier has to comply and be in compliance with all Environmental, Health, and Safety Requirements in relation to the Business including QEWC 2.1.1.1.7, QEWC 2.1.1.1.12 and QEWC 2.1.1.1.13

For purposes of this Contract, the term Environmental, Health, and Safety Requirements means QEWC related policies, all statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

## **ENTIRETY OF CONTRACT**

The Contract constitutes the entire Agreement between the parties with respect to the matters dealt with herein. There are no oral or written understandings, representations or commitments of any kind, express or implied, that are not expressly set forth herein.

## **ASSIGNMENT**

QEWC reserves the right to assign all or part of its rights under this Contract to an affiliate. No assignment of this Contract by the Supplier is permitted without QEWC's prior written consent.



## **AMENDMENTS**

No modification of this Contract shall be of any force or effect unless such modification is in writing, is expressly stated to be a modification of this Contract and is signed by duly authorized representatives of both Parties.

## **SETTLEMENT OF DISPUTES**

The Parties shall endeavor, by consultation and negotiation amicably, to resolve in good faith any dispute arising out of or in connection with the validity, performance, interpretation or termination of this Contract, and any and all consequences thereof. Each such dispute shall be duly notified by the claiming party to the other party.

Where any conflict or dispute arising out of or in connection with this Contract cannot be settled amicably between the parties, either party shall have the right to refer the conflict or dispute to the competent court in the State of Qatar.

## **GOVERNING LAW**

The laws of the State of Qatar shall apply to this Contract and to the rights and obligations of the Parties.

## **OTHER CONDITIONS**

- The intending Venders should be from a reputed Agency with Five Years' experience in the similar filed in the Arabian Gulf Area Supplier has to provide their pre-qualification documents providing their Company profile and the detailed client list in the Arabian Gulf Area.
- Tender shall be accompanied with original detailed technical specifications and shall include expected delivery time.
- The item supply and handling up to QEWC warehouse shall be carried out by the Supplier.
- The price offered shall be filled in the attached form in (QAR).

**Country Value (ICV) Score certificate to be attached to the technical offer**

**The sample and brochure for each line item to be provided with the offer**

**Sample Submission Requirements:**

**All samples must be delivered to RAF Stores no later than the submission date. To ensure timely delivery, bidders are required to apply for a gate pass at least 10 days prior to the submission date. The gate pass application must include all necessary ID details and follow the format provided by QEWC.**

**Each sample must be clearly labeled with the following information:**

- Serial Number
- QEWC Item Code
- Bidder's Name

**Failure to comply with these requirements may result in rejection of the submitted samples.**

## **Item Specification & Price Schedule**

## APPENDIX A

### **SCHEDULE OF PRICE**