TENDER NO. ................................

GENERAL INSTRUCTIONS TO TENDERER

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GENERAL INSTRUCTIONS TO TENDERER

IT.1 GENERAL

These Instructions to Tenderer issued by Qatar Petrochemical Company (QAPCO) Q.S.C (herein referred to as “QAPCO”) outline the procedures to be followed for completing and submitting Tenders. Tenderer shall comply with the terms and conditions set forth in any public tender advertisement and these Instructions to Tenderer while preparing and submitting its Tender. Failure to provide all of the required materials and information, or failure to comply fully with these instructions in any way may render the Tender null and void.

IT.2 VALIDITY OF TENDER

Tenders shall be valid for a period not less than one hundred twenty (120) calendar days from the closing date for submission of the Tenders. QAPCO intends to notify all Tenderers of the result of their Tender submission during this period.

IT.3 FAMILIARIZATION WITH LAWS OF QATAR

Before submitting a Tender, the Tenderer shall thoroughly familiarize itself with the laws, particularly Qatar Labour laws, Qatar Tax laws, applicable to the work or services to be performed. By submitting a Tender, the Tenderer is deemed to have made the necessary allowances in the Tender Price for adhering to all laws, rules, regulations and procedures applicable in the State of Qatar.

IT.4 TENDER DOCUMENTS

The documentation provided for the purpose of tendering (herein referred to as the “Tender Documents”) consist of:

1. General Instructions to Tenderer and Annexes
2. Particular Instructions to Tenderer
3. Proposed Terms and Conditions and Appendices

The Tenderer shall ensure that the Tender Documents it has received are complete and must return the Form of Acknowledgment within three (3) working days of receipt. The Form of Acknowledgment must be completed, signed and delivered by hand to the following address or transmitted by fax (+974 44770459):
Chief Procurement Officer  
QATAR PETROCHEMICAL COMPANY (QAPCO) Q.S.C. 
P. O. BOX 756  
QAPCO Doha Office, C Ring Road, East Al-Hilal, Zone No. 42, Street No. 928,  
Al-Aszhat Road., Doha, Qatar  
Tel.: 40338000

Tenderer should notify QAPCO immediately if any discrepancy, omission or ambiguities are discovered in the Tender Documents.

IT.5 SECRECY DECLARATION

Tenderer shall abide by the Secrecy Declaration appended hereto and this form must be completed, signed and returned with the Form of Acknowledgment.

IT.6 QUERIES

Any queries related to the Tender Documents or submitting the tender must not be raised by telephone or personal contact, but must be submitted in writing through email: materials@qapco.com.qa

Any response issued by QAPCO to Tenderer queries will be distributed to all Tenderers. Queries must be received at the address shown in IT.4 only and no later than seven (7) calendar days prior to the Tender Closing Date. Queries received after this date shall be ignored.

Any queries or correspondence during the tendering process, including the tender evaluation period, must not be directed to any QAPCO employee by any means of communication other than that mentioned above. Any violation of this instruction by the Tenderer may render the Tenderer's submission invalid.

IT.7 FULLY INFORMED

The Tenderer should inspect the worksite and surrounding locations and must satisfy itself as to the nature of the work, the correctness and general local conditions which could affect the work.

IT.8 TENDER BULLETINS

Any addendums, clarifications or meeting minutes will be issued as Tender Bulletins and sent to all Tenderer during the tendering period through email: materials@qapco.com.qa. The Tenderer shall acknowledge receipt of each Tender Bulletin through email: materials@qapco.com.qa and shall acknowledge all Tender Bulletins on the “Form of Tender”.

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IT.9 **RULING LANGUAGE**

The Tender Documents and all Tender submissions are to be in the English language.

IT.10 **TENDER RATES**

The Tenderer shall submit prices and/or rates for all items required by the Schedule of Prices. All quoted prices shall be in the currency described in the Tender. Prices and rates are to be entered in indelible ink and submitted only on the Schedule of Prices sheets provided in the relevant Appendix to the proposed terms and conditions (Enclosed).

IT.11 **FORM OF TENDER**

Tenderer must complete and submit the Form of Tender signed by a person duly authorized to sign on behalf of the Tenderer. QAPCO may reject any Tender that is not submitted on the Form of Tender.

IT.12 **NO ALTERATIONS TO THE TENDER DOCUMENTS**

No unauthorized erasures, alterations, additions or deletions shall be made to the Tender Documents and any Tender submission that is incomplete or contains unauthorized alterations may be rejected.

Any mistake made in completing the Tender Documents and corrected before the submission of the Tender shall be initialed by the person authorized to sign the Tender.

IT.13 **SUBMISSION OF TENDERS**

The Tender and accompanying documents shall be bound securely together and enclosed in a sealed envelope and shall be delivered to:

The Tender Committee  
Qatar Petrochemical Company (QAPCO) Q.S.C  
P. O. Box 756,  
QAPCO Doha Office, C Ring Road, East Al-Hilal, Zone No. 42, Street No. 928, Al-Aszhat Road  
Tel: +974 40338000

Not later than **12:00 noon** on the date shown in the Invitation to Tender.

The envelope must not bear any mark indicating the name of the Tenderer. The envelope shall be clearly marked on the outside with the Tender number and with the official Tender closing date only.

The Tender must be received before the closing time and date
The Tenderer must submit one (1) original and one (1) copy of its Tender. The original shall be clearly marked “ORIGINAL”

The Tenderer must affix its initialed company stamp to every page of its original Tender submission, which should include all parts of the Tender Documents.

The Tenderer must submit its technical and commercial proposals in two separate sealed packages and each package should be identifiable with clear markings, either “TECHNICAL” or “COMMERCIAL” on the outer cover.

It is QAPCO’s intention to open and evaluate the technical proposal first. The “TECHNICAL” package should not contain any commercial proposals, but should only contain the following mandatory information in addition to the information stated in Particular Instruction to Tenderers:

a) Original Completed and signed Form of Tender.
b) Original Completed and signed Secrecy Declaration
c) Original Completed and signed Form of Acknowledgment
d) Detailed Technical Proposal
e) Copy of last updated Commercial Registration Certificate issued within three months prior to submission of Tender.
f) Stamped and signed delegation letter for the authorized signatory of tenderer.

The “COMMERCIAL” package should contain the following mandatory requiems in addition to the requiems stated in Particular ITT:

a) Completed Schedule of Prices
b) Commercial details of any Alternative Proposal.
c) Bank account details including the following:
   I. From Finance
   II. From Finance
   III. From Finance

Tenderer shall complete and submit all details, forms and information as required in the Tender. Failure to submit a complete Tender or failure to comply fully with these instructions in any way may render the Tender null and void.

IT.14 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 unless the difference is attributable to an obvious error, whereupon the correct amount shall be taken.

Should there be a discrepancy between the unit price and the total price of such units, the unit price shall be relied upon.
Any adjustment, correction, clarification or amendment made by QAPCO to a Tender shall be communicated to the Tenderer for their acknowledgment prior to award of the contract.

**IT.15 ACCEPTANCE OR REJECTION OF TENDERS AND INCURRED COSTS**

QAPCO is under no obligation to award a contract or accept the lowest or any Tender and will not assign any reason for the rejection of any Tender. QAPCO will not be responsible for any costs or expenses incurred by the Tenderer in connection with its Tender, any site visit, attending meetings, obtaining additional insurance, etc., or for the formation of the contract should the Tenderer be successful. Tenderer shall not have any recourse for any redress if QAPCO, for whatever reason, awards the contract, either fully or partially, to another Tenderer, split the award of the contract to two or more Tenderer, or does not award any contract.

**IT.16 NOTIFICATION OF AWARD**

By way of a Letter of Award (“LOA”), QAPCO shall notify the successful Tenderer of the award the contract, subject to submission of the stated documentation within a specified time period. The documentation shall include but shall not be limited to:

a) Performance Bond in the form of a Bank Guarantee, and  
b) Necessary Insurances, as required per the CONTRACT.

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 Tenderer fails to submit the above mentioned documentation within the specified time period, QAPCO shall have the rights as set forth in Clause IT.20 (‘Failure to Sign the contract’).

The successful Tenderer will be instructed to sign the contract after the submission of the above mentioned documentation. For the avoidance of doubt, the effective date as entered on the proposed contract document shall be determined at the sole discretion of QAPCO.

**IT.17 FAILURE TO SIGN THE CONTRACT**

If the Tenderer retracts or withdraws its Tender during the period of its validity, or, if after being instructed to do so by QAPCO fails to sign the contract on the specified date without giving an acceptable justification, QAPCO shall encash the Bank Guarantee without the need for summons or notice or other legal formalities or establishing that damage has been caused to QAPCO exercise any rights that may be stipulated in the Tender Documents.
IT.18 RETURN OF TENDER DOCUMENTS

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

IT.19 TAXES

Tenderer is liable for all applicable taxes. Tenderer’s attention is drawn to Qatar Tax Law No. 21 of 2009 and associated Tax Circulars particularly Tax Circular Nos. 2 & 3 of 2011 related to Withholding Tax. QAPCO will withhold the appropriate Withholding Tax as applicable to the service performed in the State of Qatar and remit the same to Tax Authorities in Qatar.

Withholding Tax is only applicable for the contracts involving provision of service performed in the State of Qatar and not for pure supply of goods or services performed outside the State of Qatar. A brief note on the application of Withholding Tax is provided below. This note is provided as information to Tenderer only without any responsibility on the part of QAPCO. Tenderer shall seek independent Tax advice prior to submission of the Tender.

In accordance with the Qatar Tax Law No. 21 of 2009 (the “Income Tax Law”) value of services performed in the State of Qatar by below entities is liable for Withholding Tax @ 5% (for services including design, engineering, maintenance, consultation, IT services and training) or 7% (for services involving advertising and promotion, intermediary services and commercial representatives, recruitment, organizing events, land transport and custom clearance) as applicable for:-

- Qatar Temporary Branch (with valid CR + Tax Card but activity is less than 1 year)
- Non-Residence (Foreign) Company or person (no valid CR + no valid Tax Card)

For contracts involving supplies and services, the value of the services performed in the State of Qatar (onshore-portion) only is liable for Withholding Tax. If the supplies, off-shore and on-shore service amounts are not properly segregated in the contract as well as in the invoices, the entire contract amount is subject to Withholding Tax.

Reimbursement of living cost (except applicable airfare) is also liable for Withholding Tax.

Although a service performed outside the State of Qatar (off-shore) if it is connected to a site visit required/made to the State of Qatar, then the value of entire service is liable for Withholding Tax.
In the events when the service performed outside the State of Qatar (off-shore) is connected to site visit(s) required/made to the State of Qatar, while such site visit(s) is not properly segregated in the contract as well as in the invoice, then the value of entire service is liable for Withholding Tax.

In addition to services, 5% of Withholding Tax is applicable on Royalties. Under Qatar Income Tax Law, license fees falls under the definition of royalties, hence liable for 5% Withholding Tax.
TENDER NO. .................................

PARTICULAR INSTRUCTIONS TO TENDERER

IT.1 MID-TENDER MEETING / SITE VISIT

a. The Tenderer is requested to attend mandatory site visit and a mid-tender meeting to become familiar with the physical and other conditions pertaining to the work or services to be performed.

Date of Site Visit: (shall be advised later)
Time: (shall be advised later)
Venue: QAPCO, Messaied

b. QAPCO shall not separately notify the Tenderer of site visit and/or mid-tender meeting.

c. The Tenderer may designate no more than two (2) representatives to attend on its behalf and at its own cost.

d. Tenderer must apply for the security passes at least three (3) working days prior to the date of the site visit and/or mid-tender meeting (fax # +974 4770459 or by Email: materials@qapco.com.qa). The personnel attending the site visit should send passport copies with a cover letter clearly specifying the tender number and the date of site visit, for arranging the security pass to QAPCO.

e. The personnel attending the site visit should collect the security pass from QAPCO Doha Office (QAPCO Head Quarters, C Ring Road, East Al-Hilal, Zone No. 42, Street No. 928, Al-Aszhat Road., Doha, Qatar, Telephone No. 40338000) on the day of site visit, prior to proceed to Mesaieed. The security pass should be stamped from the Mesiaeed Industrial City Gate pass section prior proceeding to QAPCO.

f. The personnel attending the site visit should be equipped with all safety gears such as, helmets, shoes, gloves, goggles, earmuffs etc. QAPCO will not provide any of these safety gadgets.

g. QAPCO may choose to visit Tenderer’s workshop and/or facilities.

h. QAPCO shall not separately notify the Tenderer of site visit and/or mid-tender meeting.

IT.2 BANK GUARANTEE (Tender Bond)

Tenderer must submit a Bank Guarantee with its tender. The value of the Bank Guarantee shall be QAR 100,000.00 (Qatari Riyals One Hundred Thousand only).
The Bank Guarantee must be issued or endorsed by a bank or a bank branch in Qatar. Cash or cheques are not an acceptable substitute. A Bank Guarantee issued in respect of another tender is not acceptable. Bonds issued by insurance companies are not acceptable. The wording of the Bank Guarantee must be exactly in accordance with the format appended hereto.

The validity of the Bank Guarantee must be for not less than one hundred fifty (150) calendar days after the tender closing date. In the event QAPCO requests an extension of the tender validity period, and the Tenderer agrees to such extension, it must revalidate its Bank Guarantee for the period of extension plus thirty (30) calendar days.

In the event that the successful Tenderer is required to submit a Performance Bank Guarantee in the form of a Performance Bond as stipulated in Schedule of Prices, the successful Tenderer’s Tender Bond shall remain valid until the Performance Bank Guarantee is submitted to QAPCO. QAPCO may immediately encash the full amount of the Tender Bond in the following cases:

(i) Fails or refuses to execute the work in the event of acceptance of his Tender.
(ii) Withdraws its Tender within the Tender validity Period.
(iii) Fails to extend the Tender Bond validity upon request by the QAPCO, to correspond with the Tender validity.
(iv) Refuse or fails to sign the contract in the event of acceptance of the Tender.
(v) Refuse or fails to provide QAPCO with Performance Bond in accordance with the requirements of the contract.

Tenders not accompanied by the Tender Bond may be rejected without the need to notify the Tenderer of the rejection.

IT.3 It is QAPCO’s intention to open and evaluate the technical proposal first. The “TECHNICAL” package should not contain any commercial proposals, but should only contain the following mandatory requiems in addition to the requiems stated in Particular ITT:

a) Scanned Copy of the Tender Bond. Original tender bond shall be handed over to QAPCO at following address:

Chief Procurement Officer  
QATAR PETROCHEMICAL COMPANY (QAPCO) Q.S.C.  
P. O. BOX 756  
QAPCO Doha Office, C Ring Road, East Al-Hilal, Zone No. 42, Street No. 928, Al-Aszhat Road., Doha, Qatar  
Tel.: 40338000

IT.4 ALTERNATIVE OFFERS

Not Applicable.