



SECURITY DECLARATION

Tender No. at MOF	1887-2018
Tender No. at MOPH	MOPH/TAC/FGS/154/2018
Tender Title :	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF BATTERIES FOR UNINTERRUPTIBLE POWER SUPPLY (UPS) AT MOPH MAIN BUILDING

Subject to the relevant provisions in the abovementioned Invitation To Tender Documents issued by Ministry of Public Health, P.O. Box 42, Doha, State of Qatar (hereinafter called MOPH) and:

(Hereinafter called “the Tenderer”), the undersigned hereby declares:

Item 1

The term “Confidential Information” as used herein means the Invitation To Tender Documents and all other information including:

technical information, data, documents, know-how, strategies, projects, policies, business plans or financial information concerning MOPH business,

in any form and in any media, and which:

- (i) are placed or to be placed at the disposal of the Tenderer by or on behalf of MOPH for the preparation and submission of a Tender and/or carrying out the services or works under the Invitation To Tender (hereinafter the “Services”),
- ii) Tenderers may in any other way acquire from MOPH and which are directly or indirectly related to the Services and/or the preparation of a Tender,
- iii) The Tenderer has prepared or will prepare in connection with the Services and/or the preparation of a Tender, insofar as such documents, data and other information contain any information placed at the disposal of the Tenderer or acquired by the Tenderer as referred to in (i) and (ii) above.

Item 2

That the Tenderer shall at no time without the prior written agreement of MOPH:

- (a) reproduce, copy or use, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to peruse copy or use any Confidential Information, or
- (b) disclose to any third party that it has received Invitation To tender Documents or that the Services may be or have been entrusted to the Tenderer, for any purpose other than the preparation of a Tender or the performance of the Services if entrusted to Tenderer.

Item 3

That the Tenderer, upon declining to submit a Tender or upon being notified that its Tender is not successful, or upon completion or termination of the Services in the event Tenderer is awarded a contract to perform the Services, as the case may be, shall forthwith return to MOPH all Confidential Information in accordance with the relevant provision of the Invitation to Tender Documents.

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Item 4

That the undertaking as contained in Item 1,2 and 3 above hereof shall not apply:

- (A) if and insofar as the fact and any of the documents, data and other information referred to in Item 1 is part of public knowledge or literature before the date of their receipt by the Tenderer as from such date;
- (B) if and insofar as such facts and documents, data and other information become part of public knowledge or literature after the date of their receipt by the Tenderer, but not as resulting directly or indirectly from any breach by Tenderer of any of its obligations herein, as from such subsequent date;
- (C) if and insofar as documents, data and other information similar to such documents, data and information are already in the possession of the Tenderer before the date of their receipt by the Tenderer as from such date;
- (D) if and insofar as documents, data and other information similar to such documents, data and information are subsequent to the date of their receipt by the Tenderer disclosed to the Tenderer by a third party whose possession is lawful and is under no obligation not to disclose as from such subsequent date;
- (E) if and insofar as documents, data and other information similar to such documents, data and information are developed by the Tenderer independently of this CONTRACT;
- (F) to use and disclosure made by the Tenderer five (5) years after the Tender Closing Date.

Item 5

That the Tenderer shall ensure that if any Confidential Information comes to the knowledge and/or in the possession of any third party through the actions or fault of the Tenderer, such third party shall also be bound by the stipulations contained in this declaration.

Item 6

That this declaration shall be construed under and governed by Qatari Law.

Signature:
Name:
Position:
On behalf of Company:
Address
Date: