

Terms of Use

1. General Terms

By accessing the website you are confirming:

- your acceptance and being bound by the below Terms of Use.
- that you have read and understood the Anticorruption and Confidentiality Undertaking detailed in this Terms of Use and confirm its full compliance with its terms.

2. Definitions

The term 'we' or "Qatar Rail" refers to Qatar Railways Company.

The term 'you' and/or 'user" refers to all individuals and entities accessing the website for any reason.

3. Privacy Statement

The information we collect about our vendors by using the website are treated confidentially. We are the data controller in line with the applicable Laws in the State of Qatar and we can exchange the necessary data with government and non-government agencies as applicable under the Laws of the State of Qatar.

4. Access to the site

This site shall not be linked to other sites without the specific authorization of Qatar Rail. Qatar Rail is not responsible for the content of other websites. The Qatar Rail's website users shall not create any link to the site or transfer any part of its contents. Qatar Rail reserves the right to prevent any links or information related to any site containing inappropriate information or violation or breach of public morality, inappropriate topics, illegal content that violates any written law or any other breach of property rights, intellectual and privacy right.

5. Refund and Cancellation Policy

Once a user will proceed with the purchase of tender document the purchase cannot be cancelled and no amount will be refunded.

6. Applicable Law

The website and these terms shall be governed by the Laws of the State of Qatar.

7. Copyright

All copyright, design rights and other intellectual property rights in any of the advertised tenders shall be reserved by Qatar Railways.

8. Changes

Qatar Railways reserves the right to change the content of the website and the Terms of Use as required. Neither accepting the Terms of Use nor the ongoing discussions and correspondence by Qatar rail and the User concerning the Project or any other matter, shall constitute or imply any promise or intention by Qatar Rail to enter into any arrangement with Qatar Rail or any other or future transaction.

Anticorruption and Confidentiality Undertaking

9. The Confidential Information disclosed and/or to be disclosed in connection with Qatar Rail (the "Project") includes any and all technical and non-technical information, including, information concerning financial, accounting or marketing reports, business plans, analyses, forecasts, predictions, projections, intellectual property, trade secrets and know-how. The Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, and any other forms, and may be communicated orally, in writing, by electronic or magnetic media, by visual observation and by any other means.

Confidentiality

10. The Tenderer undertakes to:
 - a) only use Confidential Information in connection with the Project, except as may otherwise be mutually agreed upon in writing, and shall reproduce Confidential Information only to the extent necessary for such purpose;
 - b) at all times keep Confidential Information in its possession and under its control and the Tenderer will limit access to the Confidential Information to only those of its employees, and third party agencies, affiliates, subsidiaries and employees of such entities who have an absolute need to know in relation to the Project and shall notify such employees of these obligations and ensure that they abide by it;
 - c) not announce or disclose the nature and extent of the proposed Project or any part thereof or any findings made during its involvement with the proposed Project or any part thereof without the prior written consent of Qatar Rail; and
 - d) return to Qatar Rail on demand all Confidential Information or, at Qatar Rail's option, destroy such Confidential Information.
11. Qatar Rail makes no warranty regarding the accuracy of the Confidential Information. Qatar Rail accepts no responsibility for any expenses, losses or action incurred or undertaken by the Tenderer as a result of the receipt or use of any such inaccurate information.

Intellectual Property

12. The Tenderer acknowledges that all intellectual property rights in Confidential Information remain vested in Qatar Rail. If Qatar Rail discloses source code to the Tenderer as part of the Confidential Information, the Tenderer shall not duplicate or reproduce such into any medium.
13. Without prejudice to any other rights or remedies which Qatar Rail may have, the Tenderer agrees Qatar Rail shall be entitled to the remedies of injunction, specific performance and other equitable relief or equivalent relief in any jurisdiction for any threatened or actual breach of any term, condition or provision of these terms by the Tenderer.

14. The Tenderer acknowledges that any breach of these terms may result in Qatar Rail suffering losses and damages and agrees to indemnify Qatar Rail against all expenses, losses, damages that may be sustained or incurred as a result, whether directly or indirectly, of any breach by the Tenderer.
15. The obligations in these terms are continuing and, in particular, shall survive the termination or expiry of the Project.

Anti-Corruption

16. The Tenderer promises that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of any customer or of any government or governmental agency or of any political party under which any such official, employee, representative or political party shall receive, either directly or indirectly, anything of value (currency), whether monetary or otherwise, as the result of or in connection with any actual or contemplated engagement of the purchase of any product or service from Qatar Rail or any of its subsidiaries to any customer, government or governmental agency or as the result of or in connection with any action or contemplated action taken by any government or governmental agency of any nature relating to Qatar Rail or any of its subsidiaries.
17. The Tenderer agrees to:
 - a) advise Qatar Rail if, at any time during the continuance of this Undertaking, any employee or agent of the Tenderer or of any of its affiliates is or becomes an official or employee of the government of the subject country; and
 - b) make no payment to nor enter into any relationship with any person, in connection with assisting the Tenderer in securing any contract for the Project and/or other works of Qatar Rail in the subject country which is illegal under the laws of the subject country;

General Provisions

18. The Tenderer agrees:
 - a) to conduct its activities in compliance with all applicable laws, regulations, directives and rules of the State of Qatar; and
 - b) to take no action to cause Qatar Rail to violate or suffer any penalties or lose any benefits, tax or otherwise, under the laws of the State of Qatar.