Version: 1.0

System Usage Agreement and Privacy and Confidentiality Policy

By clicking on the checkbox next to *I have read and accept the Terms of Use* on the *Sign Up* form and continuing to use this Portal (http://eproc.publicprocurement.govmu.org), you are stating that you have read and agreed to the System Usage Agreement and Privacy and Confidentiality Policy below (and any amendments that may be made to this document in the future).

As soon as you click on the checkbox next to *I have read and accept the Terms of Use* and click on the *SIGN ME UP* button it would be implied that you have confirmed your acceptance of the System Usage Agreement and Privacy and Confidentiality Policy. You may download or print the content of System Usage Agreement and Privacy and Confidentiality Policy for your records.

In case of any enquiry on any of the terms and conditions of the System Usage Agreement and Privacy and Confidentiality Policy, you are required to get in touch with the Helpdesk Support Team of e-Procurement System on telephone number - +230 201 1530 or by email on eprocdesk@govmu.org.
SYSTEM USAGE AGREEMENT

Ministry of Finance and Economic Development of Government of Mauritius (MOFED) has implemented the e-Procurement System (e-PS) and related services. The e-PS Portal is the single point of access for information on procurement and allows electronic transactions between Bidders/Suppliers and the Public bodies of Government of Mauritius. All the Suppliers intending to do business with the Public bodies of Government of Mauritius are required to register on the e-PS. Over time and in a phased approach, all the Procurement bodies of Government of Mauritius will migrate their procurement activities to the e-PS. The System will be used as an electronic platform for centralised registration, and/or participation in Prequalification / Expression of Interest / Invitation for Bids / Request for Proposal / Invitation for Framework Agreement / Request for Quotations (the Transactions) of works, goods, consultancy services and other services (the Items). The System will be accessible through the Portal available on http://eproc.publicprocurement.govmu.org ("the Portal").

This System Usage Agreement and the Privacy and Confidentiality Policy govern the Suppliers’ use of the Portal and participation in the transactions and together, constitute the "Terms and Conditions". By clicking on the checkbox next to I have read and accept the Terms of Use on the Sign Up form and continuing to use this Portal, YOU, the Supplier, accepts and is legally bound by the Terms and Conditions and any modifications or amendments thereto. Continued access to the Portal and its services is subject to compliance with the Terms and Conditions and any breach of the Terms and Conditions may be pursued by legal action.

You will be notified of the modifications to the Terms and Conditions, including the System Usage Agreement and the Privacy Policy, and any amendments thereto as and when executed by MOFED. The Terms and Conditions, including the Usage Agreement and the Privacy Policy, may be modified at any time without notice and any such modification shall be effective immediately upon publishing on this Portal.

By assenting to these Terms and Conditions, the Supplier agrees to periodically review the Terms and Conditions published on the Home Page of the Portal available on http://eproc.publicprocurement.govmu.org under the link TERMS OF USE and be bound by any modifications or amendments thereto.

1. Suppliers Warranties

Through this electronic platform provided by MOFED, the Supplier can participate in the online transactions with the Public bodies and MOFED.

A User of the portal on behalf of the Supplier Organisation represents and warrants that he /
she,

(1) is duly authorized to consent to these terms and conditions on behalf of his / her respective organisation (the Supplier)

(2) is duly authorized to submit a bid;

(3) can enter into a legally binding contract on behalf of the Supplier, under applicable law; and

(4) has the right to grant the Intellectual and Informational Property Rights at issue under this agreement, and that such grants do not infringe the rights of any third party.

(5) MOFED or any of the public bodies may request written proof to ensure compliance as per items (1) to (4) above.

2. User IDs, Passwords, and Digital Certificates

User IDs, Passwords, and Digital Certificates are confidential and proprietary. It is a violation of the Terms and Conditions for the Authorised User of the Supplier to disclose his / her password or share its User ID, Password, or Digital Certificates with any personnel in the organisation of the Supplier, Third Parties, or to use his / her User ID, Password, or Secure Key Pair for any unauthorized purpose on the Portal. The Supplier shall be held responsible for any unauthorized use of his / her User ID, Password, or Digital Certificate issued.

The hash of the bid data prepared / submitted online should be signed electronically with a Digital Certificate to establish the identity of the User from the organisation of the Supplier submitting the bid online. Authorised Users from the Supplier organisation may obtain Digital Certificate from Certifying Authority registered with the Controller of Certifying Authority of Government of Mauritius, which is the Information and Communication Technologies Authority.

Bid data for a particular Invitation to Prequalification / Expression of Interest / Invitation for Bids / Request for Proposal / Invitation for Framework Agreement / Request for Quotations can be submitted using only one Digital Certificate. It is important that the Users ensure adequate validity of the Digital Certificate at the time they initiate the preparation of Prequalification / Expression of Interest / Bid data. In case during the process of preparation of Prequalification / Expression of Interest / Bid data in response to Prequalification / Expression of Interest / Invitation for Bids / Request for Proposal / Invitation for Framework Agreement / Request for Quotations, the User loses his Secure Key Pair because of any problem (such as misplacement, virus attack, hardware problem, operating system problem,
etc.) he / she may not be able to complete the process of bid submission.

The electronic data signed on the Portal using the Digital Certificate issued to the Authorised User of a trade organisation / privately owned companies / publically owned companies / joint ventures will be considered as equivalent to a no-objection certificate / power of attorney for the User to bid on behalf of the organisation.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate grant of authority to the User to bid on behalf of the organisation. The digital signature executed through the use of Digital Certificate of this Authorized User will be binding on the organisation.

It shall be the responsibility of Shareholders / Directors / Partners of the organisation to get the Digital Certificate of the Authorized Signatory revoked if there is withdrawal in the authority of the User, and apply for a new Digital Certificate for the new User.

3. Transacting on the Portal

Transactions on the Portal are governed by the Terms and Conditions. The specific terms and conditions of each transaction (such as procurement methodology, pre-qualification criteria, technical requirements, pricing, warranties, delivery, contract execution, etc.) entered into through the Portal are established between the Public bodies and the Supplier(s). The Portal is an avenue through which the Public bodies and the Supplier(s) can transact. The Public bodies and / or MOFED has the right to accept or reject any application for registration on the e-Procurement platform based on governed procurement policies and best practices laid down in the documents governing the transactions.

4. Upgrading and Modification in the Portal Features

The features of the Portal may be upgraded and / or modified from time to time which may result in change of functionality / methodology of executing operations on the system. It shall be the responsibility of the Supplier to get its Authorised Users acquainted on execution of operations of the System through the assistance of the helpdesk of e-PS to effectively use the upgraded / modified features of the Portal. MOFED will endeavour to communicate such upgrades and / or modifications to the Suppliers(s) through suitable means of communication.

5. Minimum System Requirements

The Supplier shall ensure minimum system requirements in terms of hardware, software and internet connectivity as suggested by MOFED to use the System. The Supplier is responsible for incurring all hardware, software, services and other costs and expenses to access information and / or conduct transactions over the Portal.
6. Email Alerts

To facilitate communication to the Supplier, the System is configured to send auto-generated email alerts upon completion of events. The email alerts are sent in cases where information may need to be provided to the Supplier or a decision may be needed to be communicated to the Supplier or further information may be required from the Supplier or any clarification on the information submitted by the Supplier that may be required from the Public Body.

7. Stage Completion

In the process of preparing and submitting the bids online in the System, the Supplier has to complete the stages as set out for Supplier in the Key Dates Schedule for each Prequalification / Expression of Interest / Invitation for Bids / Request for Proposal / Invitation for Framework Agreement / Request for Quotations. Failure to complete a previous stage in a sequence in the allowed time frame, will disallow the Supplier to complete the subsequent stage as a part of Key Dates Schedule. Failure to complete any stage, from all the stages required to be completed by the Supplier, will exclude the Supplier from participating in the online bidding process.

At the successful completion of each stage, the Supplier will be able to generate an online receipt for completion of the task. The receipt may be saved / printed at the choice of the Supplier. On completion of the stage, the Supplier will also get confirmation of stage completion through an automated email alert.

8. Transaction Fees

The Supplier agrees to pay the applicable registration, transaction, service, document, and / or submission fees (the Fees), as the case may be, for any transaction on the Portal as prescribed by the Public bodies and / or MOFED. The Fees will be due to Public bodies and / or MOFED, as the case may be, upon demand by MOFED and / or Procurement Entity. The Supplier is responsible for incurring transaction / bank charges for bank guarantee checks or security deposit fees or online payments as may be levied by the Suppliers bank or the online payment gateway service provider.

9. Audit Trails

As a part of the workflow, the System has a feature of maintaining audit trail of transactions executed and activities carried out by the Supplier by way of operating on the Portal. All the transactions executed and activities carried out in the System are time and date stamped. In event of any dispute between the Public bodies and / or MOFED and the Supplier, the audit trail of the System will form a basis of resolution of the dispute.

10. Good Faith and Fair Dealing
The Supplier hereby agrees to act in accordance with the principles of good faith and fair dealing when transacting on or through the Portal. MOFED reserves the right to investigate any allegation or evidence of Supplier's failure to abide by the principles of good faith and fair dealing in connection with its use of the Portal, and to fashion and enforce remedies, in its sole but reasonable discretion, in order to address any violation of such principles. For example, but not by way of limitation, it is a violation of Usage Agreement to act or to initiate transactions on the Portal for the purpose of identifying potential buyers with whom such Supplier can negotiate off the Portal. If any Supplier engages in such activity, it will be liable to pay the applicable / appropriate damages and / or will be subject to such other sanctions as MOFED may determine as appropriate under the circumstances, in its sole but reasonable discretion.

11. Information published on the Portal

The Portal may contain news and information published by various Third Parties, some of which may contain facts, views, opinions, analysis and recommendations of individuals and organizations deemed of interest. MOFED does not guarantee the accuracy, completeness, or timeliness of, or otherwise endorse, these views, opinions, analysis, or recommendations. The Supplier assumes sole responsibility and risk for use of such content.

The Portal may contain links to third party websites not under the control or operation of MOFED. MOFED provides links only as a convenience and does not endorse, and is not responsible for the contents of any linked website(s) / portal(s). The Supplier assumes sole responsibility and risk for use of such third party links.

Supplier's postings to the Portal are the sole responsibility of the Supplier. The Supplier hereby acknowledges and agrees that MOFED has no obligation to monitor Portal content or third party links, and expressly disclaims any responsibility of MOFED to filter any such content. However, MOFED reserves the right to take any action with respect to information posted on the Portal that MOFED deems inappropriate in its sole discretion, including but not limited to the immediate removal of offensive or harmful content or suspension or termination of the Supplier's rights of use. The Supplier shall not post information on the Portal or offer Products or services for sale, which are:

- fraudulent or related to the sale of counterfeit or stolen items;
- infringing of any third party's rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- transmitted anonymously or labelled under a false name;
- in violation of any applicable law, statute, rule or regulation (including without limitation those governing export control, consumer protection, unfair competition,
cartelisation, government / public sector procurement, anti-discrimination or false advertising);

- obscene, indecent or pornographic;
- defamatory, trade libellous, threatening or harassing.

In addition, the Supplier may not link directly or indirectly to, or include descriptions of, items (1) that are prohibited by this Usage Agreement or the results of such prohibited items, or (2) to which the Supplier does not have the right to link or include. The Supplier must obtain MOFED's express permission to link this Portal to his website. Furthermore, the Supplier may not post to MOFED or sell through the Portal, any item that could cause MOFED to violate any applicable law, statute, ordinance, or regulation of the jurisdiction of Republic of Mauritius.

As a convenience to the Supplier, MOFED may identify various organisations that provide payment, security, inspection, financial, insurance and other services, and MOFED may, from time to time, provide access to these services directly through the Portal. MOFED will not be a party to any agreement between a Supplier on one hand and a Third Party Provider on the other hand, or play a part in any negotiations between the parties involved. MOFED may however, receive a commission or other remuneration from Third Party Providers based on the provision of such services, access, introductions or information to the Supplier.

12. Compliance with Laws

The Supplier shall comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Portal, bidding for the Items, and posting and retrieval of information (including without limitation those governing export control, trade, unfair competition, antitrust, government / public procurement, or false advertising). The Supplier hereby acknowledges that MOFED has an express policy of complying with Government and Competition laws, in particular with respect to Government and Public Procurement rules and regulations, and that the operation of the Portal is not intended to facilitate collusion or other illegal agreements among competitors. Accordingly, the Supplier hereby represents and warrants that it does not intend to and will not use the Portal to violate Competition laws or Government / Public Procurement rules and will not knowingly act as a conduit or intermediary for price-fixing or any other anti-competitive agreement among competitors.

13. Intellectual and Informational Property; Ownership

"Supplier Information" shall include any information the Supplier transmits to the Portal or provides to the Public bodies and / or MOFED including without limitation, all information provided in the registration, listing, and / or buying processes. Supplier Information includes contact information and transactional data as further described in the Privacy and
Confidentiality Policy.

"MOFED Information" includes, without limitation, all data, reports, analysis, procurement strategies, estimates, and performance results, developed or derived in connection with the operation of the Portal. MOFED Information shall not be specific or identifiable to any particular Supplier. The Supplier will have no ownership interest in or right of access to the MOFED Information.

With a view to eliminating any violation of any of the Suppliers rights under these terms and conditions, the Supplier hereby grants to MOFED a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to reproduce, transmit, distribute, and publicly display such information, and create derivative works from such information, in connection with the operation of the Portal and MOFED's marketing, publicity and advertisement thereof in any form and media currently known or unknown. Supplier Information will be used in accordance with the then-current Privacy and Confidentiality Policy, incorporated herein by reference. MOFED may refer to any Supplier as a User of the System in sales presentations, marketing presentations and marketing activities.

The Portal and all such Intellectual Property Rights included therein (including but not limited to copyrights, trademarks and service marks), are owned or licensed by Nextenders (India) Private Limited, and all such rights, title and interest therein shall remain the property of Nextenders (India) Private Limited. Certain trademarks and content are / may be licensed from third parties and all such third party trademarks and content, and all intellectual property rights related thereto, belong / will belong to the respective third parties.

14. System Integrity

The Supplier hereby agrees not to tamper in any way with the software or functionality of the Portal. Without limiting the foregoing, the Supplier agrees not to put any computer programs, information or data into the Portal which contains any viruses, time bombs, trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information.

15. Confidentiality

The Supplier is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy their particular requirements for the protection of their systems and / or accuracy of data input and output, and for maintaining a means external to MOFED for the reconstruction of lost data. The Supplier agrees not to invade another Suppliers privacy, including, but not limited to, the breach or attempted breach of the security of another Supplier's computer, software or data. Use or distribution of tools designed for compromising
privacy or security is strictly prohibited.

16. License

Subject to the Terms and Conditions, MOFED hereby grants the Supplier a non-transferable, non-exclusive, non-sub- licensable license to use the System and the user interface for viewing and otherwise using the Portal and its services in accordance with these Terms and Conditions, and for no other purpose. All rights, title and interest in and to the software, user interface and content made available from, on or through this Portal shall belong to MOFED or its third party providers or suppliers, including all modifications thereof and enhancements thereto. The software and user interface made available from, on or through this Portal may not be copied, modified or distributed by the Supplier nor may derivative works be prepared therefrom. The license granted pursuant to these Terms and Conditions is solely for the internal use of the Supplier and may not be used for any purposes outside of the Suppliers organization. The Supplier shall not reverse engineer, decompile, or otherwise translate, in any way, the software and user interface made available from, on or through this Portal. The Supplier shall have no right or claim of right to the software or any unique ideas found on this Portal. No ownership rights are granted to the Supplier hereunder and no title is transferred hereby.

17. Relationship

The Supplier and MOFED and / or the Procurement Entity are independent entities. No term or condition contained herein shall be construed as establishing or creating a relationship of principal and agent, partnership, joint venture, employee-employer or franchisor-franchisee relationship.

18. Termination

In its sole discretion, MOFED may restrict or terminate the Supplier's usage of the Portal services, postings, or current bids immediately if the said Supplier breaches any of the Terms and Conditions, fails to pay any overdue amount as described in Section 6 above, or if MOFED is unable to verify or authenticate any information provided by the Supplier. In its sole discretion, MOFED can enforce this provision against individual Employees / Users of the Supplier, or the Supplier itself. Notice of termination must be provided in accordance with the requirements set forth in Section 21.

19. Statute of Limitations

The Supplier agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Portal or the Portal or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose, failing
20. Dispute Resolution

Any controversy or claim arising out of or relating to the Terms of Use, including without limitation, this Usage Agreement, shall first be settled amicably. If the parties do not reach an agreement within 30 days following a declaration of dispute, they may elect to refer the matter either to the competent court of Mauritius or arbitration through a single arbitrator knowledgeable in both commercial transactions and the Internet services businesses, in accordance with the applicable / governing Arbitration legislations applicable in Mauritius. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Mauritius, and judgment on the arbitration award may be entered into the Court having jurisdiction thereof. Neither MOFED nor the Supplier may seek any interim or preliminary relief, from any court without serving the other party with a notice of intention to seek such relief (including details of relief sought and of the case to be made out in court) of not less than five (5) working days at its registered or known address. The Supplier and MOFED agree that any dispute regarding the validity or scope of this clause shall be commenced in the Court and shall be governed by the laws of Mauritius. The fees of the arbitrator shall be borne by the parties equally.

21. Notices

Except as explicitly stated otherwise or required by law, the Supplier shall provide any notices to the MOFED by courier or postal mail to The Director, Procurement Policy Office, Ministry of Finance and Economic Development, 8th Floor, Emmanuel Anquetil Building, Port Louis, Mauritius and the MOFED shall provide any notices to the Supplier at the registered email address and / or by courier / post to the physical or postal address that the Supplier provides to MOFED at registration, or such other address as either party shall specify in a notification in accordance with this section.

Email notices shall be given one (1) working day after the email is sent, unless the sending party receives notice that the address is invalid or the email has otherwise failed to reach the destination email address within such period. Postal / Courier notices shall be deemed given upon delivery to the receiving party.

22. Governing law and jurisdiction

This Usage Agreement and the relationship between the Supplier and MOFED, unless otherwise stated in a separate agreement between the Supplier and MOFED, shall be governed by and construed in accordance with the laws of Mauritius, which shall mean the present laws, and any amendments thereto, or new laws passed during validity of these
Terms of Usage. The Supplier, MOFED and any other Third Party hereby submit to the exclusive jurisdiction of the laws of Mauritius.

23. Indemnification

Without limiting the generality or effect of other provisions of this Usage Agreement, as a condition of use, the Supplier agrees to indemnify, hold harmless, and defend MOFED and its employees / consultants, acting in their capacity of providing services and its agents (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of (a) such Supplier's usage hereunder and / or engagement in transactions on the Portal, including, but not limited to, failure of any Products to meet specifications or breach of warranty, (b) such Supplier's failure to comply with any applicable laws and regulations (including without limitation those regarding the export/import of Products or technology) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) such Supplier's breach of any of its obligations set forth in the Terms and Conditions; and (d) infringement claims asserted against MOFED based on its use of Supplier's intellectual and informational property; and (e) such Supplier's agreements or transactions with Third Party Providers. The Supplier shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.

24. Limitation of liability

In no event shall MOFED, nor any officer, affiliate, director, agent acting on behalf of MOFED or employee be liable to the supplier or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or indirectly from, or otherwise arising (however arising, including negligence) out of the use of the portal by the supplier, including, but not limited to, damages resulting from or arising out of such supplier's reliance on the portal, or the mistakes, omissions, interruptions, errors, defects, delays in operation, non-deliveries, misdeliveries, transmissions, eavesdropping by third parties, or any failure of performance of the portal; any agreement entered into between the supplier and any third party (or the negotiations or discussions conducted in anticipation of any such agreement), whether or not such third party is a third party provider as defined in this usage agreement; the termination or suspension of supplier/s user id and password by the system provider pursuant to the terms and conditions; the failure, or alleged failure, of any product or service purchased or transferred pursuant to the portal to conform to any specifications or terms, whether published on the portal or not;
the breach, or alleged breach, of any warranty, express or implied, relating to any such product, service or shipment; or government restrictions, strikes, war, any natural disaster or force majeure, or any other condition beyond MOFED’s reasonable control. the MOFED’s liability to the supplier or any third party in any circumstances is limited to the amount of transaction fees paid by said supplier or party for the transaction


These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the Supplier's use of the Portal, and supersede and replace any and all prior written or verbal agreements. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the Supplier and MOFED nor trade practice shall act to modify any provision of the Terms and Conditions. If any particular provision of the Terms and Conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the Terms and Conditions which shall remain in full force and effect. In addition, if any provision contained in the Terms and Conditions shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. These Terms and Conditions may not be assigned or transferred to third parties by the Supplier without prior written permission from MOFED.

26. Copyright and Trademark Notices

The entire contents of the Portal are copyrighted under applicable copyright laws. MOFED or its licensors are the exclusive owners of the copyrights.

PRIVACY AND CONFIDENTIALITY POLICY

MOFED has a strong commitment to the privacy and the confidentiality of the information provided / submitted during execution of transactions by the Suppliers on the Portal. MOFED provides this Privacy and Confidentiality Policy ("Policy") for the benefit of all of its Suppliers. If you have any questions or concerns regarding MOFED's information practices, or this Policy, please contact the helpdesk on.

This Policy and the System Usage Agreement govern your use of the Portal and participation in the Portal, and, together, constitute the 'Terms of Use'. By clicking on the ACCEPT button below, you are stating that you have read, agreed and are legally bound to the Terms and
Conditions.

At any point in time after the acceptance of Terms and Conditions, a Supplier disagrees with any one or more of the terms and conditions stated, such Supplier is required to get in touch with the Service Desk on.

Notice to overseas Supplier. Please note that the information you enter on the Portal, or otherwise provide to MOFED, is warranted to be true and accurate. Any information found to be inaccurate may result in suspension and / or termination of the Supplier from transacting on the Portal and sourcing new business opportunities with any Procurement Entity of Government of Mauritius.

Contact Information. When you register to participate on the Portal, MOFED will ask you for certain information that identifies you and allows MOFED to contact you ("Contact Information"). Occasionally, MOFED may provide your Contact Information to its Business Partners whose products or services might be of interest to you. MOFED may name your organisation as a user of its services in advertising, promotional, and marketing materials.

MOFED may disclose aggregate information about Suppliers with business partners, sponsors, and other third parties. This data is used to customize the content of the Portal, and to provide the best customer experience possible. Aggregate information will not reveal the identity of any individual or the organisation.

MOFED has implemented technical and administrative measures to protect against the loss, misuse and alteration of all information under its control.

While MOFED provides links to the websites that share its respect for privacy, MOFED is not responsible for the information practices or the content of such websites.

Transactional Data. MOFED will collect data from your interaction with the Portal and your use of MOFED's products and services ("Transactional Data"). MOFED will maintain such Transactional Data in strict confidence and with complete security. MOFED may make limited use of Transactional Data, consistent with the Usage Agreement. MOFED will not disclose organisation-specific Transactional Data. Transactional Data will only be disclosed in aggregate form, without any information that would directly or indirectly reveal the identity of an individual firm. MOFED will disclose only historical Transactional Data. Any such disclosure will not threaten to reveal competitively sensitive information or provide the opportunity for anti-competitive behaviour.

Confidentiality of Identity of Suppliers: The System is designed to keep the identity of the Suppliers anonymous throughout the bidding process until the triggering of start time and date of first envelope opening, as the case may be, of the Invitation to Pre-qualification / Expression of Interest / Invitation for Bids / Request for Proposal / Invitation for Framework
Agreement / Request for Quotations.

AS SIGNIFIED BY MY ELECTRONIC CONSENT BY CLICKING ON THE CHECKBOX NEXT TO I HAVE READ AND ACCEPT THE TERMS OF USE ON THE SIGN UP FORM, I HAVE READ, UNDERSTOOD, AND HEREBY AGREE TO ABIDE BY THE TERMS SET FORTH IN THESE TERMS AND CONDITIONS INCLUDING THE USAGE AGREEMENT AND THE PRIVACY AND CONFIDENTIALITY POLICY.