

**CABINET RESOLUTION NO. (122) OF 2024 REGARDING THE IMPLEMENTING REGULATIONS
OF FEDERAL LAW NO. (11) OF 2023 ON PROCUREMENT IN THE FEDERAL GOVERNMENT**

The Cabinet,

- Upon review of the Constitution;
- Federal Law No. (1) of 1972 on the competencies of ministries and ministers' powers, and its amendments;
- Federal Law-by-Decree No. (26) of 2019 regarding public finance, and its amendments;
- Federal Law No. (11) of 2023 regarding procurement in the Federal Government; and
- Based on the proposal of the Minister of Finance, and the approval of the Cabinet

Resolved as follows:

**ARTICLE (1)
DEFINITIONS**

The definitions set out in Federal Law No. (11) of 2023 referred to above, shall apply to this Resolution. In addition, the following words and expressions shall have the meanings shown next to them, unless the context requires otherwise:

Law:	Federal Law No. (11) of 2023 on procurement in the Federal Government.
Concerned Federal Entity:	The Federal Entity subject to the provisions of the Law.
Head of the Federal Entity:	The Minister or the Head of the Federal Entity or the Chairman of the Board of Directors or their equivalent, as the case may be.
Business Day:	The official working day in the UAE.
Digital Procurement Platform:	The electronic procurement platform established within the Ministry.
Central Procurement Unit:	The organizational unit within the Ministry responsible for managing the Government procurement, including Government procurement policies, procedures, systems, activities and documents.
Procurement Organizational Unit:	The organizational unit within each Federal Entity responsible for procurement roles and responsibilities and for implementing procurement procedures within the Concerned Federal Entity.
Requesting Organizational Unit:	The organizational unit within the Federal Entity that submits the purchase request through the Procurement System to obtain the necessary Purchases that meet its needs.
Grievance Committee:	The committee formed within the Federal Entity to look into grievances submitted by Suppliers against its issued decisions, in accordance with the provisions of this Resolution.
Procurement Committee:	The committee formed within the Federal Entity to exercise the roles related to Procurement Processes, in accordance with the provisions of this Resolution.
Contract Administrator:	The employee of the contracting Federal Entity, authorized to act on its behalf in dealing with the Supplier and to represent it in all matters related to the contract.

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Sourcing Strategy:	A document prepared by the Procurement Organizational Unit for specific Procurement Processes, outlining Procurement Methods, timelines, evaluation criteria, and risks (if any) for the Procurement Opportunity, in coordination with the relevant units.
Procurement Opportunity:	Any Tender, bid, Auction, or Purchase Request issued by Federal Entities in accordance with the provisions of the Law and this Resolution.
Tender Documents:	All documents and materials related to the Procurement Process, including the Tender Announcement, Request for Information (RFI), Request for Quotations (RFQ), Request for Proposals (RFP), pre-qualification request, Supplier instructions, general and special conditions, Purchases specifications and requirements, evaluation and acceptance criteria, and any other documents related to the Procurement Process as determined by the procuring Federal Entity.
Request for Proposals (RFP):	An invitation to Suppliers to submit technical and financial proposals according to the requirements of the Federal Entity within the Procurement Opportunity's scope as outlined in the Tender Documents.
Supplier Pre-qualification:	The process of conducting a preliminary evaluation of a Supplier's ability to execute the required Purchases according to the pre-qualification criteria and requirements set by the procuring Federal Entity. This includes information on the Supplier's financial solvency, previous experience, service provider resumes, and other documents specified in the Pre-Qualification Document, granting the opportunity to eligible Registered and Accepted Suppliers only to submit their offers to Limited Tenders for said Purchases.
Request for Pre-qualification Documents (RFPQ):	The documents requested by the procuring Federal Entity from the Supplier during the pre-qualification process for any Procurement Opportunity the procuring Federal Entity intends to issue by way of a Limited Tender.
Supplier Registration:	The process of Suppliers identification in the Procurement System, undertaken by Suppliers wishing to participate in the Procurement Opportunities of Federal Entities, in accordance with the terms and conditions set by the Ministry or Federal Entity.
Supplier Registry:	The electronic database of Registered and Accepted Suppliers in the Procurement System, in accordance with the provisions of the Law, this Resolution, and the Federal Government's Procurement Procedures Manual.
Supplier Acceptance:	The process by which a Supplier is classified as an accepted and active Supplier, and which is a prerequisite for participating in Procurement Opportunities on the Procurement System.
Registered and Accepted Supplier:	A Supplier registered in the Supplier Registry who has successfully completed the registration and acceptance process on the Procurement System and whose registration has been activated as a Registered and Accepted Supplier by way of a notification sent to them in confirmation of the same.
Shortlisted Supplier:	A Registered and Approved Supplier participating in a Procurement Opportunity, selected from a group of participating suppliers based on specific shortlisting criteria, in anticipation of completing the

	negotiations, awarding and concluding the contract related to such Procurement Opportunity.
Awarded Supplier:	A Registered and Accepted Supplier participating in a Procurement Opportunity who has been awarded the Procurement Opportunity and notified by an Award Decision but has not yet signed the contract.
Contracted Supplier:	A Registered and Accepted Supplier that a Federal Entity contracted with through a Procurement Contract or Purchase Order, for Purchases subject to the Law and this Resolution, and having met all contracting requirements as necessary.
Award Decision:	A decision made by the procuring Federal Entity in accordance with the Delegation of Authority Matrix to award the Awarded Supplier, informing him of the acceptance of his submitted offer and specifying any additional documents or requirements necessary to complete the contracting process for that Procurement Opportunity.
Exclusion Decision:	A decision made by the Federal Entity, in accordance with the Delegation of Authority Matrix, to exclude a Participating Supplier from the Tender, based on any of the Supplier exclusion reasons.
Performance Bond:	A guarantee issued on behalf of the Supplier by a bank or financial institution operating within or outside the UAE in favor of the Federal Entity, guaranteeing the fulfillment of Supplier's contractual obligations, provided that the guarantee is in favor of the contracting Federal Entity, is unconditional and valid for the entire contract period and up to ninety (90) days from the end of the contract.
Scope of Work:	The details of the technical and implementation requirements for the Purchases requested from the Supplier for execution of the Procurement Opportunity, including all necessary details to define the Purchases' type, quantity, method, and required execution timeline clearly.
Tender Evaluation Criteria:	The specific criteria for evaluating and comparing offers submitted by Registered and Accepted Suppliers participating in a Procurement Opportunity as determined by the procuring Federal Entity.
Purchase Order:	An official document used to purchase from Registered and Accepted Suppliers within a Blanket Agreement or Catalogue or for Low-Value Purchases, or based on a Tender of Request for Proposals issued by the procuring Federal Entity requesting the Purchases through the Procurement System, specifying the Purchases' type, quantity, method, and required execution timeline clearly and without ambiguity.
Procurement Contract:	An agreement concluded between the Awarded Supplier and the procuring Federal Entity, which defines the terms and conditions specific to the Purchases subject of the contract.
Standard Procurement Contracts:	Unified Procurement Contract templates approved by the Ministry for use by Federal Entities when contracting for Purchases, excluding contracts requiring special drafting by the entity due to the complexity of the Purchases.
Subcontracting:	An agreement between the Supplier contracted with the Federal Entity and a third party to perform part of the supply, activities or services

		agreed upon in a tender awarded to him, in accordance with the provisions set out in this Resolution.
Supplier Alliances:		An agreement between two or more Registered and Accepted Suppliers to provide specific Purchases for a defined Procurement Opportunity for the procuring Federal Entity, allocating responsibilities and obligations among the Registered and Accepted Suppliers, who shall be jointly liable for fulfilling all contractual obligations towards the procuring Federal Entity.
Credit Note:		A financial document issued by the Supplier to the contracting Federal Entity to document a return of Purchases or to reduce the amount owed by the Federal Entity to the Supplier based on a previous invoice pre-dating the Credit Note.
Limited Tender:		A tender in which a Procurement Opportunity is published to a limited number of Registered and Accepted Suppliers to submit their proposals, and who have successfully passed the registration and pre-qualification process for the Procurement Opportunity.
Direct Order:		An exceptional procurement method supported with the necessary justifications, by which the Federal Entity contracts directly with a Supplier from among the Registered and Accepted Suppliers available in the market.
Sole Source:		An exceptional procurement method supported with the necessary justifications, by which the Federal Entity contracts directly with the Qualified Supplier for specific Purchases due to the absence of other Qualified Suppliers in the market for such Purchases.
Blanket Agreement:		A framework agreement entered into by the Federal Entity with the Awarded Supplier to fix Purchases' prices for a specific period, in accordance with the provisions of this Resolution and the Federal Government Procurement Manual and Procedures.
Catalogue:		A procurement method that includes a unified list of Purchases and clarifies the unit price of those Purchases or Purchase items provided by each Supplier, and their fixed prices. The Federal Entity makes its purchase therefrom by way of a Purchase Order through the Federal Procurement Catalogue or Local Catalogue.
Federal Procurement Catalogue:		A unified list of Purchase items required by the Government that fall under specific Purchase categories within the Catalogue, and that shows the unit price of those Purchases or Purchase items that are agreed upon by the Central Procurement Unit and the Registered and Accepted Suppliers, which includes the Purchases offered by each Registered and Accepted Supplier and their fixed prices, from which the Federal Entity makes its purchase through a Purchase Order.
Local Catalogue:		A unified list of Purchase items required by a single Federal Entity which is agreed upon by the Purchasing Organizational Unit and the Registered and Accepted Suppliers, including a specific Purchase category specific to the requirements of that Federal Entity, and indicating the unit price of those Purchases or Procurement categories as agreed.
Technical Competition:		A procedure for the evaluation of Registered and Accepted Suppliers in the Catalogue, to verify the added value they provide to the procuring

		Federal Entity for the purpose of selecting the most suitable Supplier among the Registered and Accepted Suppliers of the Catalogue.
Low-Value Purchases:		A procurement method in which the value is less than the approved purchasing limit, and the procurement process is entirely conducted by the concerned persons within the Requesting Organizational Unit.
Reverse Auctions:		A method of negotiation through the Procurement System where Suppliers submit competitive prices in response to the specifications of a Request for Proposals, and Suppliers can interact directly with offers submitted by competing Suppliers, by submitting lower prices until the lower-priced competing offers are no longer available or until the specified deadline for the auction has expired.
Petty Cash Card:		A procurement method used to purchase low-value Products and Services not available in the Catalogue or through a Blanket Agreement, using approved credit cards issued by Federal Entities.
Conflict of Interest:		The presence of an actual or potential conflict between the personal, financial or moral interest of an employee of the Federal Entity and the interests of the Federal Entity, affecting the employee's neutrality and ability to perform his professional and employment duties and responsibilities with objectivity and integrity during any stage of the Procurement Process, or when exploiting their professional or official position to achieve personal benefit.
Small and Medium Enterprises (SMEs):		Any company or establishment that carries out an economic activity that is classified as a medium, small, or micro-enterprise by the relevant authority in the UAE.
Green Procurement:		Purchases that aim to drive the adoption of environmentally responsible business practices and eliminate wasteful practices, while ensuring the continued achievement of stakeholder requirements by integrating environmental, economic, and social factors of corporate responsibility into procurement practices and decision-making.
Sustainable Products:		Products that meet applicable environmental standards throughout their life cycle, including efficient use of resources, reduced carbon emissions and others, and minimized environmental damage.
Anti-competitive Practices:		Practices, alliances or agreements explicitly or implicitly committed by a Supplier that constitute a breach of competition or lead to its reduction or prevention in order to achieve a benefit for the Supplier, or harm other Suppliers, or markets, or those that would undermine the integrity of procurement operations, as well as practices contained in Federal Law-by-Decree No. (36) of 2023 on the Regulation of Competition and this Resolution.
Federal Procurement Procedures:	Government Manual and	A document specifying the detailed requirements and procedures necessary to implement the provisions of the Law and this Resolution, issued by a decision of the Minister pursuant to Clause (2) of Article 42 of the Law.
Federal Segregation of Duties Manual:	Government of	The segregation of duties manual in the Federal Government issued by a decision of the Minister.

ARTICLE (2)
ROLES OF THE CENTRAL PROCUREMENT UNIT

The Central Procurement Unit shall carry out the following tasks:

1. Preparing and proposing comprehensive procurement policies and standards for approval to ensure the efficiency of Government spending and improve overall performance of the Government Procurement System, including procurement policies, procedures, activities, systems and documents, in addition to Supplier management and classification.
2. Developing Government-level sourcing strategies, including the engagement and classification of Registered and Accepted Suppliers, effectively managing relationships with them, and enhancing opportunities for Small and Medium Enterprises and local Suppliers to ensure support for the national economy.
3. Managing central procurement activities, including but not limited to category management, sourcing, Procurement Contract lifecycle management, and continuous evaluation of Procurement needs of Federal Entities.
4. Strategic planning and forecasting the Government procurement needs and searching for potential Suppliers based on procurement needs, Government directions and national initiatives to achieve higher Procurement efficiency and support the national economy.
5. Developing and operating Procurement Processes through the Digital Procurement Platform and supporting the digital transformation of Government Procurement Processes through the adoption of available digital tools.
6. Developing public expenditure measurement indicators for the Government to assess the extent of Federal Entities' commitment to purchasing through blanket agreements and measure the performance of registered Suppliers and the quality of their services.
7. Conducting analytical studies on market forecasts and prevailing prices by monitoring demand for specific Purchases, including data analysis and preparing reports to increase efficiency and effectiveness.
8. Providing the necessary guidance and technical support regarding the Digital Procurement Platform to stakeholders from Federal Entities and Suppliers.
9. Managing the Supplier Registry, determining Supplier registration and acceptance requirements, and maintaining an updated database of Registered and Accepted Supplier in the Supplier Registry on the Procurement System.
10. Ensuring that procedures and processes on the Digital Procurement Platform are consistent and comply with the Law, this Resolution, and the guidelines issued for their implementation.
11. Raising Government Procurement spending efficiency by negotiating with Suppliers and enhancing Procurement Processes in Federal Entities using the Federal Procurement Catalogue and Blanket Agreements.
12. Developing a framework for classifying and managing Suppliers within specific categories in coordination with Federal Entities and determining the applicable procedures for each category to achieve efficiency, effectiveness, and continuity in managing the Government Procurement System.
13. Directly negotiating, concluding, and managing Blanket Agreements, framework agreements, the Federal Procurement Catalogue, and Sole-Source at the Federal Entities' level, which encompass more than one Federal Entity subject to the Law.
14. Conducting a periodic review of the specifications and characteristics of Purchases within the Federal Procurement Catalogue to meet the Procurement needs of Federal Entities, promoting sustainability practices and Green Procurement, and monitoring the quality of Federal Procurement Catalogue Purchases provided by Suppliers and fulfilling contractual obligations.

15. Managing risks associated with the continuity and integrity of the Government Procurement and supply process.
16. Any other tasks assigned by the Minister.

ARTICLE (3)
ROLES OF THE PROCUREMENT ORGANIZATIONAL UNIT IN FEDERAL ENTITIES

The Procurement Organizational Unit shall carry out the following tasks:

1. Managing the Procurement operations of the Federal Entity in full, determining requirements, implement Procurement planning activities, managing categories for the Federal Entity's Local Catalogue contracts, preparing the Annual Procurement Plan, developing sourcing strategies, and managing Procurement Contracts.
2. Providing the necessary technical support for Procurement Processes and methods to the Requesting Organizational Unit.
3. Providing support to the Ministry in classifying Suppliers and developing strong working relationships with strategic Suppliers for that Federal Entity.
4. Supervising Supplier performance in accordance with the provisions of the contract and conducting Supplier performance evaluations and risk management activities through the Procurement System, and evaluating Supplier performance after closing the Procurement Contract.
5. Participating in the evaluation processes for Procurement opportunities.
6. Participating in market research and consumption analysis activities, and determining future requirements before submitting them to the Central Procurement Unit for sourcing.
7. Participate in planning and forecasting the Government's procurement needs and search for potential Suppliers based on the Federal Entity's Procurement needs, Government directives and national initiatives, to achieve higher procurement efficiency for that Federal Entity.
8. Cooperating with the Central Procurement Unit and committing to purchasing through the Federal Procurement Catalogue and Blanket Agreements, coordinating the inclusion of any additional categories and Purchases that may be added to the Catalogue.
9. Maintaining all contracts and documents related to the Procurement operations of that Federal Entity.
10. Working to implement and integrate Government initiatives and programs in Procurement operations in a way that enhances the achievement of the Government's strategic directions and contributes to supporting the growth of the national economy.
11. Adopting available digital tools to support the implementation of Procurement activities.
12. Any other tasks assigned by Cabinet decisions or delegated by the Head of the Entity.

ARTICLE (4)
FORMATION AND ROLES OF THE PROCUREMENT COMMITTEE IN FEDERAL ENTITIES

1. A Procurement Committee shall be formed in each Federal Entity by a decision of the Head of the Federal Entity, and shall consist of a number of members from the Federal Entity's employees, in accordance with the formation decision. The committee's term shall be three (3) years, starting from the issuance date of the formation decision, and it may be reconstituted at any time if necessary. Members of the Committee may be reappointed by decision of the Head of the Federal Entity, in accordance with the procedures and controls specified by the Ministry in the Federal Government Procurement Manual and Procedures.

2. The Procurement Committee shall undertake the following tasks:
 - a. Reviewing and approving the award of Supplier contracts whose value exceeds the value specified in the Federal Government Procurement Manual and Procedures and the Delegation of Authority Matrix, and approving exceptions related to Emiratization requirements, the ICV program, and any other exceptions specified in the Federal Government Procurement Manual and Procedures.
 - b. Approving the amendment, extension, and cancellation of tenders in accordance with the controls specified in the Federal Government Procurement Manual and Procedures and the Delegation of Authority Matrix.
 - c. Approving to withhold or deduct an amount from invoices instead of providing a Performance Bond in cases where the Supplier submits an official request within the limits specified by the Federal Government Procurement Manual and Procedures and Delegation of Authority Matrix.
 - d. Accepting offers in currencies other than the UAE Dirham.
 - e. Any other tasks assigned by the Head of the Federal entity.

ARTICLE (5) **DELEGATION OF AUTHORITY MATRIX**

1. The Delegation of Authority Matrix, issued by decision of the Minister, shall determine the authorities of persons authorized to approve financial and non-financial decisions related to Federal Entity Purchases, and the financial limits associated therewith, in accordance with the Procurement methods stipulated in the Law, this Resolution, and the Federal Government Procurement Manual and Procedures.
2. Federal Entities must adhere to the following principles of Delegation of Authority:
 - a. Adherence to the authority limits specified in the Delegation of Authority Matrix and the Federal Government Segregation of Duties Manual for all Procurement Processes.
 - b. Not delegating the same person with the task of initiating and approving the activity.
 - c. Not splitting or dividing Purchase Requests into lower values to circumvent the financial approval limits specified in the Delegation of Authority Matrix and the Federal Government Segregation of Duties Manual.
 - d. In cases where the specified person or position for decision-making according to the Delegation of Authority Matrix is not available in that Federal Entity for any reason, the appropriate person shall be delegated in accordance with the organizational structure in that Federal Entity by decision of the Head of the Entity.

ARTICLE (6) **OBLIGATIONS OF FEDERAL ENTITIES**

In addition to the obligations stipulated in Article (7) of the Law, Federal Entities must:

1. Comply with all provisions and requirements stipulated in this Resolution, the Federal Government Procurement Manual and Procedures, and the Procurement System requirements, and commit to contracting exclusively with Registered and Accepted Suppliers in the Procurement System.
2. Use the Procurement System for all Procurement operations in accordance with the procedures and controls specified by the Ministry in the Federal Government Procurement Manual and Procedures.
3. Adhere to the guidelines and unified Procurement procedures in accordance with the provisions and conditions specified in the Federal Government Procurement Manual and Procedures.

4. Periodically review and inspect Procurement Processes in the Procurement System to ensure compliance with the provisions of the Law, this Resolution, and the Federal Government Procurement Manual and Procedures.
5. Apply the Procurement methods and Buying Channels specified in this Resolution and enhance Procurement through available Blanket Agreements, including Blanket Agreements with auction platforms available in the UAE as applicable to that Federal Entity.
6. Use the Standard Procurement Contract templates approved by the Ministry. Federal Entities may submit their own contracts to the Ministry to consider the possibility of using them and circulating them as new standard contracts.
7. Promote Procurement through the Federal Procurement Catalogue and not renew Procurement Contracts if the Purchases and categories within the scope of those contracts are included in the Federal Procurement Catalogue for entities using the Digital Procurement Platform or any other procurement system.
8. Promote procurement through Blanket Agreements concluded at the Federal Entities' level on the Procurement System for Purchases included in the Blanket Agreements.
9. Sign Procurement Contracts with Awarded Suppliers within the periods specified in this Resolution.

ARTICLE (7) **PROCEDURES FOR USING THE PROCUREMENT SYSTEM**

Federal Entities must adhere to the following provisions and controls when initiating any Procurement Process through the Procurement System:

1. **Supplier Registration and Acceptance:** All Suppliers wishing to participate in Procurement Opportunities to supply necessary Purchases to Federal Entities must register in the Supplier Registry through self-registration (electronically). The Acceptance process begins after the completion of the self-registration fully and correctly, and in accordance with the terms and conditions thereof, and no Supplier will be allowed to participate in any tender unless he is Registered and Accepted.
2. **Supply:** All Procurement Opportunities must be offered through the Procurement System, including Requests for Information, Requests for Proposals, tender opportunities, electronic auctions, evaluation, award, and contracting between the Federal Entity and the Supplier.
3. **Contracting:** Federal Entities must use Standard Procurement Contract templates in accordance with the nature of the Purchase and provide the Supplier with a copy thereof to sign in accordance with the provisions of Article (36) of this Resolution. The Awarded Supplier shall be granted a period not exceeding fifteen (15) Business Days from the date of receiving copies of the Procurement Contract copies to sign the contract.
4. **Contract Amendments:** Contract amendments include changes related to the project scope, cost, schedule, or any contract terms and conditions. Contract amendment procedures must be carried out comply in accordance with the provisions and conditions stipulated in Article (37) of this Resolution.
5. **Procurement:** Procurement Processes are carried out through the Procurement System, including creating Purchase Requests, Purchase Orders, receipt notices, supplier approval notices and returns, invoice management, and Credit Notes.
6. **Supplier Performance Evaluation and Risk Management:** Federal Entities have the ability to monitor, review, and evaluate the performance of Contracted Suppliers and evaluate and manage risks.
7. **Closing Procurement Contracts:** The Contract is closed upon its expiration and receipt by the Federal Entity of the Purchases in accordance with the agreed specifications and completion of all contract requirements, scope of work and Purchase approval notice. The Contract Administrator must close

the Contract after verifying that all delivery and payment procedures have been completed and that all rights and obligations of the contracting parties have been fulfilled, and issue a notice of the Contract's expiration and closure, unless the two parties agree to renew the contract term.

ARTICLE (8) **SUPPLIER PRE-QUALIFICATION**

When requesting proposals, the Federal Entity may conduct a pre-qualification of participating Suppliers to verify the availability of the required qualifications and capabilities, including their technical capabilities, financial and administrative efficiency, and their ability to perform in accordance with the following procedures and controls:

1. Federal Entities must conduct pre-qualification for large, strategic, complex, or high-cost projects.
2. When setting pre-qualification criteria for Suppliers, the following must be considered:
 - a. Financial solvency.
 - b. Technical capabilities.
 - c. Experience.
 - d. Project size, nature, and estimated cost.
 - e. Size and specifications of similar completed projects.
 - f. Size of ongoing projects.
3. Qualification criteria must be specific, clear, objective, and take into account Public Interest.
4. Federal Entities must announce pre-qualification through the Procurement System, and the announcement must include, at least, the following:
 - a. Name of the Federal Entity.
 - b. Type and nature of the project and the location of its execution.
 - c. Pre-qualification criteria and procedures.
 - d. Deadline for submitting Pre-Qualification Documents.
 - e. Date for announcing the shortlisted Suppliers.
5. After completing the evaluation process of the Participating Suppliers in the pre-qualification process, the federal entity shall follow the following procedures:
 - a. If one or more Suppliers pass the pre-qualification process, the Federal Entity shall use the Limited Tender.
 - b. If only one Supplier passes the pre-qualification process, the Federal Entity may use the Direct Order as a Procurement method with the Shortlisted Supplier, and provide justifications.
 - c. If no Supplier participates in the pre-qualification process, the Federal Entity shall review the qualification criteria and re-conduct the prequalification process or cancel it.
6. If a Supplier successfully passes the pre-qualification process, the Federal Entity requesting the Pre-Qualification may consider that Supplier Pre-Qualified for any similar Purchases offered by that Federal Entity within one (1) year from the pre-qualification of that Supplier for those Purchases .
7. The Federal Entity must notify the Supplier applying for qualification of the result through the Procurement System and invite those who passed the qualification to participate in the Limited Tender for those Purchases.

ARTICLE (9) **SUPPLIER REGISTRATION AND ACCEPTANCE**

1. All Suppliers must be Registered and Accepted in order to participate in Procurement Opportunities offered by Federal Entities.
2. Registration in the Supplier Registry is done on the Procurement System.
3. Registering Suppliers in the Supplier Registry allows viewing the Procurement Opportunities offered by Federal Entities through the Procurement System. However, only Registered and Accepted Suppliers are allowed to participate in Procurement Opportunities.
4. Suppliers wishing to register must provide the required information and documents and agree to the specific terms and conditions of the registration process.
5. The acceptance process begins after the Supplier completes the registration requirements in the Supplier Registry. Additional documents may be requested based on the type of Supplier.
6. Upon completion of the registration and acceptance process, the Supplier's account in the Supplier Registry is activated, allowing the Registered Supplier to participate in Procurement Opportunities offered by Federal Entities through the Procurement System.
7. Federal Entities are prohibited from contracting with a Supplier who is not Registered and Accepted in the Supplier Registry. Both the contracting Federal Entity and the Supplier who contracted without completing the registration and acceptance process will be responsible for violating the Law and this Resolution.

ARTICLE (10) INTEGRITY

Subject to the provisions of Article (10) of the Law, Federal Entities must follow Procurement practices that promote integrity in all Procurement Processes by implementing the following:

1. Raising the awareness of employees involved in Procurement Processes through training and education on best practices in the field of public procurement integrity.
2. Ensuring that employees involved in the Procurement Process adhere to the principles of professional conduct and ethics specified in the Federal Government Procurement Manual and Procedures.
3. Maintaining impartiality in executing Procurement activities to ensure stakeholder confidence in all Procurement-related decisions.
4. Employees of Federal Entities must immediately report any violations of the rules of ethics and conduct to their direct supervisor or the head of the Procurement Organizational Unit, who in turn bears the responsibility for verifying the violation and taking appropriate action.
5. Stopping the Procurement Process in the event of any violations that compromise integrity or are suspected of such, and take the necessary actions to resume the process.

ARTICLE (11) CONFLICT OF INTEREST CASES AND REPORTING MECHANISM

1. Actual Conflict of Interest occurs when an employee's personal interests, whether directly or indirectly, influence his ability to carry out his responsibilities or make decisions in the Procurement Process in a manner that ensures neutrality, integrity and impartiality . This includes cases where the employee or their family members (up to the fourth degree) or any person connected to him through personal or social relationships may obtain a financial or personal interest as a result of his role in the Procurement Process.

2. A potential Conflict of Interest occurs when an employee of the Federal Entity has personal interests that could lead to a Conflict of Interest if the employee participates in related Procurement activities in the future.
3. A perceived Conflict of Interest refers to circumstances in which it may reasonably appear that the personal interests of an employee of the Federal Entity could affect the decision-making process in the Procurement Process, even if no actual influence occurs.
4. In the event of any Conflict of Interest, employees of the Central Procurement Unit, Procurement Organizational Unit, and employees participating in any Procurement Process must disclose through the Procurement System to verify whether there is an actual, potential, or perceived conflict for each Procurement Process.
5. If the employee does not disclose, he will be excluded from participating in that Purchase Process, or any other penalty will be applied in accordance with the legislation in force in the UAE.

ARTICLE (12)
CASES PERMITTING DISCLOSURE OF SUPPLIER INFORMATION

Federal Entities shall commit to protecting confidential information or commercially sensitive information of Suppliers. Federal Entities may not disclose any such information except in the cases stipulated in Article (12) of the Law and in the event any of the following cases occur:

1. Disclosure for the purposes of auditing and oversight as a requirement for completing internal or external audits to ensure compliance with financial and operational standards.
2. Disclosure in the event of emergency and crisis management.

ARTICLE (13)
SMALL AND MEDIUM ENTERPRISES (SMES)

1. Federal Entities shall allocate to SMEs ten (10%) percent of the annual Procurement spending.
2. The Procurement Organizational Unit must review and analyze historical data to determine the spending of SMEs in various categories, verify the current Supplier Registry, and identify potential opportunities for SMEs to meet future business needs. This may include holding meetings with SME Suppliers to understand and enhance their current capabilities across different categories.
3. The Procurement Organizational Unit shall encourage SMEs to participate in Procurement Opportunities and ensure the provision of sufficient information to encourage them to participate in the bidding process.
4. During the award process, an additional ten (10%) percent of the points shall be applied to the final score in support of SMEs participating in that Procurement Opportunity, in accordance with the mechanism specified in the Federal Government Procurement Manual and Procedures.
5. SME Suppliers are exempt from providing a Performance Bond. However, the amount withheld as a Performance Bond may be deducted from the Supplier's initial invoices.
6. If, prior to awarding the contract, SMEs submit a request that the requirements of the Request for Proposal document unjustifiably restrict their ability to compete in that Procurement Opportunity,

the Procurement Organizational Unit shall review the request submitted by the SMEs and make recommendations, if necessary, on ways to increase the SMEs opportunities to compete.

7. SMEs should be given a fair opportunity to compete for all Procurement Opportunities that can be implemented in line with the interests of Federal Entities. If necessary, the Procurement Organizational Unit should ensure that a program is developed to implement Procurement Processes, including implementation timelines based on realistic foundations that encourage SMEs' participation in the business in line with the actual requirements of the Government.
8. Federal Entities shall have the flexibility to implement economic incentives to support SME Suppliers by reducing or amending payment terms, especially for Procurement Contracts concluded with these companies, or by agreeing to provide specific advance payments.

ARTICLE (14) IN COUNTRY VALUE (ICV)

1. Federal Entities shall commit to implement the requirements of the ICV Program issued by decision of the Cabinet.
2. The Federal Government Procurement Manual and Procedures outlines the procedures that Federal Entities must follow during the bid evaluation process in the context of implementing the ICV Program, and further specifies the approvals required to grant exceptions from the procedures and mechanisms stipulated in the Federal Government Procurement Manual and Procedures.
3. The procedures that Federal Entities must apply during the bid evaluation process vary depending on the total value of the Procurement Process, in accordance with what is stated in the Federal Government Procurement Manual and Procedures.
4. The Federal Government Procurement Manual and Procedures specifies the guidelines applicable to Federal Entities during the Procurement Process with the aim of enhancing and supporting the ICV Program.

ARTICLE (15) EMIRATISATION

1. Federal Entities must, before starting any stage of the Procurement Process, take the necessary measures to encourage potential and Registered and Accepted Suppliers to adhere to the Emiratisation rates in accordance with the terms and conditions specified in the Federal Government Procurement Manual and Procedures.
2. The Federal Government Procurement Manual and Procedures specifies special exceptions for certain Purchases or Procurement Opportunities from the application of the provisions related to Emiratisation rates.

ARTICLE (16) GREEN PROCUREMENT

1. Federal Entities should encourage Green Procurement and Sustainable Products wherever possible, and according to the type of Procurement and the Procurement requirements that meet the needs of

the Federal Entity. Federal Entities should further encourage Registered and Accepted Suppliers to adhere to sustainability standards for Procurement.

2. The Federal Government Procurement Manual and Procedures specifies the guidelines that Federal Entities must adhere to in order to ensure their contribution to sustainable development and the enhancement of Green Procurement and Sustainable Products.
3. The Federal Government Procurement Manual and Procedures specifies any exceptions to the application of guidelines related to Green Procurement and Sustainable Products.

ARTICLE (17)
PROCUREMENT METHODS AND BUYING CHANNELS

Federal entities may use the following Procurement methods and channels:

1. Procurement Methods:
 - a. Public Tender.
 - b. Limited Tender.
 - c. Direct Order and Sole Source.
2. Procurement Channels:
 - a. Blanket Agreement.
 - b. Catalogue, including the Federal Procurement Catalogue and Local Catalogue.
 - c. Low-Value Purchases.
 - d. Petty Cash Cards.

ARTICLE (18)
PUBLIC TENDER

1. Public Tenders are announced through the Procurement System and Procurement Opportunities for Public Tenders may be published on the Federal Entity's website, taking into account that only Registered and Accepted Suppliers are allowed to participate in Procurement Opportunities.
2. The use of the Public Tender is mandatory if the estimated value of the contracts exceeds the amount specified in the Federal Government Procurement Manual and Procedures.

ARTICLE (19)
LIMITED TENDER

Federal Entities may request bids through a Limited Tender for Procurement Opportunities that require specific technical or administrative capabilities or financial solvency, after carrying out the pre-qualification process, in accordance with the provisions of this Resolution and the terms and conditions specified in the Federal Government Procurement Manual and Procedures, so that Suppliers who have successfully passed the pre-qualification process are invited to submit their bids for the Procurement Opportunity for that Limited Tender through the Procurement System.

ARTICLE (20)
DIRECT ORDER AND SOLE SOURCE

1. Federal Entities may use Direct Orders to purchase by directly contracting with a Supplier from among a group of Registered and Accepted Suppliers available in the market, with the necessary justifications provided.
2. The Federal Entity may use a Sole Source for Procurement by contracting directly with the sole Supplier for specific Purchases due to the absence of other Suppliers in the market for those Purchases, or for reasons related to protecting exclusive rights to sell the items being purchased, including patents and copyrights, or in cases of Technical Competition, or the absence of any acceptable alternative, with the necessary justifications provided.
3. When using Direct Order or Sole Source in Procurement Processes, Federal Entities must adhere to the following:
 - a. Complete the justification form for Procurement through Direct Order or Sole Source, which is prepared by the procuring Federal Entity.
 - b. Commit to obtaining approvals for Purchase Requests through Direct Order or Sole Source via the Procurement System, based on the Delegation of Authority Matrix.
4. Procurement through Direct Order or Sole Source is not permitted in the following cases:
 - a. Absence of acceptable justification.
 - b. Inefficient Procurement planning and lack of sufficient time to launch the Procurement Opportunity by the procuring Federal Entity.
 - c. For Purchases requested repeatedly when other Suppliers are available in the market.

ARTICLE (21) BLANKET AGREEMENT

A unified agreement concluded by the Ministry with a Registered and Accepted Supplier on behalf of the Federal Entities subject to the Law, or concluded by a Federal Entity with a Registered and Accepted Supplier concerning the Purchases of that Federal Entity, with the aim of fixing the Purchases prices for a specific period in accordance with specific provisions and procedures, provided the following controls are observed:

1. The Procurement Opportunity must be offered through the Blanket Agreement after reviewing the offers submitted by the Registered and Accepted Suppliers on the Procurement System.
2. The Blanket Agreement must specify the prices for each unit of Purchases.
3. The Blanket Agreement must include the minimum and maximum quantities of the required Purchases wherever possible.
4. The Central Procurement Unit may renew the Blanket Agreement with the same Supplier for a period(s) exceeding the maximum limit for renewing contracts specified in this Resolution or re-offer the Procurement Opportunity for those Purchases included within the scope of the Blanket Agreement as it deems appropriate.
5. It is not required to request a Performance Bond for the Blanket Agreement unless it contributes to protecting the interests of the Federal Entity based on the request of the contracting Federal Entity.

ARTICLE (22) CATALOGUE

1. Purchasing through the Catalogue refers to Procurement Processes conducted by Federal Entities for Products or Services with predefined specifications and prices within the Catalogue – whether Federal Procurement Catalogue or Local Catalogue. Contracts with Suppliers for these Products or Services are made through the Procurement System.
2. If any Federal Entity is able to obtain lower prices than those specified in the Federal Procurement Catalogue, it must disclose this to the Central Procurement Unit to take the necessary measures to extend the benefit to other Federal Entities.
3. The Procurement Organizational Unit in the procuring Federal Entity must verify the feasibility of meeting Procurement requirements through the existing options in the Federal Procurement Catalogue before submitting a Procurement request through other procurement methods.
4. Federal Entities wishing to procure through the Federal Procurement Catalogue must conduct a Technical Competition for Registered and Accepted Suppliers for those Purchases categories within the Federal Procurement Catalogue with the aim of selecting the Supplier offering the best technical specifications that match the specific Procurement requirements from among the Registered and Accepted Suppliers for the Purchases category.
5. Federal Entities are not allowed to submit Purchase Requests through the Procurement System for items available in the Federal Procurement Catalogue, and must not renew Procurement Contracts if the Purchases and categories falling within the scope of those contracts are included in the Federal Procurement Catalogue applicable to that Federal Entity.
6. In the event that one of the required Purchases is not available within the Federal Procurement Catalogue, the Federal Entity may request its addition to the Catalogue in coordination with the Central Procurement Unit.
7. The Federal Government Procurement Manual and Procedures specifies the cases in which Federal Entities may use Local Catalogues to meet particular needs.
8. The Central Procurement Unit may renew the Federal Procurement Catalogue with the same Supplier for a period(s) exceeding the maximum limit for renewing contracts specified in this Resolution or re-offer the Procurement Opportunity for those items included in the Federal Procurement Catalogue as it deem appropriate.

ARTICLE (23) **LOW-VALUE PURCHASES**

The following controls must be taken into consideration when making Low-Value Purchases:

1. Obtaining the necessary approvals in accordance with the Delegation of Authority Matrix.
2. Not using the Low-Value Purchase process for Purchases covered by a Blanket Agreement or the Federal Procurement Catalogue, unless the items are not available, or when obtaining prices lower than those specified in the Federal Procurement Catalogue.

ARTICLE (24) **PETTY CASH CARD**

The following controls shall be observed when purchasing through a Petty Cash Card:

1. A Petty Cash Card is one of the Procurement Methods that allows the Requesting Organizational Unit to directly purchase Low-Value Products or Services and pay for them without a Purchase Request or Purchase Order.

2. Cash withdrawals from Petty Cash Cards are not permitted, except for the purpose of paying Suppliers who accept cash payments only, or for very small purchases.
3. The Federal Government Procurement Manual and Procedures specifies the necessary approvals and controls regarding the total annual petty cash limit, the identification of the Petty Cash Card manager, the names of Petty Cash Card holders and their limits, and the procedures for maintaining the petty cash balance in the designated bank account for this purpose.

ARTICLE (25)
EMERGENCY PROCUREMENT

1. Emergency Procurement is permitted after obtaining the specified approval within the Delegation of Authority Matrix, in the following cases only:
 - a. An operational emergency situation occurs due to an immediate disruption in operations caused by a shortage of Purchases, that would cause significant expenses or increased liabilities for the Federal Entity, or disrupt systems, or pose serious threats to assets or the environment in a manner that necessitates urgent and immediate action.
 - b. A case where Purchases are needed to address a specific crisis to avoid direct threat to human safety.
2. Emergency Procurement is exclusively used to meet basic needs associated with the emergency situations stipulated in Clause (1) of this Article, and may not be used for any Purchases other than those related to the specified emergency. It is also prohibited to use it for Purchases outside these cases, except after obtaining the approval of the Head of the Federal Entity.

ARTICLE (26)
RESPONSE TIME TO ANNOUNCEMENT AND SOLICITATION

1. Suppliers shall be given sufficient time to respond to the Tender Announcement, provided that the following controls are taken into account when determining the specified periods for response by Suppliers:
 - a. The periods for responding to the announcement shall be determined based on the type and size of the Purchases, the nature of the required offers, and the information required to be provided by the Participating Supplier in each Procurement Opportunity.
 - b. The periods for responding to the announcement by the Supplier shall be fifteen (15) Business Days, which may be extended by the procuring Federal Entity up to thirty (30) Business Days, at the discretion of the procuring Federal Entity.
2. If the Federal Entity issues clarifications or amendments to the Tender, the deadline for submitting responses may be extended to allow Participating Suppliers to consider them in their submitted offers.

ARTICLE (27)
INFORMATION AND DATA RELATED TO THE TENDER

In addition to the information stipulated in Article (18) of the Law, the Federal Entity must make the information and data related to the Tender available on the Procurement System, which must include, at least the following:

1. The final date for submitting bids.
2. The final date for requesting clarifications.
3. Delivery requirements, including the details of the technical and financial offers required from the Supplier.
4. Communication and inquiry procedures.
5. Evaluation criteria.
6. Scope of Work and project deliverables.
7. Timeframe for delivering project deliverables.
8. Requirements that the Supplier must provide.
9. Relevant stakeholders.
10. General terms and conditions.

ARTICLE (28)
TENDER EVALUATION CRITERIA

1. In addition to the criteria set out in paragraph (1) of Article (22) of the Law, offers shall be evaluated in accordance with the principles of transparency and fairness, based on the following criteria:
 - a. Supplier's ability to meet the requirements.
 - b. Innovation and creative solutions presented by the Supplier.
 - c. Supplier's expertise and the expertise of the work team.
 - d. Sustainable initiatives and practices adopted by the Supplier in delivering his work and services, such as using recyclable materials, reducing environmental impact, or providing renewable energy solutions.
 - e. ICV program.
2. The Federal Government Procurement Manual and Procedures specifies the financial and technical evaluation procedures and the necessary evaluation stages based on the value of the Purchases.

ARTICLE (29)
CASES OF NEGOTIATION WITH SUPPLIERS

1. Negotiating with Participating Suppliers is a mandatory step in the following cases:
 - a. When the total contract value exceeds the value specified in the Federal Government Procurement Manual and Procedures.
 - b. The procuring Federal Entity may conduct Reverse Auctions through the Procurement System as a method of negotiating financial offers if the total contract value exceeds the value specified in the Federal Government Procurement Manual and Procedures.
 - c. When negotiating long-term contracts.
 - d. When additional services are required, such as maintenance, after-sales services, or any additional support or warranties.
2. The procuring Federal Entity may negotiate with Suppliers in any of the following cases:
 - a. If the Request for Proposals states that the procuring Federal Entity may conduct financial negotiations with the Shortlisted Suppliers.
 - b. If there is a need to negotiate the terms and conditions of the contract.
 - c. Any other cases specified in the Federal Government Procurement Manual and Procedures.

ARTICLE (30)
EXCLUSION OF SUPPLIERS FROM PARTICIPATION IN TENDERS

1. In addition to the reasons specified in paragraph (1) of Article (24) of the Law, the procuring Federal Entity may exclude Participating Suppliers for any of the following reasons:
 - a. If the Supplier follows unethical practices or commits any of practices that violate competition, including those practices specified in Article (51) of this Resolution.
 - b. If there are concerns about the Supplier's financial or legal status.
 - c. Proof of change in the Supplier's qualification status in the Supplier Registry.
 - d. If the Federal Entity discovers that the Supplier has provided misleading or incorrect information in the offer or during the Tender process.
 - e. If the Supplier is subject to legal penalties or has committed financial or criminal violations.
 - f. Proof of Supplier's non-compliance with environmental or social standards, such as the use of sustainable materials or respect for workers' rights.
2. The decision to exclude the Supplier shall be issued by the Procurement Committee of the procuring Federal Entity for Purchases falling under the jurisdiction of the Procurement Committee, and otherwise the Exclusion Decision shall be issued by the Procurement Organizational Unit of the procuring Federal Entity.

ARTICLE (31)
AWARD PROCEDURES

The Tender is awarded based on the evaluation criteria stated in the Tender Announcement in accordance with the following procedures:

1. Based on the results of the technical and financial evaluation and after completing negotiations with the Shortlisted Suppliers, the Procurement Organizational Unit in the Federal Entity recommends the Supplier(s) to whom the award will be made.
2. Approvals for the recommendation to award must be obtained according to the Delegation of Authority Matrix.
3. A notice is sent to the Awarded Supplier through the Procurement System.
4. All correspondence related to the award must be made through the Procurement System.
5. The Procurement Organizational Unit in the Federal Entity must send the contract to the Awarded Supplier within a maximum of ten (10) Business Days from the date of notifying the Awarded Supplier of the award.
6. The Awarded Supplier must respond to the Federal Entity and provide the required documents, the contract, or the Performance Bond within a maximum of ten (10) Business Days from the date of dispatch of the award notice to him.
7. The Central Procurement Unit must comply with the award procedures stated in this Article.

ARTICLE (32)
AWARD DECISION

1. The Federal Entity shall prepare and send the Award Decision to the Awarded Supplier, provided that the Award Decision includes all the following data:
 - a. The name and address of the contracting Federal Entity.

- b. A brief description of the contract.
 - c. The award criteria.
 - d. The name of the Awarded Supplier.
 - e. The contract value.
 - f. The contract duration.
 - g. The place of contract execution.
 - h. Attached details of the bill of quantities.
 - i. Any conditions or requirements the Awarded Supplier must provide for contracting purposes.
2. Details of the Award Decision may be published on the Procurement System within thirty (30) days from the completion of award and contract signing, provided that it includes the following data :
- a. The name and address of the contracting Federal Entity.
 - b. A brief description of the contract.
 - c. The award criteria.
 - d. The name of the Awarded Supplier.

ARTICLE (33) **JUSTIFICATION OF THE AWARD DECISION**

1. The procuring Federal Entity must respond to any inquiry from any unsuccessful Supplier or any request to clarify the reasons that led to his non-selection within a period not exceeding ten (10) Business Days from the date of the unsuccessful Supplier's inquiry through the Procurement System.
2. Federal Entities may be exempted from justifying the Award Decision in the following cases:
 - a. The existence of emergencies or exceptional circumstances that require quick decisions, where detailed justification for the Award Decision may be waived.
 - b. Cases in which the entity is exempted from announcing or justifying the Award Decision for security reasons.
 - c. Cases in which the Federal Entities are granted direct mandates to select a specific Supplier for strategic reasons.

ARTICLE (34) **TYPES OF PROCUREMENT CONTRACTS**

1. Types of Procurement Contracts include the following contracts, and any other types that the Ministry deems necessary to support procurement in the Government or any of the Federal Entities:
 - a. Framework Agreement: A comprehensive agreement concluded between the Federal Entity and one of the Registered and Accepted Suppliers, through which an agreement is reached to determine the terms and conditions for purchasing a specific type of Purchases at fixed prices for a period of not less than one year. Under this agreement, the Federal Entity may issue Purchase Orders for the specific Purchases within the scope of the framework agreement.
 - b. Local Agreement: An agreement that allows the procuring Federal Entity to conclude an agreement linked to a framework agreement concluded at the Federal Entities' level, where the Federal Entity determines a detailed scope or specific or additional Purchases within the scope of the framework agreement. In the event of any conflict between the local agreement and the framework agreement, and the local agreement must be limited in duration or linked to the duration of the framework agreement, the framework agreement shall take precedence

- regarding the general provisions, whereas the local agreement applies to the Purchases scope defined by the procuring Federal Entity.
- c. Simple Agreement: An agreement that allows the Federal Entity the option to purchase through a simple agreement with one of the Registered and Accepted Suppliers for a single Procurement Opportunity with a simple and uncomplicated Scope of Work for low-value and repetitive Purchases for the procuring Federal Entity, when entering into a Procurement Contract is not required, and the Federal Entity has the authority to accept an offer or issue a Purchase Order as a method of Procurement through the simple agreement.
 - d. Letter of Engagement: An official document that specifies the terms and conditions of the relationship between the Supplier and the procuring Federal Entity for professional or standardized professional Purchases. This document serves as a contractual agreement, detailing the Scope of Work, responsibilities, expectations, fees, timelines, and other relevant terms to ensure that both parties have a clear understanding of their obligations.
 - e. Any other types of contracts that the Ministry deems necessary to support procurement in the government or any of the Federal Entities.
2. The Standard Procurement Contract templates established by the Ministry for use by Federal Entities include the following templates:
- a. Service Agreement Template.
 - b. Product Supply Contract Template.
 - c. Technical Product Supply Contract Template.
 - d. Technical Services Agreement Template.
 - e. Consultancy Services Agreement Template.
 - f. Internal Works and Maintenance Contract Template.
 - g. Outsourcing Contract Template.
 - h. Vehicle Leasing and Driver Use Contract Template.
 - i. Federal Procurement Catalogue Contract Templates, of all types.
 - j. Any other contract templates or purchase agreements developed by the Ministry to meet the Procurement needs of Federal Entities.

ARTICLE (35) **SPECIAL PROCUREMENT CONTRACTS FOR FEDERAL ENTITIES**

Federal Entities may draft special contracts that meet their needs in accordance with the nature and complexity of their Purchases, if necessary, in accordance with the terms and conditions specified in the Federal Government Procurement Manual and Procedures.

ARTICLE (36) **CONTRACT SIGNING PROCEDURES**

Federal Entities and Suppliers must adhere to the following procedures for signing contracts:

1. After the Award Decision is issued, the Federal Entity shall prepare the Procurement Contract according to the contract template used for that Procurement Opportunity, as included in the Tender Documents or the appropriate Procurement Contract based on the available Procurement Contract

templates through the Procurement System, as the case may be, within a maximum period of ten (10) Business Days from the date of notification of the Award to the Awarded Supplier.

2. The Federal Entity shall prepare contracts of a special nature after the issuance of the Award Decision, within a maximum period of thirty (30) Business Days from the date of notification of the Award to the Awarded Supplier.
3. The Contract Administrator must provide the necessary inputs to specify all Procurement details within the contract.
4. The Awarded Supplier, after receiving the Procurement Contract from the Federal Entity, must provide the Federal Entity with the signed contract within a maximum period of fifteen (15) Business Days from the date of receipt of the contract copies.
5. The Federal Entity, after receiving the signed Procurement Contract from the Awarded Supplier, must provide the Awarded Supplier with the contract signed by the Federal Entity within a maximum period of fifteen (15) Business Days from the date of receipt of the signed contract copies.

ARTICLE (37) **CONTRACT AMENDMENTS**

Procurement Contracts may be amended in accordance with the following provisions and controls:

1. Amendments related to contract scope, cost, or terms and conditions:
 - a. When it is necessary to amend the contract or make any change related to the contract scope, the amendment must be justified by clear and acceptable reasons, ensuring that the amendment does not change the contract value beyond the percentage specified in the Federal Government Procurement Manual and Procedures.
 - b. When it is necessary to amend the contract or make any change related to its value, the amendment must be justified with clear and acceptable reasons, ensuring that the amendment value does not exceed the percentage specified in the Federal Government Procurement Manual and Procedure, and obtaining the necessary approvals for the contract value amendment according to the Delegation of Authority Matrix.
 - c. Consider other amendments related to the contract scope and value, including modifying the implementation timeline and related terms and conditions related to the Procurement Contract.
2. Amendments related to the contract timeline (contract extension):
 - a. The contract may be extended when there is a need to amend the contract timeline (contract execution time period only), provided that this amendment does not include any change to the contract scope, value or any other terms and conditions contained in the contract.
 - b. The contracting Federal Entity, after agreeing with the Contracted Supplier on the necessary timeline amendment, shall issue a notice to extend the contract through the Procurement System.
3. Any additional amendments related to the contractual terms and conditions contained in the Standard Procurement Contracts, which are not stipulated in Clauses (1) and (2) of this Article, shall be referred to the Central Procurement Unit for consideration, with clear and acceptable justifications for the reasons for amending the standard terms and conditions.
4. Any contract amendments or changes must be documented in an annex signed by both parties to the contract.

ARTICLE (38) **CONTRACT RENEWAL**

The following controls must be observed when renewing contracts with the same Supplier:

1. When wishing to renew contracts with the same Supplier without amending the contract terms and conditions, the renewal period must not exceed the period specified in the Federal Government Procurement Manual and Procedures. The renewal must be documented in an appendix with the same terms and conditions as the original contract, signed by both parties.
2. When wishing to renew contracts with the same Supplier with amendments to the contract terms and conditions, the renewal period must not exceed the period specified in the Federal Government Procurement Manual and Procedures, and the new terms and conditions shall be documented in an annex and signed by both parties.
3. When the renewal periods specified in the Federal Government Procurement Manual and Procedures are exhausted, and the Federal Entity wishes to purchase the Purchases included in the scope of the expired contract, the procuring Federal Entity must issue the Procurement Opportunity for competition on the Procurement System and conduct evaluation of the Participating Suppliers with impartiality and integrity, considering the market developments for that Purchases category and the added value provided by the Participating Suppliers.
4. If the same Supplier is awarded the expired Procurement Contract under Clause (3) of this Article, the procuring Federal Entity must provide justifications for awarding the same previous Supplier and obtain the necessary approvals for the award to that Supplier according to the terms and conditions specified in the Federal Government Procurement Manual and Procedures and the Delegation of Authority Matrix.
5. If there is a continuous need to purchase the Purchases within the scope of the expired contract, the procuring Federal Entity may consider the possibility of signing a framework agreement with the Supplier for those Purchases, in accordance with the provisions of the framework agreement in the Federal Government Procurement Manual and Procedures, in coordination with the Central Procurement Unit.
6. As an exception to the provisions of this Article, the Central Procurement Unit may renew the Federal Procurement Catalogue or Blanket Agreements with the same Supplier for a period or periods exceeding the maximum limit for renewing contracts specified in the Federal Government Procurement Manual and Procedures, as it deems appropriate.
7. The Federal Entity may renew the Blanket Agreement, Local Catalogue, or specific contracts with the exclusive Supplier for a period exceeding the maximum limit for renewing contracts specified in the Government Procurement Procedures Manual, based on the recommendation of the Procurement Organizational Unit and in accordance with the Delegation of Authority Matrix, provided that the Federal Entity exceeds the maximum limit for renewal, the Procurement Opportunity is re-tendered, and no other Supplier is available other than the previously Contracted Supplier for those Purchases.

ARTICLE (39)

CONTRACT SUSPENSION

Federal Entities may decide to suspend the contract for a temporary period as they deem appropriate, based on a report from the Procurement Organizational Unit recommending the suspension of the contract due to the Supplier's failure to fulfill his obligations, or for considerations of the Public Interest, or the occurrence of natural disasters, or any other reasons that justify suspending the contract for a specific period, in accordance with the following controls and provisions:

1. If the Federal Entity chooses to suspend the contract, it must send a notice to the Supplier specifying the suspension duration and the nature of the reasons for suspension. In the event of a breach or

negligence on the part of the Supplier, the Supplier shall be notified of the need to amend and correct the obligations that he has breached during the period specified in the notice.

2. The Federal Entity may impose a penalty on the Supplier for the period during which he failed to meet his obligations, at a rate not exceeding ten (10%) percent of the total contract value for each year. In the event the contract value is less than one (1) year, the penalty shall be calculated at a rate of ten (10%) percent of the total contract value, without prejudice to other penalties specified in the contract and taking into account the controls set out in the Federal Government Procurement Manual and Procedures. The Federal Entity's right to impose a penalty shall not be forfeited if the Supplier amends and corrects the breached obligations within the period specified in the notice sent by the Federal Entity.
3. The Supplier shall not be entitled to any payments or compensation for the contract suspension period, nor claim an extension of the contract for a period equal to the suspension period.
4. The Supplier shall be entitled to payments due for Purchases executed before the contract suspension date.
5. Contract suspension does not prevent the Supplier from claiming his financial entitlements due before the contract suspension date.
6. If the Supplier fails to rectify his situation and correct his breach, the Federal Entity has the right to take action according to the provisions of Clauses (1)(a) of Article (40) of this Resolution.

ARTICLE (40) **CONTRACT TERMINATION**

1. The Federal Entity may terminate the contract in the following events:
 - a. In the event that the Supplier fails or defaults in executing his contractual obligations, and does not rectify the situation despite the suspension of the Contract and notification to rectify the situation, the Federal Entity has the right to terminate the contract immediately, provided that a notice of termination is sent to the Supplier in accordance with the provisions of the Procurement Contract without the need to obtain a court ruling. The Federal Entity further has the right in this case to confiscate and liquidate the Performance Bond or equivalent guarantees.
 - b. As an exception to the stipulations of Clause (1)(a) of this Article, the Federal Entity has the right, in the event of the Supplier's breach or failure to fulfill his contractual obligations, to terminate the contract immediately without the need to suspend the contract in accordance with Article (40) of this Resolution, provided that a notice of termination is sent to the Supplier in accordance with the provisions of the Procurement Contract, especially in contracts that do not allow suspension or for Purchases necessary for the continuation of the operational work of the contracting Federal Entity, and without the need to obtain a court ruling.
 - c. Federal Entities may unilaterally terminate the contract at any time for any reason justifying termination for the contracting Federal Entity, according to the terms and conditions stipulated in the Federal Government Procurement Manual and Procedures, provided that the Supplier is notified of the termination in accordance with the terms of the Procurement Contract.
2. In the event of contract termination under any of the cases mentioned in Clause (1) of this Article, the Supplier's financial rights shall be limited to the payments due to him prior to termination, and his right to claim any payments that become due after the date of termination shall be forfeited.
3. Federal Entities have the right to demand compensation from the defaulting Supplier for any damages incurred due to his breach and to confiscate and liquidate the Performance Bond or equivalent guarantees.

ARTICLE (41)
CONTRACT RESCISSION

1. Federal Entities have the right to immediately rescind the contract unilaterally if it is proven that the Supplier has committed any act of non-compliance with the Law, this Resolution, any of the legislations in force in the UAE, or has committed a violation of competition including those practices stated in Article (51) of this Resolution. In this case, the Federal Entities shall have the right to confiscate and liquidate the Performance Bond or the equivalent guarantees and to claim compensation from the defaulting Supplier for all damages incurred as a result of the Supplier's actions specified in this Clause, and the Supplier's right to any payments due under the contract shall be forfeited.
2. Upon rescission of the contract, the contracting Federal Entity shall have the right to demand the Supplier to return any advance payments received on account of the Procurement Contract payments and to take any measures in accordance with the provisions of the Procurement Contract.

ARTICLE (42)
CONTRACT CLOSURE

1. The contract closure procedure is made when all of the following conditions are met:
 - a. The expiry of the specified contract duration or its termination in accordance with the provisions of this Resolution and the terms and conditions contained in the contract.
 - b. The receipt by the Federal Entity and the Contract Administrator of the Purchases according to the agreed-upon specifications, and the issuance of a receipt notice by the contracting Federal Entity.
 - c. The completion of all contractual requirements and the Scope of Work, and the fulfillment of all contractual obligations under the Procurement Contract.
2. The Contract Administrator must close the contract by verifying the completion of all Purchases receipt procedures and payments, along with the fulfillment of all rights and obligations of the contracting parties, and issuance of a notice of the expiry of the contract term and its closure, unless the two parties agree to renew the contract term.

ARTICLE (43)
SUBCONTRACTING

Subcontracting is subject to the following conditions:

1. The Contracted Supplier must indicate in the offer submitted to the Federal Entity that part of the procured Purchases will be executed by a subcontractor. The Supplier must specify in his offer the parts of the Purchases that will be executed by the subcontractor in a clear and detailed manner. The Supplier must also provide the Federal Entity with all required information about the subcontractor at any time, and explain the reasons that lead to the subcontracting, including the subcontractor's percentage of commitment to the entire Purchases of the tender or bid.
2. The Contracted Supplier must obtain prior written approval from the Federal Entity prior to entering into a Subcontract. If the Supplier does not obtain such approval and proceeds with Subcontracting,

the Federal Entity has the right to terminate the contract immediately in accordance with the provisions of Article (40) of this Resolution.

3. The contracts between the main Supplier and the subcontractor must clearly specify and detail the quantities and work allocated to each party and the contract prices, according to the requirements, conditions, and specifications of the tender or bid. The main Supplier must provide the Federal Entity with electronic copies of these signed contracts. The procuring Federal Entity reserves the right to verify these contracts and request the original contracts for inspection if necessary.
4. The Contracted Supplier remains responsible to the Federal Entity for his obligations and the subcontractor's obligations, and shall be responsible for the Purchases subject to the subcontracts according to the terms and specifications outlined in the Procurement Contract with the Federal Entity. Obtaining Federal Entity 's approval for Subcontracting shall not exempt the Contracted Supplier from the responsibilities and obligations under the contract with the procuring Federal Entity.
5. The subcontractor may not assign any part of the work contracted to him by the main Supplier to another third party.
6. Before starting the implementation of the works, the Contracted Supplier shall, upon obtaining approval from the Federal Entity for Subcontracting, provide the Federal Entity with an undertaking, through the Procurement System, provided it includes his approval for the Federal Entity to pay the amounts due to the subcontractor from the amounts due to the Contracted Supplier if he fails or delays in paying the amounts due to the subcontractor for the Purchases executed by the subcontractor as disclosed to the Federal Entity in the offer submitted by the Contracted Supplier in accordance with the terms and conditions of the Procurement Contract.
7. Any amounts paid by the Federal Entity to the subcontractor pursuant to the provisions of this Article shall be deducted from the contract value payable to the Contracted Supplier.

ARTICLE (44)

DIRECT PAYMENT IN CASES OF SUBCONTRACTING

The Federal Entity may, as an exception and at its absolute discretion, make direct payments to subcontractors, provided that the following conditions are met:

1. The Federal Entity must have issued prior written approval for Subcontracting in accordance with the provisions of the Law and this Resolution.
2. The offer and contract concluded between the Federal Entity and the Contracted Supplier must clearly state the details of the Purchases to be executed by the subcontractor, including prices, costs, and all other related terms and conditions, in a manner that eliminates any ambiguity in the obligations of the Contracted Supplier and the subcontractor.
3. The subcontractor must be registered and accepted in the Supplier Registry.
4. The subcontractor must have completed the execution of the Purchases in a manner consistent with his obligations under the contract with the Federal Entity and the Contracted Supplier, and the procuring Federal Entity confirms receipt and acceptance of the Purchases that are subject to direct payments.
5. The subcontractor must issue a direct payment claim to the Federal Entity, stating the reasons that justify the direct payment.
6. The Contracted Supplier must provide a copy of the subcontract agreement between the Contracted Supplier and the subcontractor to the Federal Entity in accordance with the provisions of Article (43) of this Resolution and any other documents requested by the Federal Entity for the purposes of verifying the Subcontracting.

7. The Federal Entity must inform the Contracted Supplier of any direct payment transaction to the subcontractor.

ARTICLE (45)
SUPPLIER ALLIANCES

1. The Federal Entity may accept offers from Supplier Alliances for Purchases whose nature or size necessitates collaboration between two or more Suppliers, provided that the Federal Entity specified any related terms or conditions within the Tender Documents and that the Suppliers in the alliance are registered and accepted in the Supplier Registry.
2. Allied Suppliers must submit the signed alliance agreement and any other documents specified by the procuring Federal Entity that demonstrate their ability to execute the Procurement Contract and ensure their joint liability in fulfilling their obligations towards the procuring Federal Entity.
3. Allied Suppliers are jointly responsible for the joint execution of the contractual obligations subject to the Procurement Contract. The alliance contract must specify a Registered and Accepted Supplier as the leader of the alliance to represent the alliance before the Federal Entity, provided that all Registered and Accepted Suppliers in the alliance are parties to the Procurement Contract with the Federal Entity.
4. The Federal Entity has the right to pursue any of the allied Suppliers in cases of negligence, default, or error.
5. The Federal Entity shall pay the dues of the allied Suppliers for the Purchases supplied according to the terms and conditions of the Procurement Contract concluded with the Federal Entity.
6. In the event of a dispute between the allied Suppliers regarding the execution of the contractual obligations arising from the Procurement Contract, that results in a breach or failure of any of them to fulfill their contractual obligations, all allied Suppliers shall be jointly obliged to compensate the Federal Entity for any damages incurred.

ARTICLE (46)
GRIEVANCE COMMITTEE

1. A Grievance Committee shall be formed in each Federal Entity by decision of the Head of the Federal Entity. The decision to form the committee shall specify the number of committee members, the appointment of the Committee's chair and vice-chair, and the mechanism for making decisions and adjudicating the grievances submitted to it in accordance with the grievance procedures specified in this Resolution, and time limits for Suppliers to submit grievances.
2. The Grievance Committee must observe neutrality, independence, and transparency when considering the grievances submitted to it and while making decisions in this regard, in accordance with the provisions of the Law and this Resolution.

ARTICLE (47)
COMPETENCIES OF THE GRIEVANCE COMMITTEE

Every Supplier has the right to appeal decisions or actions taken by the Federal Entity, and this appeal shall be submitted to the Grievance Committee formed by the Federal Entity. The Grievance Committee shall be competent to consider the following:

1. Supplier grievances related to unfair purchasing practices, including the Award Decision or any decision or action taken by the Federal Entity prior to the Award Decision that includes bias, favoritism, or violations in the evaluation process of purchase offers or tenders, or awarding criteria that may harm some Suppliers.
2. Contracted Suppliers' grievances related to requests to amend the terms or conditions of the contract by the Federal Entity after contracting or to accommodate an occurrence or an emergency that prevents the Contracted Supplier from executing the contract in whole or in part, or requests for extending contract periods or service completion periods due to the occurrence of emergency circumstances.
3. Grievances submitted by Suppliers regarding penalties imposed on them under the provisions of this Resolution.

ARTICLE (48) **GRIEVANCE PROCEDURES**

1. The Supplier may file a grievance to the Grievance Committee of the Federal Entity against the decision or action within five (5) Business Days from the date of the decision or action that is subject of the grievance, provided that the grievance is reasoned and accompanied by all supporting documents and papers.
2. The Grievance Committee at the Federal Entity shall consider the grievances to determine their seriousness and validity.
3. The Grievance Committee may assign an employee of the Federal Entity, who did not participate in any stage of the Procurement Process for the Procurement Opportunity subject of the complaint, or seek the assistance of an external specialist if necessary, to verify the seriousness of the grievance by reviewing all Procurement procedures, minutes, records, and other Tender Documents and inquiring from members of the Procurement Committee, the Procurement Organizational Unit and the relevant organizational units at the Federal Entity.
4. The Grievance Committee at the Federal Entity shall issue a decision to reject or accept the grievance within five (5) Business Days from the date of receipt, and shall notify the complaining Supplier of its decision within five (5) Business Days from the date of its issuance. The decision issued regarding the grievance shall be final and failure to respond within the specified timeframe shall be considered a rejection of the grievance.
5. If the grievance is accepted, the Grievance Committee at the Federal Entity shall recommend corrective actions, if any, such as reviewing the procurement decisions, re-evaluating the Procurement Opportunity subject of the grievance, resolving the grievance amicably, or other measures consistent with the Law, this Resolution, and the Federal Government Procurement Manual and Procedures.

ARTICLE (49) **DECISIONS OF THE GRIEVANCE COMMITTEE**

1. The Grievance Committee shall issue its decisions regarding grievances received regarding actions or decisions made prior to the issuance of the award decision within a period not exceeding ten (10) Business Days from the date of receipt of the grievances. The decisions of the Grievance Committee in this regard shall be final and not subject to appeal.
2. The Grievance Committee shall issue its decisions regarding grievances from Contracted Suppliers related to fines or penalties imposed under this Resolution within a period not exceeding sixty (60) Business Days from the date of receipt of the grievances. The decisions of the Grievance Committee shall be final, and failure to respond within the specified period shall be deemed a rejection of the grievance.

ARTICLE (50)
CASES OF NON-CONFORMITY

1. Federal Entities must abide by the provisions of the Law and this Resolution. A Federal Entity is considered in violation if any of the following cases of non-conformity occur:
 - a. Violating any provision of the Law, this Resolution, or the Federal Government Procurement Manual and Procedures.
 - b. Concluding Procurement Contracts with a Supplier who is not registered and accepted in the Supplier Registry in accordance with the provisions of this Resolution.
 - c. Failure to observe data protection and privacy measures as per applicable federal legislation.
 - d. Discriminating between competing Suppliers in tenders or bids.
2. The supplier shall abide by the provisions of the Law and this Resolution, and shall be deemed in violation if any of the following non-conformities occur:
 - a. Entering in a Procurement Process without following the approved registration and acceptance procedures and requirements, or the registration and acceptance procedures specified in this Resolution and the Federal Government Procurement Manual and Procedures.
 - b. The Supplier's failure to comply with applicable federal legislation.
 - c. The Supplier's or its employees failure to inform the Federal Entity of any risks that prevent his completion or affect the implementation of his obligations arising from the contract .
 - d. The Supplier commits any act that constitutes corruption, bribery, or commits any crime punishable by law according to the legislation in force in the UAE, as determined by the Federal Entity.
 - e. Submitting inaccurate or fraudulent reports, information, data, or documents to obtain a benefit or to harm others.
 - f. Violating any of the provisions of the Law, this Resolution, or the Federal Government Procurement Manual and Procedures.

ARTICLE (51)
ANTI-COMPETITIVE PRACTICES AND PENALTIES

1. All Suppliers are prohibited from engaging in any anti-competitive practices or alliances or agreements, explicitly or implicitly, that constitute a breach of competition or lead to limiting or preventing it to achieve a benefit for the Supplier, or harming other Suppliers, or engaging in any practices that would undermine the integrity of Procurement Processes, especially the following anti-competitive practices:

- a. Restricting purchase prices of Purchases, directly or indirectly, by inducing an increase, decrease or fixation contrary to the market price to pressure Federal Entities in a way that negatively affects competition.
 - b. Collusion in bids, tenders, and offers with other Suppliers and subcontractors.
 - c. Limiting the production quantities of Products or the performance of Services, including restricting manufacturing, distribution, or marketing operations, thereby affecting Procurement prices.
 - d. Taking measures to obstruct other Suppliers from entering bids or tenders with the aim of excluding them.
 - e. Preventing Suppliers from submitting bids for tenders.
 - f. Disclosing any Confidential Information that would compromise competition.
 - g. Forcing Federal Entities to deal with specific Suppliers or local agents to increase profit margins or evade the basic obligations and guarantees associated with the Contracted Supplier or parent companies for local suppliers.
 - h. Failure to follow the procedures or communication channels specified for a Procurement Opportunity.
2. When a Federal Entity becomes aware of any violation by a Supplier as listed in Articles (50) and (51) of this Resolution, it must notify the Central Procurement Unit at the Ministry and submit all documents proving the Supplier's violation, so that the Central Procurement Unit can consider the violation and take the necessary measures regarding the Supplier or recommend the necessary action to the contracting Federal Entity.
 3. The Federal Entity or the Central Procurement Unit, if it is the contracting party with the violating Supplier, may impose the following administrative sanctions on the Supplier if he commits any of the prohibited practices in Clause (1) of this Article:
 - a. A financial penalty determined by the Federal Entity, not exceeding ten (10%) percent of the annual total sales of Products or Service revenues within the contract subject to the violation for one (1) year, and ten (10%) percent calculated from the total contract value for contracts with a term of less than one (1) year.
 - b. Blacklisting the Supplier who has committed prohibited practices for a period of not less than five (5) years. This listing shall result in the Supplier being prohibited from participating or submitting bids in any tenders or bids offered by the Federal Entities for the entire period of his presence on the list after coordination with the Ministry.
 4. Suppliers have the right to appeal the administrative penalties specified in Clauses (3)(a) and (3)(b) of this Article before the Grievance Committee of the Concerned Federal Entity.

ARTICLE (52)

APPLICABLE LAW AND DISPUTE RESOLUTION

1. Any dispute, disagreement, or claim arising from or relating to Procurement Contracts, or their interpretation, rescission or termination, shall be subject to the applicable laws of the UAE and shall be heard before the competent federal courts of the UAE.
2. Procurement Contracts executed outside the UAE are exempted from the provision in Clause (1) of this Article, if the head of the relevant Federal Entity agrees to apply the law of the country in which the contract is executed, in accordance with the provisions of Clause (1) of Article (37) of the Law.
3. Arbitration may be agreed upon as a means of dispute resolution with Suppliers. However, it is prohibited to agree on conducting arbitration outside the UAE or subjecting any dispute related to

the Procurement Contract or its related procedures to the laws of any jurisdiction not in force in the UAE. Any provision to the contrary shall be deemed null and void ab initio.

4. Notwithstanding the prohibition on arbitration outside the UAE, a Federal Entity may resort to arbitration outside the UAE for dispute resolution if it deems appropriate.
5. In all cases, the approval of the Cabinet shall be required when including an arbitration clause as a means of dispute resolution or when resorting to arbitration outside the UAE, along with providing justifications for including such a clause.
6. Any dispute that falls within the jurisdiction of the Grievance Committee and relates to Procurement Contracts shall not be considered unless it has been presented to the Grievance Committee in accordance with the procedures specified in this Resolution.

ARTICLE (53)
FINAL PROVISIONS

1. The Minister shall issue the necessary decisions to implement the provisions of this Resolution.
2. The Ministry shall be responsible for issuing clarifications and directives regarding the implementation of the provisions of this Resolution and developing the necessary templates and manuals to implement what is stated therein.

ARTICLE (54)
CANCELLATIONS

1. Cabinet Resolution No. (4) of 2019 regarding Procurement Regulation and Storehouses Management in the Federal Government shall be repealed.
2. Cabinet Resolution No. (1/1) of 2022 regarding the adoption of the Digital Procurement Policy for the Federal Government shall remain in effect to the extent that it does not conflict with the provisions of this Resolution, until the Minister issues a decision adopting the Federal Government Procurement Manual and Procedures.

ARTICLE (55)
RESOLUTION PUBLICATION AND ENFORCEMENT

This Resolution shall be published in the Official Gazette and shall come into force six (6) months from the date of its publication.

Mohammed Bin Rashid Al Maktoum
Prime Minister

Date of issuance: 4 November 2024