



قطر تستحق الأفضل  
Qatar Deserves The Best

هيئة الأشغال العامة  
PUBLIC WORKS AUTHORITY

## **REQUEST FOR QUALIFICATION**

**DEVELOPMENT OPPORTUNITY.  
THE PUBLIC PRIVATE PARTNERSHIP FOR  
A DEVELOPMENT OPPORTUNITY OF THE  
TRUCK AND HEAVY EQUIPMENT  
PARKING AT DOHA INDUSTRIAL AREA**

**PROJECT ID: BP 2019 S 051 G**

**QUALIFICATION PROCEDURES  
AND SERVICES REQUIREMENTS**

**Public Works Authority  
P.O. Box 22188  
Doha  
State of Qatar**

**November 2019**

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## Definitions

Ashghal	Public Works Authority;
Authority	Collectively, Ashghal, MME, MoF and any other government entity or ministry participating in any respect in this Procurement Process, and, from the execution date of the Project Agreement, solely MME;
Bidder	A Qualified Respondent that submits a Proposal in response to the RFP;
DBFOMT	A form of PPP wherein a private entity receives a concession from the public sector to design, build, finance, operate, maintain and transfer a project;
Confidentiality Agreement	The confidentiality agreement submitted by each Respondent in its SOQ, in the form set out in Appendix 9.3.
Consortium	An unincorporated joint venture or other contractual arrangement between international and/or Qatari companies formed for the purpose of bidding on and, if successful, performing jointly and severally any obligations required of the Project Company to deliver the Project;
Consortium Leader	In respect of a Respondent that is a Consortium, the Consortium Member chosen by the Consortium, as specified in a MoU, to represent such Respondent before the Authority both during the Procurement Process and during delivery of the Project;
Consortium Member	In respect of a Respondent that is a Consortium, any member of the Consortium comprising such Respondent;
EPC	Engineering, procurement and construction;
Executive Regulations	The Decision of the Council of Ministers No. (16) of 2019 On Issuing the Executive Regulation of Law on Regulating Tenders and Auctions Promulgated by Law No. (24) of 2015;
Facilities	The truck and heavy equipment parking spaces and associated commercial and services facilities to be developed as a DBFOMT as part of the Project, as further described in Section 2 of this RFQ;
FM	Facilities management;
FM Services	Facilities management services as detailed in Section 2.5;

GCC	Gulf Cooperation Council;
GTC	Has the meaning given in Clause 3.2;
ICT	Information and communication technology;
Information	The information contained in this RFQ, together with any information previously provided, or to be provided, at any time during the Procurement Process by the Authority, its Transaction Advisers or the directors, officers, members, partners, employees, other staff, agents or advisers of any such persons;
Interested Party	Has the meaning given in Clause 1.1;
MME	Ministry of Municipality and Environment;
MOCI	Ministry of Commerce and Industry;
MoF	Ministry of Finance;
Mol	Ministry of Interior;
MoU	In respect of a Bidder that is a Consortium, a memorandum of understanding document signed between the different Consortium Members clearly stating the Consortium Leader;
NPQ	Notice of prequalification;
PPP	Public Private Partnership;
Preferred Bidder	The Bidder that is selected to proceed to negotiate the Project Agreement at the end of the RFP Stage;
Procurement Process	The procurement process for the Project including the RFQ Stage, the RFP Stage and the negotiating and signing of the Project Agreement and any other documents and agreements required to be executed and delivered pursuant to or in connection therewith;
Project	The PPP project to DBFOMT the Facilities in accordance with the Project Agreement;
Project Agreement	The contract that will be executed between MME and the Project Company in respect of the Project;
Project Company	The special purpose entity formed in compliance with Clauses 3.4, 3.5 and 6.1 and applicable Qatari law by the Successful Bidder to enter into the Project Agreement and to deliver the Project;

Proposal	A proposal prepared and submitted by a Qualified Respondent in response to the RFP;
QSE	Qatar Stock Exchange;
QAR	Qatari riyals, the lawful currency of the State of Qatar;
Qualified Respondent	A Respondent that is qualified to be invited to receive the RFP and submit a Proposal pursuant to, and in accordance with, the RFP;
Respondent	A company or Consortium that submits a SOQ in response to the RFQ;
RFP	The request for proposal document for the Project;
RFP Stage	The stage of the Procurement Process from the release of the RFP for Qualified Respondents to the selection of the Preferred Bidder;
RFQ	This request for qualification document for the Project;
RFQ Stage	The stage of the Procurement Process from the release of this RFQ to the publication of the shortlist of Qualified Respondents;
Sites	The sites allocated for the Project as described in more detail in Section 2.6;
SOQ	A statement of qualifications which constitutes a response to this RFQ setting out the qualifications of the Respondent to participate in the RFP Stage of the Procurement Process;
Submission Deadline	Has the meaning given in Clause 6.3;
Successful Bidder	The Preferred Bidder with whom negotiations with the Authority successfully lead to the execution and delivery of the Project Agreement between the Project Company and the Authority;
Tenders Law	Law No. (24) of 2015 On Issuing the Regulation of Tenders and Auctions Law;
Term	Has the meaning given in Clause 2.3;
Transaction Advisers	Has the meaning given in Clause 1.1;
USD or \$	United States dollars, the lawful currency of the United States of America.

# 1. GENERAL INFORMATION

## 1.1 Disclaimer

Definitions used in this disclaimer that are not expressly defined herein shall have the meaning defined under Definitions in this RFQ.

The information contained in this document has been compiled by the Authority, on behalf of the Government, with the assistance of PricewaterhouseCoopers, Eversheds Sutherland LLP and Parsons (each, a “Transaction Adviser” and, collectively, the “Transaction Advisers”) to assist interested parties (each, an “Interested Party”) in pre-qualifying to receive a RFP in relation to the Project. It does not constitute and will not form part of any pricing proposition or invitation to submit a pricing in relation to the Project.

This document does not contain all the information that Interested Parties and their advisers would desire or require in reaching a decision as to whether to participate in the Procurement Process or any potential investment in the Project. Interested Parties should form their own views as to what information is relevant to such decisions, and make their own independent investigations in relation to information contained in this RFQ or any additional information. This document outlines the Authority’s expectations in relation to the Procurement Process and details the State of Qatar’s current and future development plans.

The Authority reserves the right, in its absolute discretion, at any time and at any stage of the Procurement Process and with or without notice, to, subject to the provisions of the Tenders Law and Executive Regulations, terminate further participation in the Procurement Process by any Interested Party, Respondent, Qualified Respondent, Bidder, or Successful Bidder, to change the structure, terms and conditions and timing of the Procurement Process, to refuse entry to a particular party to the next stage of the Procurement Process, to amend the information contained in this RFQ or to terminate the Procurement Process itself. The Authority, the Government or the Transaction Adviser shall have no responsibility or liability for any costs, expenses and other liabilities or implications incurred to by any participant in the Procurement Process, including without limitation in relation to this RFQ.

The Authority reserves the right, in its absolute discretion, to reject any or all of the SOQs, Proposals or terminate further participation by any person as aforesaid. Neither issuance of this RFQ nor issuance of the RFP or any other document or request by or on behalf of the Authority at any time will obligate the Authority to enter into any agreement or impose any liability on any of them.

Neither the Authority nor any of its representatives shall be under any obligation to return any SOQ submitted by any Respondent or to reimburse any Respondent for any cost or expense,



whether incurred in preparing its SOQ or to any other request from the Authority, the Government, its Transaction Advisers or otherwise.

This RFQ and the information contained herein are confidential and may not be issued, published, distributed or otherwise divulged to any other persons (other than in accordance with a signed Confidentiality Agreement). The recipient of this RFQ shall, upon the request of the Authority, promptly return this RFQ (and all copies thereof) to the Authority at the address specified in this RFQ.

This disclaimer shall remain in full force and effect notwithstanding any Project Agreement or document that may be concluded in respect of the Project.

## **1.2 Terms and Conditions of the RFQ**

### **1.2.1 Responsibility for Costs**

Each Respondent is solely responsible for all costs it incurs in evaluating whether or not to submit a SOQ and in the preparation of its SOQ, including without limitation all costs of providing information requested by, or on behalf of, the Authority, attending meetings and conducting due diligence. Under no circumstances shall the Authority or any of its advisers (including the Transaction Advisers) be liable for any costs or expenses borne or incurred by any Respondent or any of its advisers in the RFQ Stage, including if the Authority elects to revise any of the terms of this RFQ, disqualify any Respondent, delay or cancel the Procurement Process, or exercise any other discretion reserved to the Authority pursuant to Clauses 1.1, 1.2.3, or 1.2.4 or pursuant to the Tenders Law or the Executive Regulations.

### **1.2.2 No Contract**

Nothing in this RFQ or any other documentation or information issued during the Procurement Process shall constitute the basis of a contract that may be concluded in relation to the Project, nor shall such documentation or information be used in construing any such contract. Each Respondent must rely on the terms and conditions contained in the Project Agreement when, and if, finally executed, subject to such limitations and restrictions that may be specified in the Project Agreement. The Project Agreement shall not contain any representation or warranty in respect of the RFQ or any other pre-contract documentation or information.

### **1.2.3 Authority's Right to Cancel or Vary**

Subject to the Tenders Law and Executive Regulations, this RFQ does not commit the Authority in any way to proceed with the procurement of the Project. Furthermore, the Authority reserves the right, at any time, in its sole and absolute discretion and with no liability whatsoever, to:

- amend the scope of the Project and/or the terms of the business opportunity described in this RFQ;
- amend, terminate or suspend any element of the Procurement Process, including by extending any date, time period or deadline provided for in this RFQ;
- reject or disqualify any or all SOQs for any reason and without any obligation, compensation or reimbursement to any Respondent (or any Consortium Member);

- waive any defect or irregularity in any SOQ or any non-conformity in the form or content of any SOQ and accept that SOQ;
- re-advertise for new SOQs or enter into negotiations for this Project with third parties; and/or
- proceed with the Project and/or work of a similar nature in some other manner or not at all.

#### **1.2.4 Conflicts of Interest**

The Authority is concerned about conflicts of interest and the Authority reserves the right to disqualify Respondents where there is an actual or potential conflict of interest. Without prejudice to Clause 6.6, the Authority will regard as a conflict of interest any situation in which a Respondent, a Consortium Member or an adviser, agent or subcontractor to such person is also:

- an adviser, agent or subcontractor to the Authority or any other public authority in relation to the Project;
- an adviser, agent, or subcontractor to any other Respondent or any Consortium Member in respect of any other Respondent; or
- a Consortium Member in respect of any other Respondent.

Respondents are required to review carefully the prior or current involvement of the Respondent, any Consortium Member and the advisers, agents and sub-contractors of such persons in the Project and fully disclose any actual or potential conflict to the Authority (via the e-mail address set out in Clause 5.2) as soon as the same is identified by the Respondent.

#### **1.2.5 Confidentiality**

Each Interested Party receiving this RFQ shall regard and treat all Information (which is not made publicly available) as being strictly private and confidential and shall ensure that the same is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a SOQ to be prepared, provided that the disclosing party ensures that the receiving party shall comply with the terms of this RFQ.

This Clause 1.2.5 is without prejudice to the obligations under the Confidentiality Agreement.

#### **1.2.6 Ownership and Copyright**

All documentation supplied by the Authority and/or its Transaction Advisers in relation to the Project is and shall always remain the property of the Authority or such Transaction Advisers, as applicable, and shall be returned upon demand, without any copies being retained in any form by the Respondent.

Copyright to this RFQ and other documentation supplied by the Authority and/or its Transaction Advisers rests exclusively with the Authority or such Transaction Advisers, as relevant, and such documentation may not be copied, reproduced, distributed or otherwise made available to any other third party (either in whole or in part) without the prior written consent of the Authority and its advisers, except in connection with the preparation and submission of a SOQ and/or a Proposal.

All SOQs submitted to the Authority shall become the property of the Authority on the date submitted.

### 1.3 Purpose of the RFQ

The Authority is embarking on the development of truck and heavy equipment parking spaces and associated commercial and services facilities, to address the demand for truck and heavy equipment parking facilities and to address the issue of illegal parking on the roadside and in residential areas.

To assist the Authority on the structuring and delivery of the Project, the Authority has appointed the Transaction Advisers.

The purpose of this RFQ is to invite Interested Parties to indicate their interest in, and qualifications for, the Project. Following receipt of SOQs from interested parties, the Authority intends to select a shortlist of Respondents to be invited to participate in the RFP Stage in accordance with Section 8 of this RFQ.

### 1.4 Structure of the RFQ

The remainder of this RFQ has been structured into the following Sections:

- **Section 2 - Project Background:** this Section provides a brief background and description of the Project;
- **Section 3 - Legal Matters:** this Section provides an overview of some of the key legal and regulatory aspects relating to the Project;
- **Section 4 - Commercial and Financial Matters:** this Section summarises the financing responsibilities, the anticipated payment structure for the Project and other relevant commercial matters;
- **Section 5 - Procurement Process:** this Section provides a description of the Procurement Process;
- **Section 6 - Submission Instructions:** this Section provides instructions in respect of the submission of an interested party's SOQ;
- **Section 7 - Information required from the Respondents:** this Section specifies the information that is required from an Interested Party as part of its SOQ;
- **Section 8 - Evaluation:** this Section describes the evaluation process that the Authority will undertake in order to prepare a short list of Respondents who will be qualified to participate in the RFP Stage; and
- **Section 9 - Appendices:** this Section provides additional documents and forms that are relevant to this RFQ and the submission of a SOQ.

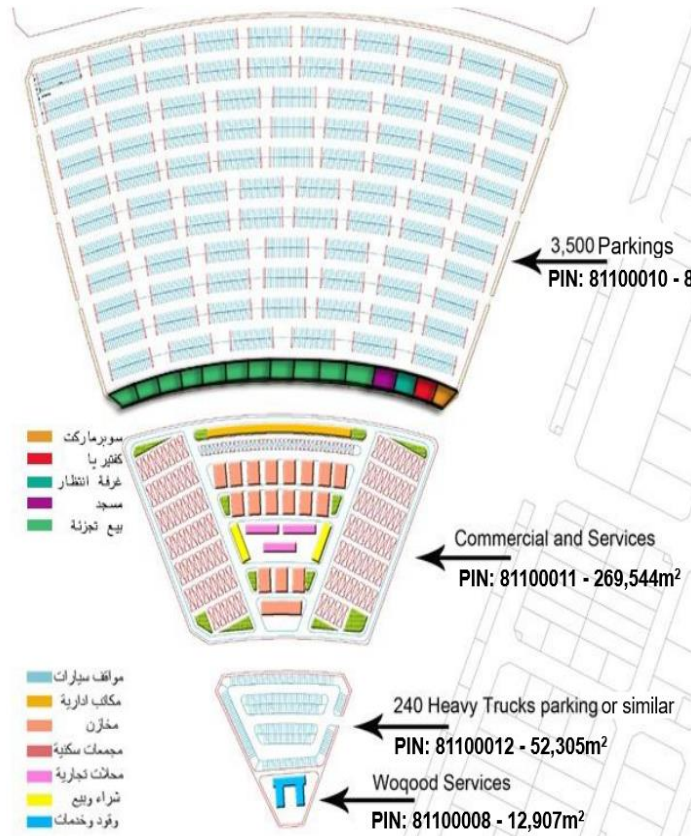
## 2. PROJECT BACKGROUND

### 2.1 The Public Private Partnership for a Development Opportunity of the Truck and Heavy Equipment Parking at Doha Industrial Area

The State of Qatar is committed to addressing the growing demand for public services, and in doing so is seeking innovative ways in which to deliver the required infrastructure. The Qatar National Vision 2030 highlights the significance of developing and enabling the private sector to play a key role in achieving the long-term goals and outcomes for the country. Particularly, the use of PPPs as means to develop Qatar's infrastructure and delivery of services.

In line with above objective, Ashghal has identified an opportunity for a private investor to design, build, finance, operate and maintain and transfer truck and heavy equipment parking facilities within the Doha Industrial Area, as indicated below. The Project is part of Doha's beautification strategy with the purpose of reducing the cases of illegal on- and off-street parking through the implementation of new, controlled and regulated parking facilities.

*Illustration 1: Scope Boundaries*



## **2.2 Introduction to the Project**

The Project is envisaged as a DBFOMT and the Authority is looking for a capable private sector developer and operator with international and/or regional experience in developing and managing similar truck park facilities as will comprise the Project. Commercial and services facilities on site to support additional revenue generation will also be included in the scope of the Project and the Project Company will be responsible for providing FM Services for an agreed upon duration for the Facilities.

## **2.3 Key Project Objectives**

The Project has been launched to help the State of Qatar meet its increasing demand for truck park facilities, the shortage of which is evidenced by cases of illegal parking of trucks and heavy equipment on the roadside and in residential areas. The Project will also help to achieve the objectives of Doha's beautification strategy by reducing illegal parking through the implementation of new, controlled and regulated parking facilities for trucks.

The Facilities are expected to be operational by the end of 2021, and construction completed ahead of the 2022 World Cup, which is a critical timeline target for the implementation of the Project. The length of the concession period for the operation and maintenance of the Facilities following completion of the construction phase of the project is expected to be 25 years (the "Term"), but subject to revision if required.

## **2.4 Project Scope**

New Truck and Heavy Equipment Parking Facilities will require the Project Company to deliver the full DBFOMT scope of services and free parking. Government support will include provision of infrastructure (roads, drainage, water and electricity) to the site boundary. The Truck and Heavy Equipment Parking Facilities at Doha Industrial Area require approximately 4,000 truck and heavy equipment parking spaces on a bitumen hard standing area and associated commercial and services facilities such as, but not limited to:

- Truck driver/ labour accommodation;
- Office support facilities;
- Warehousing and loose material facilities;
- Retail and commercial units;
- Mosque and sanitary facilities for the parking area;
- Workshops and servicing facilities
- Other Services such as security, lighting etc.

## **2.5 Outline Scope of Services**

The scope of services for the Project Company will be defined as the Project output specifications, further details of which will be provided during the RFP Stage.

The services currently envisioned to be carried out by the Project Company are summarised below:

Service	Brief Description	Responsibility; Requirements
<b>Design Works</b>	Design Management of Facilities.	The Project Company will be responsible for the design of all Facilities in coordination with Ashghal. Such service could be provided by a third party procured by the Project Company.
<b>Construction Works</b>	Construction of Facilities	The Project Company will be responsible for construction, testing and commissioning of all Facilities in coordination with Ashghal. These services could be provided by a third party engaged by the Project Company.
<b>Liaison with Mol</b>	Liaison with Mol for Enforcement	The Project Company will be responsible for liaising and coordinating all necessary works with Mol to ensure all aspects of parking regulation enforcement are considered during all stages of the Project.
<b>Stakeholder Management</b>	Coordination with Stakeholder Management and Approvals	The Project Company will be responsible for management of all stakeholders involved in the Project, including incorporation of their inputs and obtaining their approvals during all stages of the Project.
<b>Equipment</b>	Operation Equipment	The Project Company will be responsible for the provision and maintenance of all equipment used for the Project.
<b>Operation and Maintenance</b>	Operation and Maintenance of truck and heavy equipment parking spaces and associated commercial and services facilities	The Project Company will be responsible for operation and maintenance of all truck and heavy equipment parking spaces including but not limited to revenue collection, security repairs and maintenance.  The Project Company shall also collect all revenue and manage the commercial leases.
<b>Project Financing</b>	Funds required to deliver the Project	The Project Company will be responsible for raising any finance

		necessary for the DBFOMT for the Project.
<b>FM</b>	FM including routine maintenance (regular activities for the day to day operation of the Facilities), major maintenance (such as painting, replacement of flooring and other activities which are aimed at replacement of assets)	<p>The Project Company will be responsible for the following hard and soft FM Services, including at minimum:</p> <ul style="list-style-type: none"> <li>• Management Services;</li> <li>• Buildings, Installations and Asset Management Services;</li> <li>• Grounds Maintenance Services;</li> <li>• ICT and Telecommunications Infrastructure;</li> <li>• Security Management Services;</li> <li>• Health and Safety Management Services;</li> <li>• Energy and Utilities Management Services;</li> <li>• Caretaking and Site supervision;</li> <li>• Waste Management; and</li> <li>• Pest Control.</li> </ul> <p>The Project Company will implement a FM management system to manage and record their operation and maintenance performance and provide monthly reports to the Authority in this regard.</p>
<b>Training and Transfer Back</b>	Training of Employees and Transfer Back to the Authority	24 months before end of service, the Project Company will be responsible for the training of employees of the new entity taking over. The Project Company will also provide and implement a transfer back program to transfer all assets to Ashghal or other designated entity based on instructions to be received.

The indicative scope of services listed above is preliminary. A detailed scope of services will be made available to Qualified Respondents as part of the RFP documentation.

## 2.6 Details of the Project Sites

The Project requires the construction of a truck and heavy equipment parking complex in Abu Nakhla to provide approximately 4000 truck and heavy equipment parking bays in total and associated facilities are included in the scope.

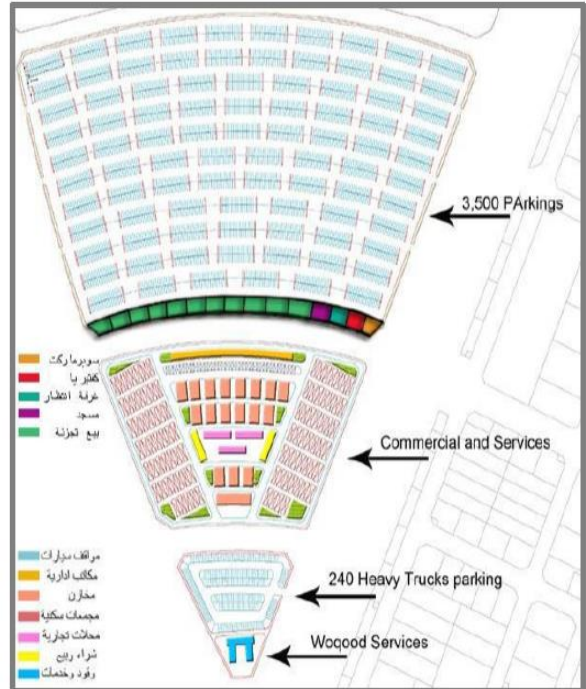
An area of approximately 1.1 million square meters of land has been secured by MME. The land will be leased to the winning bidder at a nominal rental rate per square meter and all infrastructure, including roads, drainage, water and electricity shall be provided by the Authority to the boundary of the plot.



The commercial and services area will occupy circa 250,000 sqm and will provide accommodation, support facilities, warehouses and loose material facilities, retail and commercial buildings etc.



Assumptions	
Facility Name	Area, sqm*
Truck parking	809,584
Heavy equipment parking	52,305
Woqood	12,000
Accommodation area	151,200
Offices support facilities	12,000
Loose material facilities	20,000
Warehouse	25,500
Retail and commercial	12,800
Commercial building	9,000
<b>Total</b>	<b>1,104,389</b>



\* Exact numbers for each facility are pending and are subject to confirmation by Ashghal and the Contracting Authority

## 3. LEGAL MATTERS

There are a number of laws and regulations, which are applicable to this Project. A brief summary of selected provisions of certain laws and regulations applicable to this Procurement Process is included in this Section. The below summary is not exhaustive and is provided for information only. Prior to submitting an SOQ and participating in this Procurement Process, Respondent should make itself aware of all applicable laws and regulations which are relevant to this Project.

### 3.1 The Tenders Law and the Executive Regulations

The two key pieces of legislation which establish the legal framework in Qatar for the procurement of public projects are the Tenders Law and its Executive Regulations.

This Project will be procured in accordance with the Tenders Law and the Executive Regulations and has been designed to meet the requirements of the same in all respects, including with regard to (1) the process used to achieve an agreed contract on a competitive and transparent basis, (2) the risk allocation within the Project Agreement; and (3) the administration of the Project Agreement with regard to change orders, extensions of time, and the like. By participating in the Procurement Process, the Respondent acknowledges having made itself aware of the contents of the Tenders Law and Executive Regulations, and agrees to be bound by the policies and procedures set forth therein during the Procurement Process and, if successful, during the implementation of the Project Agreement.

### 3.2 Grand Tender Committee

This Procurement Process is being overseen by Ashghal's Grand Tenders Committee (the "GTC").

In accordance with the Executive Regulations, the GTC, with the assistance of relevant departments within the Authority is responsible for:

- 1) Ensuring that this Procurement Process is conducted in accordance with the Tenders Law and Executive Regulations;
- 2) Approving the list of Qualified Respondents to be invited to participate in the RFP;
- 3) Receiving, opening, studying and evaluating the offers submitted in response to the RFP, and making recommendations on the award to the Bidder that has submitted the best offer in accordance with the Tenders Law and Executive Regulations, and the specific evaluation criteria for this Procurement Process as communicated in the RFP; and
- 4) Studying and evaluating any requests for amendment of the Project Agreement, and providing guidance and/or approval, as the case may be, on the same.

### 3.3 Consortia

Article 36 of the Executive Regulations provides that consortia made of two or more entities may participate in tenders for public projects covered by the Tenders Law, provided that if the

Consortium is awarded the contract, it establishes a local company prior to execution of the public contract subject to the tender process.

Where two or more companies have decided to participate in this Procurement Process as a Consortium, the Consortium shall submit information, data, and documents both for the whole Consortium and for each Consortium Member.

In each MoU constituting a Consortium, each Consortium should designate one Consortium Member as the Consortium Leader as the chief point of contact and manager of that Consortium. The Consortium Leader must be experienced in similar developments and is expected to hold a minimum equity stake of 35% of the Project Company for a minimum period of time to be specified at a later stage. Each other Consortium Member is required to have at least a 5% equity interest in the Consortium. The minimum holding percentage and equity lock up period of the Consortium Leader will be specified in the RFP. Prior to submitting the SOQ, each Consortium Member shall execute a Power of Attorney granting the Consortium Leader the power to represent the other Consortium Members for the purposes of the Procurement Process.

Where a SOQ is submitted by Respondent that is a Consortium, the Authority shall evaluate the qualifications and capabilities of each Consortium Member separately and then the Consortium as a whole to determine whether or not the Consortium meets the qualification criteria. Please note that both foreign and Qatari entities are permitted to pre-qualify on an individual basis or as part of a Consortium, if the relevant entity has, or if a Consortium, such Consortium has at least one Consortium Member, which has the relevant experience.

Following submission of the SOQ, should Consortium Members seek to change their membership structure or levels of participation within such Consortium, the prior written approval of the Authority is required. In accordance with Article 36 of the Executive Regulations, by submitting an SOQ, the Consortium Members agree that, in the event they are the Preferred Bidder in this Procurement Process, they shall form a local entity prior to execution of the Project Agreement to carry out the Project.

### **3.4 Foreign Investment**

The provisions of Qatari law, including conduct of business rules and the Commercial Companies Law (Law No. 11 of 2015), must be complied with in respect of the participation of non-Qatari companies in the Project and the incorporation of the Project Company. Respondents must satisfy themselves in respect of the requirements of Qatari law and the availability of any exemptions under it.

By participating in the Procurement Process, Respondent acknowledges and agrees that, if it is a non-Qatari company and is chosen as Successful Bidder, it shall comply with Article 70 of the Executive Regulations.

Further, in accordance with Article 33 of the Executive Regulations, the tender conditions the drafts of the contracts to be concluded with non-Qatari companies for the execution of works or the provision of services inside the State of Qatar, except for consultancy services, shall bind

these companies to rely on the local markets, for not less than thirty percent (30%) of the total contract value, without prejudice to the conditions and the specifications on which the contracting was based.

The local market participation percentage shall include the raw materials, the locally manufactured materials, the transportation services, the security, custodial and supply services and any other services provided by local companies for the execution of the contract concluded with the non-Qatari company.

The Project Company may be exempt from abiding with the above Qatari domestic market participation requirements for non-Qatari bidders under Article 33 of the Executive Regulations in whole or part with the Prime Minister's approval based on a reasoned recommendation by the Minister of Finance, owing to the nature and specificity of the requested Items, Works Contracting or Services (each as defined in the Executive Regulations), or for the purposes of public interest.

### **3.5 Project Company Legal Form**

The Project Company may be incorporated as any form of company permitted under Qatari law.

### **3.6 Land Matters**

Title to the Sites will at all times be held by the State of Qatar (which includes the Authority). The Project Agreement and/or any lease(s) of the Project site will set out all of Project Company's rights with respect to the Sites.

The lease term to be specified in the Project Agreement shall have been approved by the Authority as an exception to Article 89 of the Executive Regulations due to the nature of this Project.

### **3.7 Governing Law and Jurisdiction**

The governing law of this RFQ and the RFP shall be Qatari law.

## 4. COMMERCIAL AND FINANCIAL MATTERS

### 4.1 Financing Responsibility

The Project Company will be responsible for the design, build, financing, operation and maintenance and transfer of the Project. Financing for the Project, including debt and equity financing, will be the sole responsibility of the Project Company. It is anticipated that the RFP will require that Bidders provide evidence of support from equity and debt providers towards providing financing for this Project.

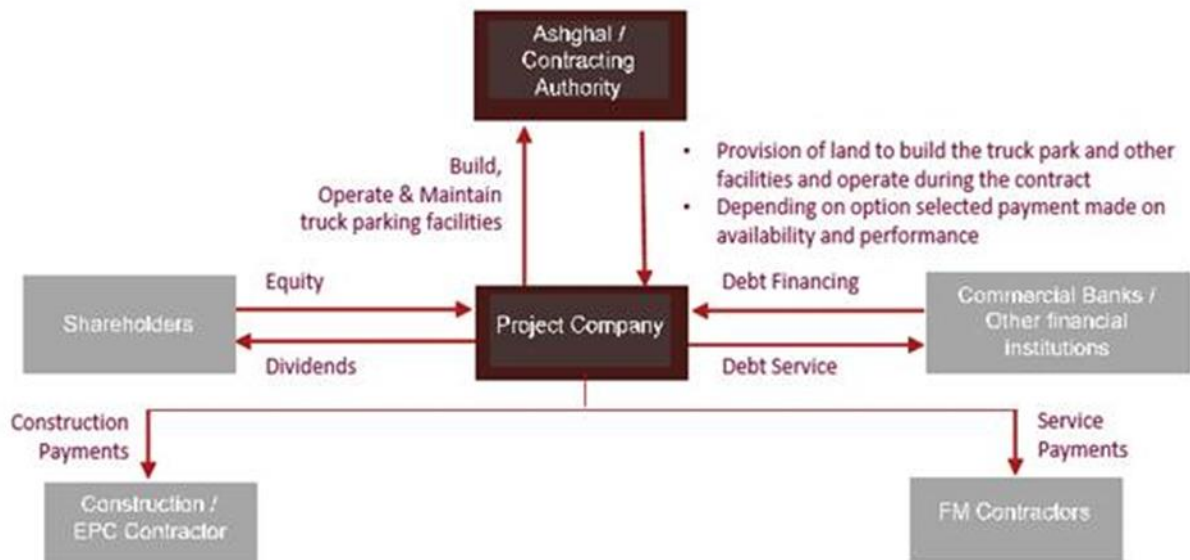
### 4.2 Project Term

The term of the Project Agreement will commence on financial close and expire 25 years after the anticipated date for the commencement of operations. It is anticipated that the construction period for the Project will be approximately 15 months.

### 4.3 Revenue Parameters and Payment Mechanism

The Project Company shall generate all revenue from the commercial and service facilities and will not be permitted to charge for the truck and heavy equipment parking with government support restricted to provision of infrastructure (roads, drainage, water and electricity) to the site boundary.

An indicative diagram of the expected structure of the Project is shown below:



#### **4.4 Risk Assessment**

A Project risk assessment exercise has been undertaken to determine the allocation of risks between the Authority and Project Company. Risks have been considered and identified across all phases of the Project including pre-financial close, construction, mobilisation, operation, maintenance, and expiry and key risks have been quantified. The allocation of risks is in line with common practice for PPP projects and this will be reflected in the Project Agreement to be released with the RFP. As a general matter, risks associated with the design, build, finance and operation of the Project will be transferred to the Project Company whilst risks associated with user demand, change in law and site availability will be retained by the Authority.

#### **4.5 Transfer of the Project**

Upon the expiry or early termination of the Project Agreement, the Project Company shall transfer the Facilities to the Authority. Such transfer will be done in accordance with defined handback requirements (which will be set out in the RFP) so that the Authority is able to use and operate all Facilities following such expiry or termination.

## 5. PROCUREMENT PROCESS

### 5.1 Indicative Project Timeline

Stage of Procurement Process	Indicative Date
Issue of RFQ	November 2019
Issue of RFP	December 2019
Submission of Proposals	March 2020
Selection of Preferred Bidder	May 2020
Financial Close	July 2020

The Procurement Process has been designed to deliver a fair, transparent, efficient, practical and timely process for the award of the Project and the negotiation of the Project Agreement.

The Authority reserves the right to alter the above timeline should it be considered necessary.

### 5.2 Clarification Process

Interested Parties may submit any request for clarification or enquiry in respect of the RFQ, the Project, and/or the Procurement Process to the Authority prior to seven (7) days before the RFQ closing date through the following e-mail address: [esd.tenders@ashghal.gov.qa](mailto:esd.tenders@ashghal.gov.qa).

The Authority shall share all clarifications requests and responses with all other Interested Parties.

### 5.3 Submission and Evaluation of SOQs

Each Respondent must submit its SOQ in accordance with Section 7 and will be evaluated by the Authority in accordance with Section 8. Following the evaluation of the SOQ submissions, the Authority shall issue a recommendation report, including the shortlist of Qualified Respondents to receive the RFP, to the GTC for its approval.

### 5.4 RFP Stage

Following the approval of the shortlist of Qualified Respondents, the Qualified Respondents will be invited to purchase the RFP.

**Bid Submission:** Qualified Respondents will be invited to submit their bids including all technical, financial and legal requirements as set out in the RFP. Bids will be evaluated by the Authority. Complete instructions on the submission requirements for the final bids will be detailed in the RFP document.

**Structure:** The RFP document will provide detailed legal, technical, environmental and commercial background for the Project, set out instructions and guidelines in accordance with

which Proposals must be prepared and submitted and describe the methodology for the evaluation of Proposals submitted in the bids submission stage.

The RFP package may include, among other things, the following information:

- Instructions to Bidders;
- Technical specifications;
- Draft Project Agreement and related Project documents;
- Technical drawings and documents;
- Technical and Financial Bid Form Sheets; and
- Form of Bid Bond required at the RFP stage.

Within the 'Instructions to Bidders' section of the RFP, the Authority will outline in detail the documentation required to be submitted by each Bidder as part of its Proposal. The Authority reserves the absolute right to reject any or all bids or submissions in response to the RFP or modify, annul or cancel the bidding process and Qualified Respondents and/or Bidders will be responsible for all costs incurred in preparing their bids (see Clause 1.2).

### **5.5 Pre-bid Conference**

Following the issuance of the RFP, representatives of the Qualified Respondents who purchase the RFP package will be invited to:

- meet with the Authority and their Transaction Advisers; and
- discuss the condition and status of the Sites with the Authority and their Transaction Adviser.

### **5.6 Changes to Composition of Consortia**

Following the publication of the RFQ, a Qualified Respondent shall not make any change to the Consortium Members that compose such Qualified Respondent and/or form a Consortium without the Authority's prior written approval. Where any such change is desired, the Respondent shall make a written request to the Authority setting out full details of the reason for the change, the parties involved and the impact on the Qualified Respondent (including its qualifications and capabilities).

The Authority may, in its absolute discretion and with no liability, approve or deny a change to a Qualified Respondent's composition and/or structure, considering the Authority's objective of achieving a competitive procurement process that is fair to other Qualified Respondents. Without limiting the foregoing, the Authority may refuse to approve a change to the Respondent's composition or structure if, following a re-assessment of the amended Respondent using the evaluation criteria described in Section 8:

- the change would, in the Authority's judgement, result in a less competitive Qualified Respondent than the Proposer described in the relevant SOQ; and/or
- the evaluation of the revised Qualified Respondent would rank the revised Qualified Respondent lower than another Respondent which was not selected as a Qualified Respondent.

Further details on the process for requesting and receiving of changes to a Consortium or Qualified Respondent shall be provided in the RFP.



## 6. SUBMISSION INSTRUCTIONS

### 6.1 The Authority's Requirements

The RFQ is open on an individual basis to all entities with a strong track record, which are engaged in truck and heavy equipment parking facility commissioning and management or truck park operation and management, or to a Consortium in which at least one entity has such record and qualifications. For the avoidance of doubt, entities that are not engaged in truck parking facility commissioning and management or truck park operation and management (e.g., financial investors) are invited to submit a SOQ as Consortium Members comprising part of a Consortium where at least one other Consortium Member has the requisite experience.

For each Respondent that is a Consortium, each Consortium Member must submit the documentation required by this RFQ as part of such Consortium's SOQ (outlined in Section 7).

Each Consortium must designate one Consortium Member as the Consortium Leader as chief point of contact and manager of that Consortium in the MoU such Consortium submits as part of its SOQ. The equity composition of each Consortium must satisfy all other requirements set forth in Clause 3.3.

Each Respondent, or if a Consortium, each Consortium Member, shall be a business organisation duly organised and existing and registered in good standing under the laws of its country of domicile.

The Authority expects that the Successful Bidder (and the designated Consortium Leader) will retain its interest in the Project for a substantial period following execution of the Project Agreements. In its reply to the RFP (although not in its reply to this RFQ), each Respondent will be expected to discuss its intentions in respect of retention of its ownership interest in the Project Company.

Respondent are not permitted to involve local agents in dealings with the Authority or any other government department involved in the Project.

### 6.2 Format of SOQs

Each Respondent shall ensure that its SOQ complies with the following requirements:

- all SOQs shall be written in English;
- all SOQs shall contain the information required by Section 7, shall include signed "Submission Letter", "Confidentiality Letter", "Declaration" and "Anti-Corruption Declaration" forms (see Appendices) and, with respect to any Respondent that is a Consortium, a signed MoU amongst all Consortium Members;
- all SOQs (hard copies) shall be presented in A4 lever arch files;

- all SOQs (hard copies) shall be presented on single side A4 and be presented in font size 10 (Arial);
- all spreadsheets (soft copies) will be provided in Microsoft Excel format (2010 or later);
- all documents (soft copies) will be presented in Microsoft Word format (2010 or later) or PDF formats;
- where any part of the SOQ has been restricted in terms of the total number of words that may be used, then the total word count of the relevant section of the SOQ shall be included at the beginning of the relevant section (and the Authority reserves the right to evaluate only the information provided within the word count limit); and
- Respondents should provide information for Tables 2 to 14 in Section 7 provided with this RFQ. The tables provided in this section are for representative purposes only.

### **6.3 Submissions of SOQs**

The deadline for the submission of completed SOQs is as shown in Ashghal's website (the "**Submission Deadline**"). SOQs shall be sent or delivered in sealed envelopes to the following address:

Public Works Authority  
Engineering Services Department Manager  
Ashghal Tower (1) – Ground Floor  
P.O. Box: 22188,  
Doha, State of Qatar

SOQs shall be submitted in a package containing no markings other than the address set out above. Such package shall contain **four (4) hard copies and four (4) soft copies (CD/DVD)** of the SOQ. All envelopes/ boxes should be marked with the respective address indicated on the face and with the following information marked on the rear:

**Statement of Qualification for: DEVELOPMENT OPPORTUNITY. THE PUBLIC PRIVATE PARTNERSHIP FOR A DEVELOPMENT OPPORTUNITY OF THE TRUCK AND HEAVY EQUIPMENT PARKING AT DOHA INDUSTRIAL AREA**

It is the sole responsibility of the Respondent to ensure that its SOQ is delivered to the above address by the stated deadline. **Faxed or e-mailed SOQs will not be accepted.**

The Authority reserves the right, at its discretion and with no liability, to consider or to decline to consider any SOQ received after the SOQ submission deadline. Respondents shall bear the risk and responsibility of ensuring that their SOQ is received before the SOQ submission deadline, including the SOQ's clearance of customs.

### **6.4 Bid Bond**

A bid bond is not required to be submitted with the SOQ.

### **6.5 Consortium Agreement**

A Respondent that is a Consortium must submit a signed MoU amongst all Consortium Members but is not required to submit a detailed consortium agreement as part of its SOQ.

### **6.6 Grounds for Disqualification**

A Respondent may be disqualified from the procurement process or treated as ineligible to submit a SOQ and/or Proposal if any one or more of the following grounds apply:

- the Respondent (or any Consortium Member) is insolvent or there is evidence that the Respondent (or Consortium Member) is likely to become insolvent unless it has successfully completed a reorganisation;
- the Respondent (or any Consortium Member) has been convicted of a criminal offence relating to the conduct of his/her business or profession, unless rehabilitated;
- in relation to procedures for the award of a public services contract, the Respondent (or any Consortium Member) is not licensed in the relevant country in which it is established or is not a member of an organisation in that relevant country when the law of that relevant country prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- the Respondent (or any Consortium Member) is not registered on the professional or trade register of the relevant jurisdiction in which it is established under conditions laid down by such jurisdiction;
- where the Respondent has failed to comply with any requirement of this RFQ and/or instruction of the Authority, including where the SOQ is submitted late or without the required submission format, is completed incorrectly or incompletely and/or fails to meet the Authority submission requirements which have been notified to Interested Parties and/or Respondents;
- where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Respondent (or any Consortium Member); and
- where the Respondent (or any Consortium Member) has been 'blacklisted' by the Qatari government.

### **6.7 Law and Language**

The language of SOQs shall be English. Any supplementary documents provided in any language other than English should be accompanied by an appropriately certified translation. Except as otherwise specified in this RFQ, the SOQs and all other documents relating to the Project (including the Project Agreement) shall be governed by the laws of Qatar.

## 7. INFORMATION REQUIRED FROM RESPONDENTS

Each SOQ is required to include the following sections:

- Section 1: Executive Summary
- Section 2: Corporate Structure
- Section 3: Financial Capability
- Section 4: Technical Capability
- Section 5: Legal Matters
- Section 6: Additional Capabilities
- Section 7: Availability of Experienced Resources
- Section 8 : Appendices
  - *Appendix I (Receipt Confirmation);*
  - *Appendix II (Submission letter);*
  - *Appendix III (Confidentiality Agreement);*
  - *Appendix IV (Declaration); and*
  - *Appendix V (Anti-Corruption Declaration)*

Where the Respondent is a Consortium, each Consortium Member is required to submit the information required in this Section 7. Respondents should provide information for Tables 2 to 14 in this Section 7 provided with this RFQ. The tables provided in this section are for representative purposes only.

### 7.1 Section One: Executive Summary

The executive summary section of the SOQ shall provide a brief description (in no more than 500 words) of:

- Each Consortium Member;
- The name and contact details of the Consortium Leader;
- Envisaged use of EPC and O&M sub-contractors (if known);
- Experience in similar projects;
- Quality assurance system certificates (such as ISO); and
- Comments on the Project's structure or Procurement Process (if any), approach to the PPP and integration of deliverables.

In case the Respondent is part of a Consortium, the Consortium must provide an MoU signed by each the authorised representatives of the Consortium Leader and each other Consortium Member.

**7.2 Section Two: Corporate Structure**

Each Respondent is requested to provide details as part of the SOQ as outlined below:

**7.2.1 Respondent’s Structure and Composition**

**Respondent’s Profile:** In this section, the Respondent is required to provide a brief description of the background and organization of each Consortium Member. This should include the following:

- A company profile (of each Consortium Member, if applicable);
- Description of the firm’s main lines of business (of each Consortium Member, if applicable);
- Firms’ office locations both internationally and in the GCC (of each Consortium Member, if applicable);
- Constitutive documents (e.g., the memorandum and articles of association, or the equivalent), including amendments (of each Consortium Member, if applicable); and
- The corporate deed, certificate of incorporation (or the equivalent), including amendments, if any, accompanied by a certification from the Commercial Register (or an equivalent government agency thereof) from the jurisdiction of its incorporation, if applicable (of each Consortium Member, if applicable).

**Composition of the Consortium:**

- In case of a Consortium, the Respondent should identify all Consortium Members and explain the role of each such Consortium Member, filling out the below table:

**Table 2: Composition of Consortium**

	Name of Consortium Member	Consortium Member Responsibility
1		Consortium Leader
2		O&M Company
3		...
...		

- Additionally, the applying Consortium will need to submit:
  - Pursuant to Clause 6.5, an MoU or consortium agreement signed by all members of the Consortium.
  - A list of the Respondent’s authorised representatives as per section 7.2.3.

**7.2.2 Respondent’s Basic Details**

The Respondent is required to provide contact information in the below table:

**Table 3: Respondent’s Basic Details**

<b>Registered Name:</b>	
<b>Current Trading Name:</b>	
<b>Previous Trading Names (if different):</b>	
<b>Registered Address:</b>	
<b>Year of Registration:</b>	
<b>Country of Registration</b>	
<b>Name of Contact Person:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	
<b>Parent Company Name (if applicable)</b>	
<b>Equity Ownership</b>	
<b>Directorship</b>	
<b>Name of Contact Person (Parent Co.):</b>	
<b>Telephone:</b>	
<b>Fax:</b>	

**7.2.3 Respondent’s Authorised Representative**

The Respondent is required to provide details of the Respondent’s authorised representative as indicated in the table below:

**Table 4: Respondent’s Authorised Representative**

<b>Name</b>	
<b>Organisation</b>	
<b>Position</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>Email</b>	

**7.2.4 Organisational Structure**

The Respondent shall provide an organisation chart showing internal relationships between itself or, if a Consortium, each other Consortium Member and other relevant entities (including parent companies). If membership, roles or responsibilities will change during the procurement, design, construction, operation and maintenance of the Project, the Respondent must clearly explain the anticipated changes.

**7.3 Section Three: Financial Capability**

The following financial information shall be provided by the Respondent or, if the Respondent is a Consortium, each Consortium Member:

**7.3.1 Financial Standing**

The Respondent (and where the Respondent is a Consortium, each Consortium Member) shall provide the following information in respect of (1) the Respondent, (2) of applicable, all Consortium Members and (3) any parent company or ultimate holding company of each entity described in (1) and (2) that is reasonably likely to provide a guarantee, indemnity or undertaking in support of any equity commitment that the Respondent and/or any Consortium Member is expected to provide:

- Copies of the last three years’ audited financial statements, the latest set of which should be for an accounting period ending no earlier than 12 months before the date of submission of the SOQ (and if accounts are not available then an explanation therefor should be provided).
- The Respondent (and where the Respondent is a Consortium, each Consortium Member) should provide information in the table below.

Table 5: Financial Standing

Information Required	Respondent Input		
Year Established			
Key Financial Information (USD)	Financial Year 2018	Financial Year 2017	Financial Year 2016
<b>Paid-in Capital (USD)</b>			
<b>Retained Earnings (USD)</b>			
<b>Revaluation Reserves (USD)</b>			
<b>Other Reserves</b>			
<b>Currency Translation Adjustment</b>			
<i>Less: Treasury stock</i>			
<b>Subtotal Net Worth</b>			
<i>Less: Goodwill</i>			
<i>Less: Net Intangibles</i>			
<i>Less: Loans to Shareholders</i>			
<b>TANGIBLE NET WORTH</b>			
Please indicate the accounting standards under which the annual accounts that provided the information used in the calculation above were audited			
<b>Identity of Company Auditors</b>			

If the Respondent (or, if applicable, a Consortium Member) wishes to satisfy the financial requirement through a parent company, confirmation of the parent company's willingness and ability to supply a parent company guarantee as part of the response to the RFP is required. In support of this, the applicable parent company's financial information should be provided as in the table below:



Information Required	Respondent Input		
Parent Company Name			
Parent Company Ownership (%) of Bidder			
Parent Company Management Control?			
Year Established			
<b>Key financial information (USD)</b>	<b>Financial Year 2017</b>	<b>Financial Year 2016</b>	<b>Financial Year 2015</b>
Paid-in Capital (USD)			
Retained Earnings (USD)			
Revaluation Reserves (USD)			
Other Reserves			
Currency Translation Adjustment			
<i>Less: Treasury Stock</i>			
<b>Subtotal Net worth</b>			
<i>Less: Goodwill</i>			
<i>Less: Net Intangibles</i>			
<i>Less: Loans to Shareholders</i>			
<b>TANGIBLE NET WORTH</b>			
Please indicate the accounting standards under which the annual accounts that provided the information used in the calculation above were audited			
<b>Identity of Company Auditors</b>			

For the avoidance of doubt, the foregoing table in respect of parent company financial information is only required to be submitted in case the Respondent (or, if applicable, a Consortium Member) wishes to satisfy the financial requirements through a parent company.

### 7.3.2 Experience of Raising Finance and Providing Equity

The Respondent shall provide details of any experience that the Respondent (or any combination of Consortium Members) has in respect of raising finance and providing equity for truck park facilities, real estate or relevant projects over the last five years, as per the following template:

**Table 6: Finance Raising Experience**

No	Name of Project and Location	Brief Description	Owner/ Developer	Respondent's Role on Project ( <i>pre and post completion</i> )	Project Costs	Sources of Debt Finance	Lead Arrangers of Debt Finance	Sources of Equity Finance	Finance Contributed by Respondent	Date of Financial Close	Truck Park Project {Yes/ No}	PPP {Yes/ No}	GCC Project {Yes/ No}

**7.4 Section Four: Technical Capability**

Using the below forms, the Respondent should summarise its experience with projects of a similar nature as the Project, either as owner, O&M contractor or EPC contractor, including reference to projects that are currently under construction.

Projects should include both international and regional undertakings wherever applicable. The Respondent should focus on projects (i) undertaken within the previous five (5) years and (ii) implemented internationally and in the GCC.

Any missing fields in the form below may lead to disqualification of the Respondent.

In case of a Consortium, please develop a separate section for each Consortium Member with a clear front cover for each Consortium Member, clearly indicating the name of the firm and its role in the Consortium.

Assignments with incomplete project details will not be accepted.

**7.4.1 Design and Construction Experience for Truck Park Developments**

The Respondent shall provide details of any design and construction experience that the Respondent (or, if a Consortium, any individual Consortium Member) has in respect of truck park developments, whether procured as a PPP or otherwise, as per the following template:

**Table 7: Design and Construction Experience**

<b>Information required</b>	<b>Response – Project 1</b>	<b>Response – Project 2</b>	<b>Response – Project 3</b>
<b>Name of Project</b>			
<b>Name of Client:</b>			
<b>Type of Project (i.e. DBFOMT, EPC, BOT, BOO, etc.)</b>			
<b>Project Status (i.e. under construction, in operation, etc.):</b>			
<b>Approx. value of Project (in USD):</b>			
<b>Country:</b> <b>Location within Country:</b>			
<b>Start date (month/year):</b>			
<b>Completion date (month/year):</b>			
<b>Narrative description of Project (Please specify among others if Project was completed under a PPP scheme):</b>			
<b>Description of actual services provided by your staff within the assignment:</b>			
<b>Equity contributed by the Respondent: [in USD]</b>			

Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Respondent’s role in the Project:</b> [Developer/ consortium member/ operator etc.]			
<b>Name of senior professional staff of the firm involved in the project</b>			
<b>Client reference who can be contacted as reference for the information provided on the Project:</b>			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or, if a Consortium, any individual Consortium Member) states that it withdrew from a project it should provide an explanations of the reasons therefor.

#### **7.4.2 Facilities Management Experience for Truck Park Developments**

The Respondent shall provide details of any FM experience that the Respondent (or, if a Consortium, any individual Consortium Member) has in respect of truck park development and management projects, whether procured as a PPP or otherwise, in the last five (5) years, as per the following template:

**Table 8: Facilities Management Experience**

Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Name of Project</b>			
<b>Name of Client:</b>			
<b>Type of Project (i.e. DBFOMT, EPC, BOT, BOO, etc.)</b>			
<b>Project Status (i.e. under construction, in operation, etc.):</b>			
<b>Approx. value of Project (in USD):</b>			
<b>Country:</b> <b>Location within Country:</b>			
<b>Start date (month/year):</b>			
<b>Completion date (month/year):</b>			

Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Narrative description of Project (Please specify among others if Project was completed under a PPP scheme):</b>			
<b>Description of actual services provided by your staff within the assignment:</b>			
<b>Equity contributed by the Respondent: [in USD]</b>			
<b>Respondent’s role in the Project: [Developer/ Consortium Member/ operator etc.]</b>			
<b>Name of senior professional staff of the firm involved in the project</b>			
<b>Client reference who can be contacted as reference for the information provided on the Project:</b>			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or, if a Consortium, any individual Consortium Member) states that it withdrew from a project it should provide an explanations of the reasons therefor.

### 7.4.3 Other Relevant Design and Construction Experience

The Respondent shall provide details of any design and construction experience that the Respondent (or, if a Consortium, any individual Consortium Member) has in respect of other relevant projects, whether procured as a PPP or otherwise, in the last five (5) years, as per the following template:

**Table 9: Other Design and Construction Experience**

Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Name of Project</b>			
<b>Name of Client:</b>			
<b>Type of Project (i.e. DBFOMT, EPC, BOT, BOO, etc.)</b>			
<b>Project Status (i.e. under construction, in operation, etc.):</b>			
<b>Approx. value of Project (in USD):</b>			

Information required	Response – Project 1	Response – Project 2	Response – Project 3
Country:			
Location within Country:			
Start date (month/year):			
Completion date (month/year):			
Narrative description of Project (Please specify among others if Project was completed under a PPP scheme):			
Description of actual services provided by your staff within the assignment:			
Equity contributed by the Respondent: [in USD]			
Respondent's role in the Project: [Developer/ Consortium Member/ operator etc.]			
Name of senior professional staff of the firm involved in the project			
Client reference who can be contacted as reference for the information provided on the Project:			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or, if a Consortium, any individual Consortium Member) states that it withdrew from a project it should provide an explanations of the reasons therefor.

#### **7.4.4 Other Relevant Facilities Management Experience**

The Respondent shall provide details of any facilities management experience that the Respondent (or, if a Consortium, any individual Consortium Member) has in respect of other relevant projects, whether procured as a PPP or otherwise, in the last five (5) years, as per the following template:

**Table 10: Other Facilities Management Experience**

Information required	Response – Project 1	Response – Project 2	Response – Project 3
Name of Project			
Name of Client:			

Information required	Response – Project 1	Response – Project 2	Response – Project 3
Type of Project (i.e. DBFOMT, EPC, BOT, BOO, etc.)			
Project Status (i.e. under construction, in operation, etc.):			
Approx. value of Project (in USD):			
Country: Location within Country:			
Start date (month/year):			
Completion date (month/year):			
Narrative description of Project (Please specify among others if Project was completed under a PPP scheme):			
Description of actual services provided by your staff within the assignment:			
Equity contributed by the Respondent: [in USD]			
Respondent's role in the Project: [Developer/ Consortium Member/ operator etc.]			
Name of senior professional staff of the firm involved in the project			
Client reference who can be contacted as reference for the information provided on the Project:			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or, if a Consortium, any individual Consortium Member) states that it withdrew from a project it should provide an explanations of the reasons therefor.

## **7.5 Section Five: Legal Matters**

The Respondent shall include in the SOQ a declaration in the form provided in Appendix 9.4.

The Respondent shall also provide details of any material (e.g., with the amount in controversy equal to or exceeding \$200,000 or the equivalent) litigation or other legal proceedings (pending, threatened, or determined) relating to any of the projects listed pursuant to Sections 7.4 above. The SOQ should describe any relevant matters and, if the Respondent is a Consortium which

Consortium Members are concerned. Such matters will be considered as part of the overall technical evaluation.

**7.6 Section Six: Additional Capabilities**

**7.6.1 Project Management Experience**

The Respondent shall provide a list of previous truck park, real estate or other relevant projects where the Respondent (or, if a Consortium, the Consortium Member) was responsible for project management at project company level (e.g., at the level of the entity which contracted with the procuring agency or entity), as per the following format:

**Table 11: Project Management Experience**

<b>Information required</b>	<b>Response – Project 1</b>	<b>Response – Project 2</b>	<b>Response – Project 3</b>
<b>Name of Project</b>			
<b>Name of Client:</b>			
<b>Type of Project (i.e. DBFOMT, EPC, BOT, BOO, etc.)</b>			
<b>Project Status (i.e. under construction, in operation, etc.):</b>			
<b>Approx. value of Project (in USD):</b>			
<b>Country:</b> <b>Location within Country:</b>			
<b>Start date (month/year):</b>			
<b>Completion date (month/year):</b>			
<b>Narrative description of Project (Please specify among others if Project was completed under a PPP scheme):</b>			
<b>Description of actual services provided by your staff within the assignment:</b>			
<b>Equity contributed by the Respondent: [in USD]</b>			
<b>Respondent’s role in the Project: [Developer/ consortium member/ operator etc.]</b>			
<b>Name of senior professional staff of the firm involved in the project</b>			
<b>Client reference who can be contacted as reference for the information provided on the Project:</b>			
Name:			
Position:			
Tel:			



Information required	Response – Project 1	Response – Project 2	Response – Project 3
Email:			
Organisation:			

Respondents are free to submit any other information they feel would be useful to the Authority to evaluate the Respondent’s (and, if applicable, the Consortium and/or Consortium Members) corporate structure, organization, technical or financial capability, and experience. Any such additional information is limited to 500 words.

**7.6.2 Previous Relationships with the Government of Qatar**

The Respondent shall provide details of any experience that the Respondent (or, if a Consortium, a Consortium Member) has in respect of working with any department of the Government of Qatar together with the outcome of each working relationship, as per the following format:

**Table 12: Experience with Government of Qatar**

Name of Project	Relevant Ministry	Cost of the Project (in USD)	Consortium Member	Duties Performed and Status of the Project

**7.6.3 Risk Management Capability**

The Respondent shall describe their approach towards managing the risks for the Project as per the following format:

**Table 13: Risk Management Approach and Experience**

Key Project Risks	Outline Approach to Managing the Risk	Demonstrate Past Experience in Management of this Risk by Referring to Projects of Similar Nature

**7.7 Section Seven: Availability of Experienced Resources**

The Respondent shall also describe, in no more than 300 words, the availability of experienced administrative and technical resources within the Respondent for the management of the Consortium from publication of the RFP through to financial close, including identification of potential candidates and/or individuals to undertake key roles (e.g., bid director etc.), and their expected workload at the time of executing the Project.

## **7.8 Section Eight: Appendices**

### **7.8.1 Additional Forms**

Each SOQ shall be accompanied by a signed Submission Letter, Confidentiality Agreement, Declaration and Anti-Corruption Declaration forms as attached in Clauses 9.2, 9.3 and 9.4. These forms must be signed by the Respondent and each Consortium Member (where the Respondent is a Consortium). In addition, if required pursuant to Clauses 6.5, the Respondent shall submit a MoU.

### **7.9 Exchange Rate**

Each SOQ shall be accompanied by a table of exchange rate used for the submission.

**Table 14: Risk Management Approach and Experience**

<b>Base Currency</b>	<b>Exchange Rate Used</b>	<b>Source of the Exchange rate</b>	<b>Date of the Exchange rate</b>

## 8. EVALUATION

### 8.1 Evaluation Methodology

The evaluation of SOQs will be carried out by the Authority. The Authority may be assisted by other individuals as it requires, including, in addition the Transaction Advisers, other technical, financial, legal and other advisers or employees of the Authority and related public entities.

The Authority will evaluate SOQs based on the evaluation criteria detailed in Section 8.2 after SOQs pass the minimum threshold criteria. The criteria and its weights for scoring are shown in Section 8.2.

SOQs will be evaluated through a 2 stage process:

- **Stage 1** - A review of SOQs to check if they meet the minimum threshold requirements for the Stage 2 RFQ evaluation.

The minimum threshold requirements are set out as follows:

No	Criteria	Minimum Threshold to be Considered for RFQ Evaluation	Applicable to
1	<b>Legal</b>	The Respondent has provided a signed Declaration.	Respondent or each Consortium Member
2	<b>Financial Strength of the Respondent</b>	The Consortium Leader should have a minimum tangible net worth of USD 80 million (or equivalent) in each of the past three years.	Respondent or Consortium Leader
3	<b>Experience and Track Record in Raising Finance</b>	The Respondent should have experience in raising project debt for at least one real estate or similar project.	Respondent or Consortium
4	<b>PPP Experience</b>	The Respondent should have carried out projects with PPP type structure.	Respondent or Consortium
5	<b>Design Experience</b>	The Respondent should have experience in designing at least one truck park facility or relevant real estate project.	Respondent or Consortium
6	<b>Construction Experience</b>	The Respondent should have experience in constructing at least one truck park facility or relevant real estate project.	Respondent or Consortium
7	<b>FM</b>	The Respondent should have experience of FM for at least one truck park facility.	Respondent or Consortium

**Qualifying score: Pass/Fail**

SOQs that do not meet these minimum threshold requirements will be classified as "Not Qualified" and not considered for the Stage 2 evaluation; and

- **Stage 2** - A detailed review of the quality of the SOQs against the evaluation criteria shown in Clause 8.2 to categorise bidders as "Qualified" or "Not Qualified" for the RFP stage.

To assist in evaluation of the SOQs, the Authority may, in its sole and absolute discretion, but is not required to:

- conduct reference checks relevant to the Project with any or all of the references cited in an SOQ to verify any and all information regarding a Respondent or any Consortium Member, inclusive of its directors, officer and key individuals, and to conduct any background investigations that it considers necessary in the course of the competitive selection process, and rely on and consider any relevant information from such cited references or investigations in the evaluation of SOQs;
- seek clarification of an SOQ from any or all Respondents and rely on and consider such supplementary information in the evaluation of SOQs; and
- request interviews or presentations with any, some or all Respondents to clarify any questions or considerations, and rely on and consider any relevant information such from interviews or presentations in the evaluation of SOQs.

Following the evaluation of SOQs, the Authority will submit such evaluation together with a recommended shortlist of Qualified Respondents to the GTC for approval.

Following the GTC's approval of the shortlist of Qualified Respondents, the Authority will notify Qualified Respondents and unsuccessful Respondents by written notice.

## 8.2 Evaluation Criteria

The Authority will evaluate SOQs by applying the following evaluation criteria to the information contained in each SOQ pursuant to, and in accordance with, Section 7. If the Respondent is a Consortium, the Consortium Leader and Consortium must have demonstrated in the SOQ that they collectively have the ability to undertake the Project. Compliance with the minimum threshold requirements specified in Clause 8.1 above is a must. If the Respondent has satisfied the minimum requirements, the SOQ will be evaluated further.

**Table 15: SOQ Evaluation Criteria**

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
<b>Consortium Profile</b>	<b>20%</b>	a) Clear allocation of roles and responsibilities between Consortium Members of the Respondent. <ul style="list-style-type: none"> <li>(i) Submit clear project organization chart.</li> <li>(ii) Define the roles and responsibilities in RACI Matrix Form.</li> </ul> b) Clear allocation of risk management between the Consortium Members of the Respondents.	<b>20</b>	<b>Respondent or Consortium</b>

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
		<p>c) Respondent's presence in the Middle East region.</p> <p>d) Respondent's previous experience with the government of Qatar.</p> <p>e) Consortium Member's experience in working together on similar projects.</p> <p>f) Respondent's Organizational conflicts of interest clearance form.</p>		
<b>Financial and Market Standing</b>	<b>30%</b>	<p>a) Respondent and each Consortium Member's financial strength to undertake a long term Project of this nature.</p> <p>b) Respondent and each Consortium Member's experience and track record in raising limited recourse finance for projects of similar nature and complexity.</p> <p>The above criteria can be met through the parent company of a Respondent or Consortium Member provided that such entity is (i) majority owned and (ii) majority management controlled by its parent. In case the Respondent wishes to meet the financial requirement through the parent company, confirmation of the parent company's willingness to supply a parent company guarantee as part of the response to the RFP is required.</p> <p>Should the Interested Party opt for financing the Project fully with equity, the Respondent or Consortium will be evaluated based on their financial strength alone (i.e. the scoring for Financial and Market Standing will be fully based on the financial strength of the Respondent and each of Consortium Member's financial strength). In this instance, the Interested Party must indicate clearly in the SOQ that the Project will be financed through equity alone. However, changing the proposed financing structure at a later stage (e.g. RFP stage) by introducing debt financing will be a ground for disqualification.</p>	<b>30</b>	<b>Respondent or Consortium</b>
<b>Technical</b>	<b>50%</b>	<p>a) Relevant experience in PPP projects regionally and internationally over the last 5 years (10%).</p> <p>b) Relevant experience of the Respondent in design or design management of truck park</p>	<b>50</b>	<b>Respondent or Consortium</b>

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
		facilities including associated commercial and services facilities (10%). c) Relevant experience of the Respondent in construction or construction management of truck park facilities, including associated commercial and services facilities (10%). d) Relevant experience of the Respondent in facilities management and operation of truck and heavy equipment park facilities, including associated commercial and services facilities (10%). e) Availability of resources with sufficient technical capability to design, construct, operate, commission and maintain the project (5%). f) Experience in coordination with stakeholder and obtaining the required design, construction and commissioning approvals (5%).		
<b>Total</b>	<b>100%</b>			

**Qualifying score: 70%**

### 8.3 Notices of Pre-Qualification

The Authority will issue the NPQ in writing to all Respondents.

The Authority reserves the right, in its sole and absolute discretion, to reject any or all of the SOQs, proposals or other submissions and/or to terminate a Respondent's further participation at any time prior to the execution of the Project Agreements. Neither issuance of this RFQ nor issuance of any other document or request by or on behalf of the Authority at any time will oblige the Authority or its Transaction Advisers to enter into any arrangement or agreement or impose any liability on any of them other than assumed pursuant to the Project Agreements when executed. Authority reserves the right to contact any of the Respondents, if SOQ related inquiries exist.

Neither the Authority nor its Transaction Advisers shall be under any obligation to return any SOQ submitted by any Respondent or to reimburse any Respondent for any cost or expense, whether incurred in preparing its SOQ, response to the RFP or to any other request from the Authority, its Transaction Advisers or otherwise.

## 9. APPENDICES

### 9.1 Appendix I - Receipt Confirmation Form

*(To be submitted by Interested Parties on receipt of this RFQ)*

Request for Qualifications – Development Opportunity. **The Public Private Partnership for a Development Opportunity of the Truck and Heavy Equipment Parking at Doha Industrial Area.**

To receive any further distributed information about this RFQ, please return this form as soon as possible to the Authority at the following e-mail address: [esd.tenders@ashghal.gov.qa](mailto:esd.tenders@ashghal.gov.qa)

#### INTERESTED PARTY'S CONTACT INFORMATION

Name of Company:-----

Street Address:-----

City/Postal/Zip Code:-----

Province/State and Country:-----

Fax: ----- Telephone: -----

Contact Person:-----

E-mail Address:-----

## 9.2 Appendix II - Submission Letter

1. *This Response Declaration Form must be signed by the Respondent / each Consortium Member composed within a Respondent that is a Consortium.*
2. *By executing this Response Declaration, the Respondent (and each Consortium Member) agrees to the provisions of the RFQ and this Response Declaration Form.*

[LETTERHEAD OF Consortium Member / Respondent]

To:

The Chairman,  
Grand Tender Committee  
Ground Floor, Al-Faisal Tower 1,  
Public Works Authority,  
PO Box 22188,  
Doha, Qatar

In consideration of the Public Works Authority (the "Authority") agreeing to consider responses in accordance with the terms of the Request For Qualifications for Development Opportunity. **The Public Private Partnership For a Development Opportunity of the Truck and Heavy Equipment Parking at Doha Industrial Area** (the "RFQ"; capitalized terms used but not defined in this letter have the meanings given to them in the RFQ), [name of the Respondent][the Consortium consisting of [insert Consortium Members]] (the "Respondent"[and, each a "Consortium Member"]) hereby agrees, confirms and acknowledges, on its own behalf and, where applicable, on behalf of each Consortium Member, that:

### 1. Response to the RFQ

- a) this response declaration form has been duly authorised and validly executed by the Respondent (and where applicable each Consortium Member);
- b) the Respondent (and where applicable, each Consortium Member) is bound by all statements and representations in its response to the RFQ (the "SOQ");
- c) the Respondent's SOQ is in all respects a fair response made without collusion or fraud; and
- d) the Authority reserves the right to verify information in the Respondent's SOQ and conduct any background investigations including criminal record investigations, verification of the response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Respondent (and, where applicable, each Consortium Member) and by submitting an SOQ, the Respondent agrees that it (and where applicable, each Consortium Member) consents to the conduct of all or any of those investigations by the Authority.



## **2. Acknowledgements with Respect to the RFQ**

- a) the Respondent (and, where applicable. each Consortium Member) has received, read, examined and understood the entire RFQ including all of the terms and conditions, and all documents referred to in the RFQ,
- b) the Respondent (and, where applicable. each Consortium Member) agrees to be bound by the entire RFQ including all of the terms and conditions and all documents referred to in the RFQ; and
- c) the Respondent (and, where applicable. each Consortium Member) has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its SOQ.

## **3. Evaluation of SOQs**

- a) the RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of the Authority is limited to consider the Respondent's SOQ and any other SOQs submitted by other Respondents (each as defined in the RFQ) in accordance with, and subject to, the RFQ.

## **4. Respondent's Authorised Representative**

- a) the Respondent's authorised representative for the purpose of the RFQ, the SOQ and/or any other stage of the procurement process, unless otherwise notified in writing addressed for the attention of [\_\_\_\_\_]), shall be the person specified in the SOQ pursuant to Section 7.2 of the RFQ.
- b) the Respondent's "authorised representative" referred to above is fully authorised to represent the Respondent (and where applicable, each Consortium Member) in any and all matters related to the SOQ, including but not limited to providing clarifications and additional information that may be requested in association with the RFQ.

**[Insert appropriate signature / execution blocks here. This response declaration form shall be signed / executed by the Respondent or, where the Respondent is a Consortium, each Consortium Member]**

### 9.3 Appendix III - Confidentiality Agreement

[LETTERHEAD OF Consortium Member / Respondent]

The Chairman,  
Grand Tender Committee  
Ground Floor, Al-Faisal Tower 1,  
Public Works Authority,  
PO Box 22188,  
Doha, Qatar.

[DATE]

Re: Request for Qualification dated [DATE] ("RFQ")

Dear Sirs

We are considering bidding for the right to design, finance, build, operate, maintain and transfer Development Opportunity. **The Public Private Partnership For a Development Opportunity of the Truck and Heavy Equipment Parking at Doha Industrial Area** (the "Project"), as further described in the RFQ. In consideration of you agreeing to make available to us certain information, by our signature of this letter we agree as follows (acknowledged and agreed by you by your signature of a copy of this letter):

#### Definitions

Except as otherwise expressly defined herein, capitalised terms shall have the meanings given to them in the RFQ. In this letter:

**"Confidential Information"** means any information relating to you or the Project provided to us by you or any of your affiliates or Transaction Advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that (a) is or becomes public knowledge other than as a direct or indirect result of any breach of this letter by us or (b) is known by us before the date the information is disclosed to us by you or any of your affiliates or Transaction Advisers or is lawfully obtained by us thereafter and which, as far as we are aware, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality; and

**"Permitted Purpose"** means considering and evaluating whether to submit a SOQ and/or a Proposal in response to any subsequent RFP in respect of the Project.

#### 1. Confidentiality Undertaking

We undertake (a) to keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraph 2 below and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to our own confidential information, (b) to use the Confidential Information only for the Permitted Purpose, and (c) to use

all reasonable endeavours to ensure that any person to whom we pass any Confidential Information (unless disclosed under paragraph 2(d) below) acknowledges and complies with the provisions of this letter as if that person were also a party to it.

## **2. Permitted Disclosure**

You agree that we may disclose Confidential Information:

- a) with your prior written consent;
- b) to our employees, professional advisers and authorised representatives to the extent that disclosure is necessary for the Permitted Purpose;
- c) to any person whom we may (i) form a Consortium with, or (ii) contract with, in each case in relation to and to the extent necessary for the Permitted Purpose; and
- d) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, (ii) where required by the rules of any stock exchange on which our shares or other securities are listed, or (iii) where required by the laws or regulations of any country with jurisdiction over the affairs of our company, provided that, (i) in the case of any disclosure under paragraph 2(b), the relevant third party has read and understood this letter and we ensure such third party complies with the terms of this letter as if such third party were a signatory to this letter and (ii) in the case of any disclosure under paragraph 2(c), such person shall have first delivered a letter to us in equivalent form to this letter.

## **3. Notification of Required or Unauthorised Disclosure**

We agree (to the extent permitted by law) to inform you of the full circumstances of any disclosure under paragraphs 2(c) or (d) or upon becoming aware that Confidential Information has been disclosed in breach of this letter.

## **4. Return of Copies**

If you so request in writing, we shall return all Confidential Information supplied by you to us and destroy or permanently erase all copies of Confidential Information made by us and use all reasonable endeavours to ensure that anyone to whom we have supplied any Confidential Information destroys or permanently erases such Confidential Information and any copies made by them, in each case save to the extent that we or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body, or where the Confidential Information has been disclosed under paragraph 2(d) above.

## **5. Continuing Obligations**

The obligations in this letter are continuing and, in particular, shall survive the termination of any discussions or negotiations between you and us. Notwithstanding the previous sentence, the obligations in this letter shall cease (a) if we become a party to a project agreement in respect of the Project (in which case the provisions stated therein shall prevail) or (b) twelve (12) months after we have returned all Confidential Information supplied to us by you and destroyed or

permanently erased all copies of Confidential Information made by us (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).

## **6. No Representation; Consequences of Breach, etc**

We acknowledge and agree that:

- neither you nor any of your officers, employees or Transaction Adviser (each a "Relevant Person") (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by you or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by you or be otherwise liable to us or any other person in respect to the Confidential Information or any such information;
- you may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by us; and
- we will (in addition to, and without affecting, any other rights or remedies you may have) indemnify and keep you indemnified and hold you harmless from and against all actions, claims, demands, liabilities, damages, costs, losses or expenses (including legal and other professional costs and expenses) resulting from any breach or non-performance by us, or any person to whom we has disclosed or given access to any part of the Confidential Information, of any of the provisions under this letter.

## **7. No Waiver; Amendments, etc**

This letter sets out the full extent of our obligations of confidentiality owed to you in relation to the information the subject of this letter. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges hereunder. The terms of this letter and our obligations hereunder may only be amended or modified by written agreement between us.

## **8. Inside Information**

We acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and we undertake not to use any Confidential Information for any unlawful purpose.

## **9. Governing Law and Jurisdiction**

This letter (including the agreement constituted by your acknowledgement of its terms) is governed by the laws of the State of Qatar.

Any dispute arising out of or in connection with this letter, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts of Qatar.

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

.....

For and on behalf of **[Respondent and where Respondent is a Consortium, each Consortium Member (insert separate execution blocks for each Consortium Member)]**

We acknowledge and agree to the above:

.....

For and on behalf of:

The Authority

#### 9.4 Appendix IX - Declaration

*This Declaration Form must be signed by the Respondent / each Consortium Member composed within the Respondent.*

[LETTERHEAD OF Consortium Member / Respondent]

The Chairman,  
Grand Tender Committee  
Ground Floor, Al-Faisal Tower 1,  
Public Works Authority,  
PO Box 22188,  
Doha, Qatar.

[DATE]

Dear Sirs,

We herewith declare that our company neither in the present nor in the past has:

- a) been bankrupt or been wound up or suspended business activities;
- b) within the past ten (10) years been the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by a court for an arrangement with creditors;
- c) been convicted of an offence concerning its professional misconduct in the course of our business or profession;
- d) committed an act of professional misconduct in the course of our business or profession;
- e) not fulfilled our obligations relating to the payment of social security contributions in accordance with the laws of the country in which we are established or of the State of Qatar; and
- f) not convicted of tax evasion.

The undersigned declare that the statement made is complete, true, and correct in every detail.

Signature: \_\_\_\_\_

For and on behalf of **[Respondent and where Respondent is a Consortium, each Consortium Member (each Consortium Member should submit separate Declarations)]**

## 9.5 Appendix X - Anti-Corruption Declaration

*This Response Declaration Form must be signed by the Respondent / each Consortium Member composed within the Respondent.*

[LETTERHEAD OF Consortium Member / Respondent]

By execution of this Anti-Corruption Declaration we <*Insert name of Respondent*> of <*Insert address of Respondent*> (hereafter called the "Respondent"), in consideration of receipt of the Request for Qualification Documents for the Project, hereby commit to be bound to the Public Works Authority of the State of Qatar, P.O. Box 22188, Doha, State of Qatar, (hereinafter called the "Authority") to warrant full and unconditional compliance with the declarations made herein:

### 1. Anti-Corruption

The Respondent hereby represents and warrants that neither it nor any of its employees or representatives shall, receive nor offer, pay or promise to pay either directly or indirectly, bribes, gifts, commissions, considerations, inducements or rewards to a Public Official (defined below) in connection with any business opportunities which, without limit, may arise in connection with the Project.

A "**Public Official**" is defined as:

- A. Any official or employee of any agency of the Authority or any government owned or controlled enterprise; or
- B. Any person performing a public function.

Furthermore, in the event that the Respondent receives a request from any Public Official requesting payments, bribes, gifts, commissions, considerations, inducements or rewards the Respondent shall disclose such to the Authority immediately in writing with full particulars.

### 2. General

The Respondent acknowledges that:

- A. Any breach of the declarations made herein may result in the Authority suffering loss and/or damages and the Respondent hereby agrees to indemnify the Authority against all expenses, losses and/or damages that may be sustained or incurred as a result either directly or indirectly of any such breach;
- B. In addition to any indemnities provided by the Respondent the Authority may, at its sole discretion, apply any of the following sanctions against the Respondent:
  - a. Warning;
  - b. Lowering of the Respondent's category; or
  - c. Striking the Respondent's name from the register of approved Consultants for a certain period or permanently.

Signature: .....

Name: .....

Date: .....

In the capacity of: .....<Insert position>.....

Duly authorised to sign this Anti-Corruption Declaration for and on behalf of:

.....