

Request for Qualification (RFQ)



المركز الوطني للتخصيص
NATIONAL CENTER FOR PRIVATIZATION & PPP



Mawani Priority Concessions

RFQ Release Date: 11-January-2022

RFQ Closing Date: 23-February-2022

Glossary

Addendum	As defined in Section 4.4.2
Affiliates/Parent	For purposes of this RFQ, Affiliates/Parent means, in relation to the Applicant/ Consortium Member, any person who directly or indirectly controls, is controlled by, or is under the common control with such Applicant/ Consortium Member. As used in this definition, the expression "control" means, with respect to a person which is a company, the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Applicant or a member of Consortium whether through ownership of 50 (fifty) % or more of the voting securities, or by operation of law, or by contract, or otherwise.
Applicant	As defined in Section 1.1
Application / SOQ	As defined in Section 1.1
Application Due Date/ RFQ Closing Date	As defined in Section 4.3
Concession Period	As defined in Section 2.3
Concession Types	As defined in Section 2.2
Consortium	As defined in Section 1.2.3
Consortium Members	As defined in Section 1.2.3
Datasite	As defined in Section 4.2
Eligible Projects	As defined in Section 5.1
Lead Member	As defined in Section 1.2.3
Mawani	As defined in Section 1.1
Priority Concessions or Projects	As defined in Section 1.1
Qualified Applicants	As defined in Section 1.1

Abbreviation

BOT	Build Operate and Transfer
FQC	Financial Qualification Criteria
GCC	Gulf Cooperation Council
IMF	International Monetary Fund
KPI	Key Performance Indicator(s)
KSA	Kingdom of Saudi Arabia
MTPA	Million Tonnes Per Annum
NCP	National Center for Privatization & PPP
O&M	Operation and Maintenance
PPP	Public Private Partnership

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PSP	Private Sector Participant
RFP	Request for Proposal
RFQ	Request for Qualification
Ro-Ro	Roll-On Roll-Off
SAR	Saudi Riyal
SC	Supervisory Committee for Privatization in the Transportation Sector
SOQ	Statement of Qualification
TEU	Twenty-foot equivalent unit
TQC	Technical Qualification Criteria

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Disclaimer

The information contained in this Request for Qualification (“**RFQ**”) does not purport to be all-inclusive or to contain all the information that the Applicants may require or desire in relation to the Projects. All information contained in this RFQ has been included solely to assist the Applicants in making their own evaluation of their interest in the opportunity presented in this RFQ in relation to the Projects.

Whilst the information contained in this RFQ has been prepared in good faith, it does not purport to be comprehensive and nor does it purport to have been independently verified. Neither Mawani, nor its respective directors, officers, members, employees, agents or advisors make any express or implied representation or warranty with respect to the veracity, adequacy, accuracy, reasonableness or completeness of the information contained in this RFQ, with respect to the information on which it is based or in respect to any written or oral information or representation given or made, or to be given or made, by Mawani or any of its advisors to any Applicant, company or to its professional advisors, whether given or made prior to or after the issue of this RFQ (collectively, the “**Information**”).

Mawani, together with other government entities including National Center for Privatization & PPP (“**NCP**”), the Supervisory Committee for Privatization in the Transportation Sector (“**SC**”), their directors, officers, members, employees, agents and advisors hereby expressly disclaim any and all liability arising out of or in relation to the Information (including in relation to omissions therefrom) and in respect of the use of and/or reliance on such Information by individual, companies or consortia and/or its or their advisors.

Nothing contained herein, or in any other communication made between Mawani and any other party shall be taken as constituting agreement or representation that any Projects shall be offered in accordance herewith or at all to such other party or any respondent.

Mawani, the NCP and SC reserve the right, in their absolute discretion, to at any time for any reason, change the structure and timing of the tender process, to amend the information contained in this RFQ and to revise or terminate this RFQ and cancel the RFQ process as a whole by notice to Applicants at any time following issue. Neither Mawani, the NCP, SC nor any other government entity shall have any liability for any costs or expenses that may be incurred as a direct or indirect consequence of respondents taking part in this process (including the preparation and submission of SOQs).

Applicants should make their own investigations, projections and conclusions and consult their own advisors to independently verify the information contained herein and to obtain any additional information that they might require prior to responding to this RFQ.

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1. General Information

1.1 Purpose of RFQ

Saudi Ports Authority (Mawani) (hereinafter referred to as “**Mawani**”) is planning the award of new concessions for eight (8) multipurpose terminals in the Kingdom of Saudi Arabia (“**KSA**”) (collectively referred to as the “**Projects or Priority Concessions**”) on a Build, Operate & Transfer (“**BOT**”) contractual basis. These concessions are multipurpose terminals which handle a mix of commodities (e.g. bulk, general cargo, livestock, containers, Ro-Ro) at different commercial and industrial ports in the KSA.

In accordance with (1) Council of Ministers Resolution No. (436) dated 03/08/1442 AH enacting the new law for the regulation of Private Sector Participation in the Kingdom together with current draft Implementing Regulations (“**Privatization Law**”); and (2) Council of Ministers Resolution No. 55 dated 20/1/1442 AH on the Rules of Conduct of Supervisory Committees of Privatization Target Sectors, Mawani (as a delegate of the SC) is tasked with overseeing the procurement process for the Projects. The approval of the award of the Projects sits with the SC. Mawani will undertake the procurement process and enter into the concession agreements for the Projects (“**Concession Agreements**”) with awarded bidders in accordance with the delegation and approval of the SC.

Mawani wishes to solicit an Application (“**Application**”) or Statement of Qualification (“**SOQ**”) from interested local and international private sector operators (hereinafter referred to as “**Applicants**” or “**Operators**”) with the information sought as per the forms set out in the Annexures (in the prescribed formats) of this RFQ. The instructions to submit SOQ, including access to online data room which will be used for submission, are detailed in Section 4 of this RFQ.

Please note that the term “Applicant” used herein would apply to both a single entity and a Consortium (as detailed in Section 1.2.3).

At the conclusion of the RFQ stage following the Application Due Date (as may be extended), Mawani will announce the SOQ evaluation results, together with identifying a list of qualified Applicants (“**Qualified Applicants**”) who will be eligible for participation in the next stage of the procurement process comprising the Request for Proposals (“**RFP**”) process. SOQ evaluation results and the list of Qualified Applicants shall be posted on Mawani’s website and NCP’s website (also see Section 4). An indicative timeline on this procedure is set out in Section 3.

1.2 Terms and Conditions

1.2.1 General

The contents of this RFQ do not constitute any form of offer in relation to the Projects. This RFQ does not, nor does it purport to, commit or bind Mawani or its respective directors, officers, members, employees, agents or advisors in any manner whatsoever to proceed to the RFP

stage, qualify any particular Applicant or to the awarding of any Priority Concession to any Applicant.

Mawani reserves the right, in its sole and absolute discretion, for any reason and at any time, with no liability whatsoever, to:

- a) amend the scope of services for any or all of the Projects;
- b) modify, cancel or suspend the RFQ process or any other stages of the procurement process;
- c) waive a defect or irregularity in the form or content of RFQ or any SOQ;
- d) re-advertise for new responses, call for tenders, or enter into negotiations for the Projects or for work of a similar nature;
- e) make any changes to the terms described in or provide any update to this RFQ or the RFP; and
- f) extend, from time to time, any date, time period or deadline provided in this RFQ or the RFP.

All responses, information and other documents forming part of the SOQ and submitted by interested Applicants to Mawani will become the property of Mawani immediately upon submission.

Each Applicant is solely responsible for all costs and expenses incurred in the preparation of its Application, including without limitation all costs incurred in providing information requested by Mawani, attending meetings and conducting any due diligence for any of the Projects. Under no circumstances will Mawani, the NCP, SC or any other government entity or any of their directors, officers, members, employees, agents or advisors be liable for any costs, expenses or any other liabilities incurred by any Applicant or any of its advisors in this process (including the preparation and submission of SOQs), nor shall they be liable for any direct, indirect or consequential damages whatsoever.

The RFQ and the information contained therein are confidential and may not be issued, published, distributed or otherwise divulged to any other persons and in this regard Applicants shall provide a written confidentiality agreement as per the format set out in Annex-IX.

Applicants shall not issue or release any announcement, press release or other communication in relation to, nor comment on, the Projects, this RFQ or the tender process without obtaining Mawani's prior written consent to the relevant communication. Applicants shall not make any statement to the media, press or any other similar organizations regarding the nature of this RFQ, any proposal, its content or any information relating thereto without the prior written consent of Mawani.

1.2.2 Mawani's Right to accept or reject any or all Applications

Notwithstanding anything contained in this RFQ, Mawani reserves the right to accept or reject any Application and to annul the RFQ Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any

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reasons thereof. In the event that Mawani rejects or annuls all Applications, it may, in its discretion, invite all eligible Applicants to submit fresh Applications hereunder.

1.2.3 Applicant's Right to form Consortium and number of Applications

The Applicant may be a single entity or a group of entities (a “**Consortium**”), coming together to implement the Project (the individual entities together in a Consortium are referred to as “**Consortium Members**”). However, no Applicant applying individually or as a member of a Consortium, as the case may be, can also be a member of another Consortium for a specific Concession type (see details of Concession types in Section 2.2. below). Members of the Consortium shall nominate one member as lead (the “**Lead Member**”). Where, the Lead Member should, at all times (both during the bid phase and the concession agreement phase) control, direct and actively manage the day-to-day operations of the Consortium at the terminal and should hold no less than or an equal amount of equity ownership in the Consortium when compared with other Consortium Members. Similarly, each of the Consortium Members will be required to hold a minimum 20% equity ownership in the Project, provided that a Consortium does not have more than three (3) Consortium Members.

In addition to being authorized to act on behalf of the Consortium Members (if the Applicant is a Consortium) for the purposes of this RFQ and the tender process, the Lead Member will be expected to comply with minimum equity retention requirements as part of the Project, which will be set out in further detail in the RFP.

Each Consortium Member must each fill in the form “Statement of Legal Capacity” provided under Annex-VII.

1.2.4 Changes to composition of consortium

Following the announcement of the list of Qualified Applicants by Mawani, a Qualified Applicant is not permitted to make any changes to the Consortium Members that comprise such Qualified Applicant and/or form a Consortium with any other Qualified Applicant without obtaining Mawani's prior written approval. Where any such change is desired, the Qualified Applicant shall make a written request to Mawani setting out full details of the reason for the proposed change, the parties involved and the impact on the Qualified Applicant (including its qualifications and capabilities).

Mawani may, in its absolute discretion and with no liability to any party (including any Qualified Applicant), approve or deny a change to a Qualified Applicant's composition and/or structure, considering Mawani's objective of achieving a competitive procurement process that is fair to other Qualified Applicants. Without limiting the foregoing, Mawani may refuse to approve a change to the Qualified Applicant's composition or structure if, following a re-assessment of the Qualified Applicant using the evaluation criteria described under Sections 5.1 and 5.2:

- the change would, in Mawani's judgement, result in a less competitive Qualified Applicant than as described in the relevant SOQ; and/or

- the evaluation of the revised Qualified Applicant would rank the revised Qualified Applicant below the minimum requirements as described under Sections 5.1 and 5.2.

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

1.2.5 Applicant's Warranties

By its participation in this procurement process, each Applicant warrants, represents and undertakes to NCP and Mawani that:

- all information, representations and other matters of fact communicated or to be communicated to NCP and Mawani by the Applicant, its employees, representatives, advisors or agents in connection with or arising out of the SOQ are true, complete and accurate as at the date communicated; and
- it has full power and authority to respond to this RFQ and, if appointed, to perform all obligations under the Project(s).

1.2.6 Anti-Corruption

The following actions are prohibited by Applicants:

- communication or collusion with government officials and/or other bidders/Applicants in connection with the Project unless expressly permitted by this RFQ;
- any bribery or other corrupt behavior involving government officials.

Each Applicant (and each member of a Consortium) must warrant their understanding and compliance with these prohibitions by completing and executing the Anti-Corruption Declaration in Annex-VIII (Anti-Corruption Declaration Form) as part of its SOQ. Each Applicant acknowledges that failure to comply with the Declarations given in the Anti-Corruption Declaration may result in the following sanctions being applied against the Applicant or Consortium Member: (1) warning; or (2) disqualification of the Applicant or Consortium Member and the striking of the Applicant's (or Consortium Member's) name from the list of potential bidders for these Projects and/or any future Projects for a certain period of time or permanently (pursuant to Section 4.8).

1.2.7 Conflict of Interest

Each Applicant (and each member of a Consortium) must provide confirmation that it has no conflict of interest in relation to the Project or provide details of any such conflict of interest together with an explanation as to why such conflict should not be considered to be material to the conduct of a fair and transparent procurement process (as per the declaration under Annex-I). A conflict of interest for these purposes includes (but is not limited to) a situation where an Applicant (or a member of a Consortium) or any affiliate or associated entity of any of them:

- has previously acted or is acting in any other capacity on or in relation to any of the Projects; or

- is involved or proposes to be involved in any capacity in relation to the Projects with a different Applicant or Consortium.

1.3 Structure of 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 - Procurement Process and Indicative Timelines:** This Section provides an overview of the procurement process and the indicative timelines for the key activities envisaged under the process;
- **Section 4 - Submission Instructions:** This Section specifies the information that is required from the Applicant and the formats in which the submission is required;
- **Section 5 – Eligibility and Evaluation:** This Section summarizes the technical and financial eligibility criteria to be fulfilled;
- **Section 6 – Qualification and notification:** This Section provides the details of the process of notification to the Qualified Applicants; and
- **Section 7 - Annexures:** This Section specifies the different forms which need to be filled by Applicants for submission purposes.

2. Project Background

2.1 Saudi Ports Authority (Mawani)

Established in 1976, Mawani owns, supervises and oversees nine (9) Saudi ports spread across the East and West Coast of the KSA. Six (6) of these ports are commercial while three (3) of these ports are industrial in nature. The list of the ports under Mawani's management are:

1. Jeddah Islamic Port (JIP)
2. King Abdulaziz Port Dammam (KAPD)
3. King Fahad Industrial Port Yanbu (KFIP Yanbu)
4. King Fahad Industrial Port Jubail (KFIP Jubail)
5. Jubail Commercial Port (JCP)
6. Yanbu Commercial Port (YCP)
7. Jazan Port (Jazan)
8. Ras Al-Khair Port (RAK)
9. Dhiba Port (Dhiba)

In line with Vision 2030, the KSA aims to diversify its economy, lower the government subsidies and stimulate the private sector to transform the KSA into a global logistics hub. To ensure alignment with Vision 2030, Mawani's core objectives in relation to the Project can be summarized as follows:

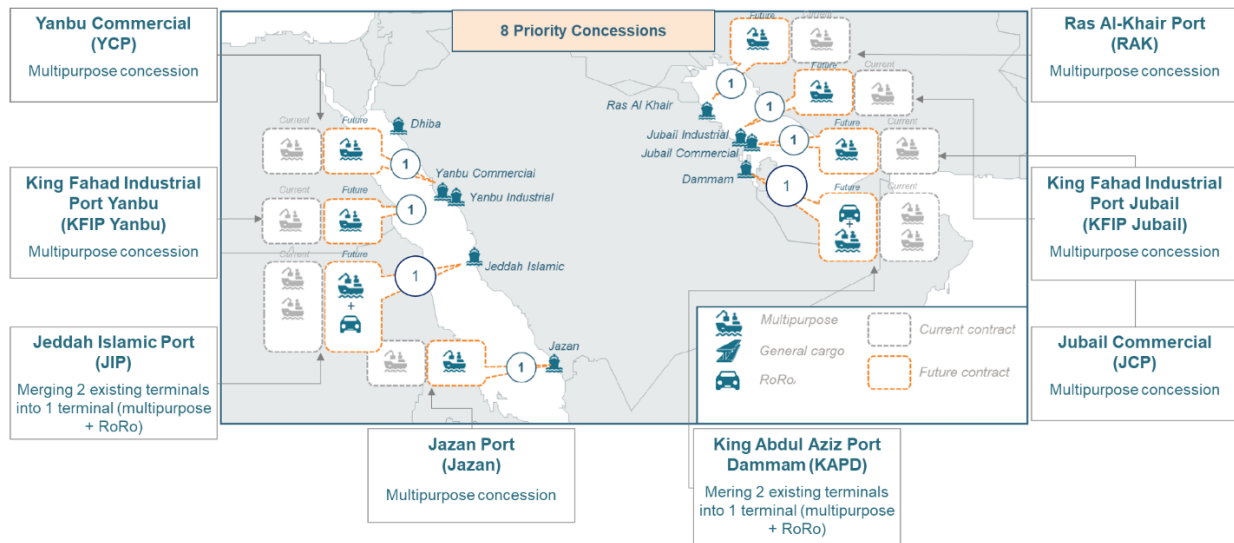
- a. improving the existing concession structures to align with international best practice;
- b. enhancing the competitiveness of the ports sector in the KSA and achieving international standards in operation; and
- c. ensuring a safe environment for individuals, assets and cargo.

Mawani intends to improve the existing concession structure, enhance the sector competitiveness and ensure improved ports performance. The Priority Concessions (see further details in Figure 1 and Section 2.2 below) which are shortly expiring, provide Mawani with an opportunity to revisit the traditionally deployed contractual structure in order to achieve the objectives stated above. A similar approach was successfully implemented by Mawani in the recently executed container terminal concessions at JIP and KAPD, where a revised commercial and contractual regime was adopted, in line with international best practices and while keeping under consideration the KSA's aspirations and objectives for the port sector. Mawani now intends to continue this successful journey with the competitive procurement of the Priority Concessions.

Overview of the Priority Concessions

The Priority Concessions are located along the eastern and western coasts of the KSA (refer to Figure 1 below for the locations of the proposed Priority Concessions). This Section provides an overview and a brief on cargo traffic for each priority concessions.

Figure 1: Location of Priority Concessions



2.2 Priority Concessions

The Priority Concessions have been divided into the following three Concession Types (hereinafter referred as “**Concession Types**”) based on the type of cargo envisaged to be handled at the terminals:

- Multipurpose Operations (General)** – Primary commodities include dry bulk and/or liquid bulk and/or general cargo commodities (including project cargo, break bulk cargo) and/or livestock (hereinafter referred as “**Concession Type A**”)
- Multipurpose Operations (Specialist 1)** - Primary commodities include **containers** and multipurpose cargo including dry bulk and/or liquid bulk and/or general cargo commodities and/or livestock (hereinafter referred as “**Concession Type B**”)
- Multipurpose Operations (Specialist 2)** - Primary commodities include **Ro-Ro** and multipurpose cargo including dry bulk and/or liquid bulk and/or general cargo commodities and/or livestock (hereinafter referred as “**Concession Type C**”)

The Priority Concessions (at various ports) that are to be procured as part of this procurement process are described below:

Table 1- List of Priority Concessions

Port	Terminal	Concession Type*
Jazan Port	Jazan Multipurpose terminal	Concession Type A

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Port	Terminal	Concession Type*
Jubail Commercial Port	JCP Multipurpose terminal	Concession Type A
King Fahd Industrial Port Jubail	KFIP Jubail Multipurpose terminal	Concession Type A
Ras Al Khair Port	RAK Multipurpose terminal	Concession Type A
Yanbu Commercial Port	YCP Multipurpose terminal	Concession Type A
King Fahd Industrial Port Yanbu	KFIP Yanbu Multipurpose & Container terminal	Concession Type B
King Abdul Aziz Port Dammam	KAPD Multipurpose & Ro-Ro terminal	Concession Type C
Jeddah Islamic Port	JIP Multipurpose & Ro-Ro terminal	Concession Type C

*Note – Mawani may elect to bundle certain concessions together, including bundling concessions from different Concession Types. For example, Mawani is most likely to elect to bundle the JCP Multipurpose and KFIP Jubail Multipurpose Concessions or the JIP Multipurpose & Ro-Ro and Jazan Multipurpose Concessions, however, Mawani may elect to bundle the Concessions differently. This means that the bundled concessions would be awarded to a single Applicant, subject to approval from the competent authority. An Applicant who meets the qualification requirements for a bundled Concession shall be allowed to bid for that bundled concession in the RFP stage (refer section 5). The preferred bidder shall manage these bundled Concessions as per the terms and conditions set out in the RFP documents.

Overview of the different concessions are provided below:

1. Multi-Purpose Cargo and Ro-Ro terminal at Jeddah Islamic Port (JIP)

Port location and overview

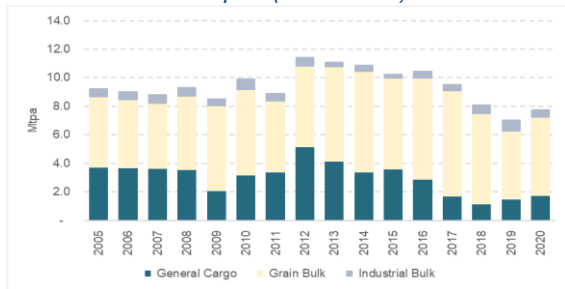
Jeddah Islamic Port is located on the West coast of the KSA, facing the Red Sea. Set on the main maritime trade route, the port plays an important role in international trade, having the largest number of vessel-calls in the KSA. The port's total area is 12.5 km² and it includes various terminals such as the container terminals, multipurpose terminals, general cargo, etc. JIP was established in 1976 and expanded from a modest 10 operational berths to its current 58 berths. The relevant cargo handled on the port includes containers, dry bulk, Ro-Ro, general cargo and livestock.

Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on average handled 1.8 Mn tons of general cargo, 6.2 Mn tons of grain bulk, 0.6 Mn tons of industrial bulk, 6.1 Mn heads of livestock, and

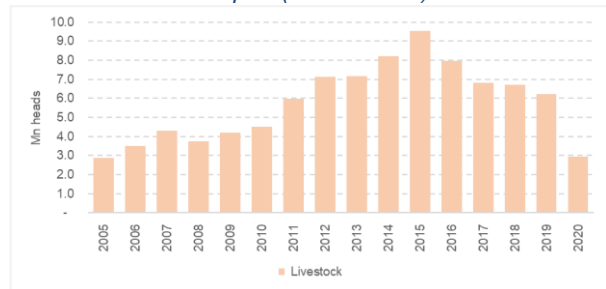
0.4 Mn vehicles annually¹. Potential commodities to be handled at the JIP concession are general cargo, dry bulk cargo, livestock and Ro-Ro (see Figures 2, 3 and 4 below)

Figure 2: Volume of General & bulk cargo handled by JIP port (In Mn Tons)



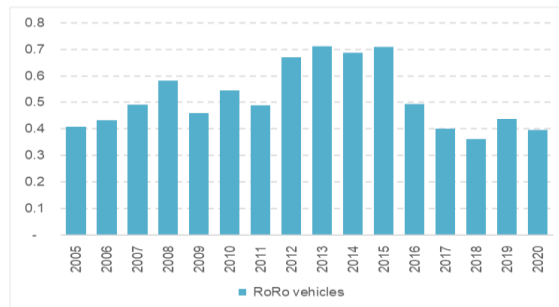
Source: Mawani

Figure 3: Volume of General & bulk cargo handled by JIP port (In Mn heads)



Source: Mawani

Figure 4: Volume of Ro-Ro vehicles handled by JIP port (In millions)



Source: Mawani

2. Multi-Purpose Cargo and Ro-Ro terminal at King Abdul Aziz Port Dammam (KAPD)

Port location and overview

Dammam Port is the southernmost facility of the Mawani ports on the KSA's eastern coast. The port has 43 berths with the total area of the port being around 19 km². Dammam is a key distribution center for major cities in the country, such as Riyadh, which links to the Dammam port via a rail line. It is the second busiest port (after KFIP Jubail Port) for the import of solid bulk, with a processed volume of 10+ Mn tons in 2020. The highest traded cargo at the port is containerized cargo, with a throughput of almost 20 Mn tons in 2020, making Dammam port the second largest trading gate of the KSA after JIP.

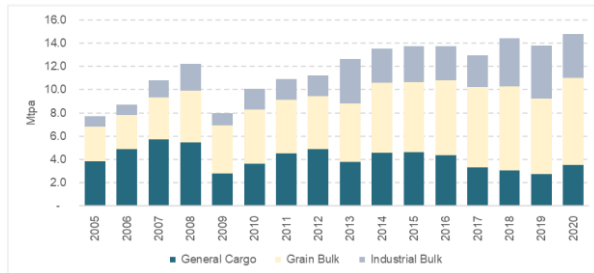
Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on average handled 3.4 Mn tons of general cargo, 6.9 Mn tons of grain bulk, 3.6 Mn tons of industrial bulk and 0.2 Mn of vehicles annually.

¹ Provision of passenger services may be included in the concession.

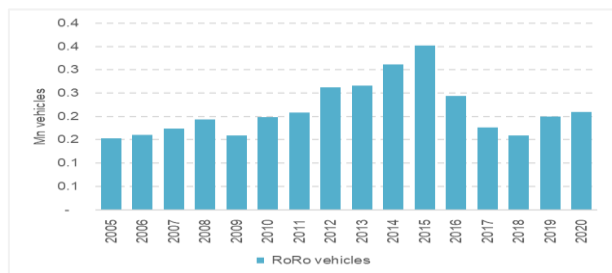
Potential commodities to be handled at the KAPD concession are general cargo, solid bulk cargo, industrial bulk and Ro-Ro (see figures 4 and 5 below).

Figure 5: Volume of General & bulk cargo handled by KAPD port (In Mn Tons)



Source: Mawani

Figure 6: Volume of Ro-Ro vehicles handled by KAPD port (In millions)



Source: Mawani

3. Multi-Purpose Cargo terminal at Yanbu Commercial Port (YCP)

Port location and overview

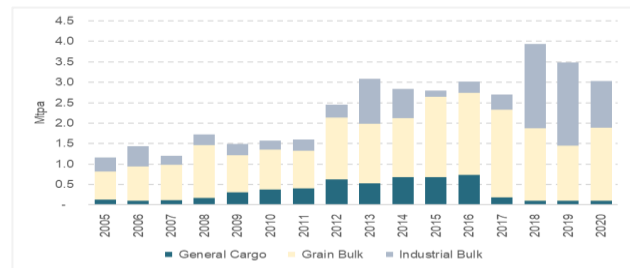
Yanbu Commercial Port is located on the western coast of the KSA, facing the Red Sea, between Dhiba port (located to the North) and Jeddah Islamic Port (located to the South). It is one of the oldest ports overlooking the Red Sea, and construction was completed in 1979. It is the main gateway for the Holy City of Madinah and the neighboring areas. It covers an area of 4.1 km² and has 13 berths with dredge depths ranging from 10 meters to 16 meters.

Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on an average handled 0.24 Mn tons of general cargo, 1.8 Mn tons of grain bulk, and 1.2 Mn tons of industrial bulk annually².

Potential commodities to be handled at the terminal are general cargo, grain bulk and liquid bulk.

Figure 7: Volume of General & bulk cargo handled by YCP port (In Mn Tons)



Source: Mawani

4. Multi-Purpose Cargo terminal at Jubail Commercial Port (JCP)

Port location and overview

Jubail Commercial Port is located on the east coast of the KSA, overlooking the Arabian Gulf. It is one of the largest ports of its kind, covering an area of 44 km² and consisting of 16 berths, with depths ranging from -12 m to -14 m. The port handles mainly containerized cargo, as well as solid bulk, general cargo, and negligible quantities of liquid bulk. The port is ranked third in terms

² Provision of passenger services may be included in the concession.

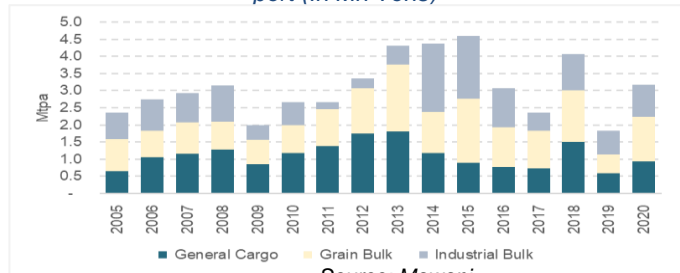
of handling containerized cargo, with a 10.7% share of the Saudi ports trading this cargo type, at a volume of 8.5 Mn tons in 2020.

Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on average handled 0.9 Mn tons of general cargo, 1.1 Mn tons of grain bulk and 0.9 Mn tons of Industrial bulk annually.

Potential commodities to be handled at the terminal for target concession are general cargo, industrial bulk and grain bulk.

Figure 8: Volume of General & bulk cargo handled by JCP port (In Mn Tons)



Source: Mawani

5. Multi-Purpose Cargo terminal at Jazan Port

Port location and overview

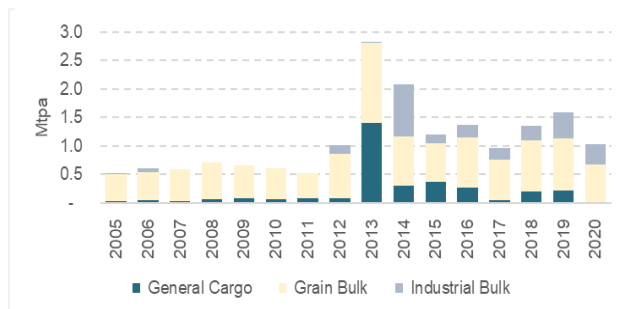
Jazan Port is located 60 km North of Yemen and is the most southern port in the KSA. The port is located close to the trade routes between Europe, Asia, the Arabian Gulf, and East Africa. The city of Jazan is connected with the rest of KSA cities, through a modern transportation network of roads, which enables Jazan to serve and support the southern regions of the KSA. The port occupies a 107-hectare plot and has 3,500m of berths. There are grain mills in the port which handle the agri-bulk imports into the KSA.

Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on average handled 0.15 Mn tons of general cargo, 0.8 Mn tons of grain bulk, 0.3 Mn tons of industrial bulk and 22,000 heads of livestock annually.

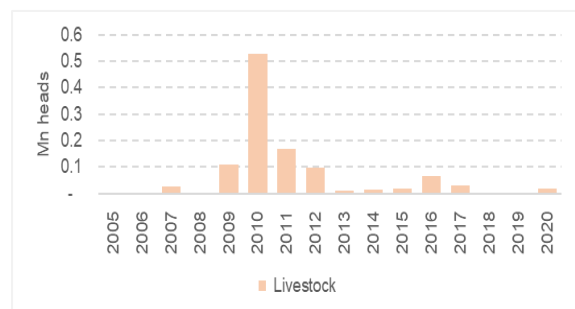
Potential commodities to be handled at Jazan multipurpose concession are general cargo, grain bulk, industrial bulk, and livestock.

Figure 9: Volume of General & bulk cargo handled by Jazan port (In Mn Tons)



Source: Mawani

Figure 10: Volume of livestock handled by Jazan port (In million heads)



Source: Mawani

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6. Multi-Purpose Cargo terminal at Yanbu King Fahad Industrial Port (KFIP Yanbu)

Port location and overview

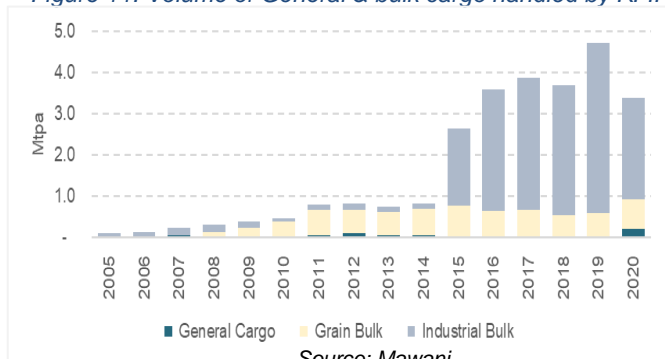
Yanbu King Fahad Industrial Port lies on the shores of the Red Sea in central western Saudi Arabia, 300 km North of Jeddah Islamic Port. It is considered the largest port for the loading of crude oil, refined products, and petrochemicals in the Red Sea. The port acts as a base for three oil refineries, several petrochemical plants, and a plastics factory. The port has 34 berths each with at least a 16 m depth. Historically, the port has only handled non-containerized traffic; however, significant growth is expected in containerized cargo.

Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on average handled 3.2 Mn tons of industrial bulk, 0.6 Mn tons of grain bulk and 0.1 Mn tons of general cargo annually.

Potential commodities to be handled at KFIP Yanbu multipurpose concession are grain bulk, industrial bulk and containers.

Figure 11: Volume of General & bulk cargo handled by KFIP



Source: Mawani

7. Multi-Purpose Cargo terminal at Jubail King Fahad Industrial Port (KFIP Jubail)

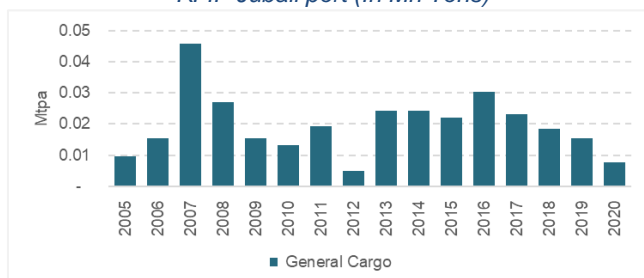
Port location and overview

Jubail King Fahad Industrial Port was constructed in 1974 and went into operations in 1982. It is located on the eastern coast of the KSA. It has a total of 34 berths and a depth of berths range between 14 and 28 meters. The port facilitates the import of raw materials and export of industrial products such as petrochemicals and refined petroleum products. KFIP Jubail Port is the second largest trading maritime facility in the country with a total cargo throughput of 62 Mn tons in 2020, after KFIP Yanbu Port and closely followed by Jeddah Islamic Port. Its highest traded cargo is liquid bulk, followed by solid bulk.

Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on average handled about 19,000 tons of general cargo annually. Potential commodities to be handled at KFIP Jubail multipurpose concession are dry bulk and general cargo.

Figure 12: Volume of General & bulk cargo handled by KFIP Jubail port (In Mn Tons)



Source: Mawani

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8. Multi-Purpose Cargo terminal at Ras Al-Khair Port (RAK)

Port location and overview

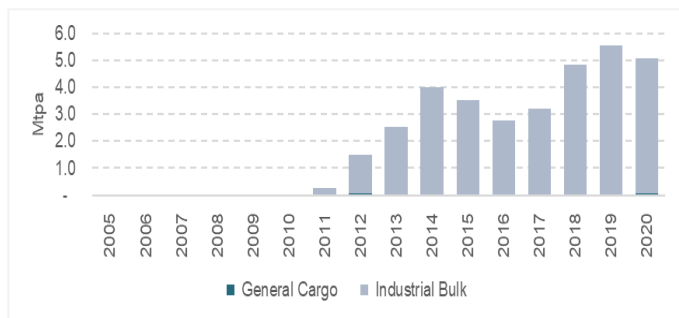
Ras Al-Khair Port is located on the eastern coast of the KSA, in a new industrial zone and is one of the most modern industrial ports in the country. Construction began in 2008 and operations commenced in February 2011. The port area covers a surface of 19.2 km² utilizing 14 berths with a total length of approx. 3,700 m and depths ranging from 15.2 to 16.2 m. The port also has two berths for handling Ro-Ro cargo. The port mainly handles ammonia, phosphate, and aluminum products.

Traffic and commodities

In the 5 years between 2016 and 2020, the terminal on average handled 4.3 million tons of industrial bulk, and about 10,000 tons of general cargo annually.

Potential commodities to be handled at Ras Al-Khair multipurpose concession are general cargo, industrial bulk, and limited volumes of containers.

Figure 13: Volume of General & bulk cargo handled by RAK port (In Mn Tons)



Source: Mawani

2.3 Scope of Work

The successful Applicant will be responsible for building and operating the awarded Priority Concessions for a “**Concession Period**” of twenty (20) years.

In line with Mawani's objectives of increasing the private sector participation in the KSA's maritime sector, the Priority Concessions will be structured under the BOT contract mode. The scope of services and/or responsibilities for the private sector operator, under various categories, are summarized in the following table:

Table 2 – Private Sector Operator Responsibilities under the Priority Concessions

Commercial Aspects	
Demand/Revenue Risk	Private sector operator will be assuming full demand/revenue risk under the Priority Concessions and will also provide a minimum level of certainty (to Mawani) in terms of revenue share ³ . Pertinent to note, Mawani will not assume any financing obligations under the Priority Concessions.

³ Full details of the revenue structure/revenue sharing mechanisms and the potential financial incentives under the Project will be shared with the successful respondents in the RFP documentation. Also refer to Section 2.4.5.

Asset Ownership	Mawani or relevant government entity retains the ownership of port / terminal land and will provide the private sector operator exclusive the right to use the land over the Concession Period.
Stakeholder Management	Private sector operator shall be responsible for the management of relevant stakeholders involved in the Project, including obtaining of applicable approvals during all stages of the Priority Concessions. Private sector operator will also be responsible for coordinating with relevant public and private sector stakeholders in relation to revenue generation, investments and other matters. Private sector operator to also assume responsibility of coordinating with relevant port management.
Management / Technical Expertise	Private sector operator to bring in management experience and technical know-how as part of the KPIs under the Priority Concessions.

Priority Concessions Delivery	
Infrastructure Upgrades/ Refurbishments	Private sector operator will be responsible for any infrastructure ⁴ upgrades and refurbishments at the Priority Concessions (if required).
Equipment Provision	Private sector operator will solely be responsible for the provision and procurement of all necessary equipment (existing and acquired or newly procured) required for the Priority Concessions ⁵ .
Financing for Capital Expenditures	Private sector operator will be responsible for raising any financing necessary for infrastructure upgrades / refurbishments and provision of equipment to ensure successful delivery of the Priority Concessions under the BOT contract mode ⁶ .
Hand back	Private sector operator to meet hand-back requirements for the terminals set out in the Priority Concessions and ensure a smooth handback transition of the terminal to Mawani at the end of the contractual term.

⁴ Requirements for infrastructure investment will vary with each concession. Detailed investment requirements will be made available to Qualified Applicants as part of the RFP.

⁵ Equipment investment requirements shall vary with each Priority Concession. Detailed equipment requirements will be made available to Qualified Applicants as part of the RFP.

⁶ Equipment lease from Mawani may be available where permissible. Complete details will be made available to Qualified Applicants as part of the RFP.

Priority Concessions Operations

Operations and Maintenance	<p>Private sector to undertake terminal operation and maintenance (O&M) in line with defined KPIs and ensure efficiencies by bringing in international best practices.</p> <p>The key activities to be performed by the private sector operator shall include all those required for managing, operating and maintaining the terminal infrastructure and its equipment in a fully operational condition throughout the term of the concession.</p> <p>Private sector operator will be responsible for the O&M of all acquired and/or new equipment. The O&M of equipment will include, but will not be limited to, periodic repairs, maintenance and replacement (if required)</p>
Services Delivery	<p>Private sector operator will be responsible for the customary service delivery (e.g. loading and unloading cargo, storage etc.) but excluding marine services.</p> <p>These services are expected to include, but will not be limited to:</p> <ul style="list-style-type: none"> • Loading and unloading of cargo between vessels and terminal; • Opening and closing of the vessel holds etc. • Transporting goods/containers to the inspection yards and preparing them for customs inspection, and returning goods to previous state; • Transporting dangerous cargo to isolation facilities and storage according to applicable law; and • Connecting and separating refrigerated cargo and monitor temperatures.
Buildings, Installations and Asset Management Services	<p>Private sector operator shall provide a safe and comfortable environment for all terminal users through the provision of complete buildings/installations and appropriate (fixed) asset maintenance services.</p> <p>Private sector operator shall also provide preventative, cyclical, corrective and reactive maintenance to the terminal installations to ensure that ports are at full operational functionality at all times.</p>

Health and Safety Management Services	<p>Private sector operator to assume full responsibility of the health and safety management services so to create a safe working environment at terminals. This is to ensure the safety of employees, terminal users and any other persons who have reason to visit the ports.</p> <p>Health and safety considerations are of fundamental importance to Mawani and to all ports management involved in the Project. Although health and safety requirements are dictated by applicable law, they are emphasized and reiterated herein. Detailed health and safety requirements will be communicated at the RFP stage.</p>
Lifecycle Management and Replacement	<p>Private sector operator will be responsible for lifecycle maintenance and replacement of the equipment (if applicable) to achieve suitable asset conditions and residual life / hand back requirements⁷.</p>

The scope of services/responsibility set out in the table above is preliminary in nature and subject to change. A detailed scope of services and/or responsibilities will be made available to Qualified Applicants as part of the RFP documentation.

2.4 Commercial and Contractual Structure

2.4.1. Commercial Structure

The anticipated commercial structure for the Priority Concessions can be summarized as follows:

- Mawani will grant the private sector operator rights to operate the terminal under the Concession Agreement on the applicable area of land and maintain the assets during the term of the Concession Agreement;
- In return for the grant of land use rights, Mawani is entitled to receive fees (royalty) against the throughput and fees for utilization of the land;
- The private sector operator will have the right to collect revenues from port users (i.e. shipping lines and consumers) for the services provided, as per the applicable tariff guidelines, together with other revenue generated by the terminal; the private sector operator will issue all invoices for services provided based on the official tariff books issued by Mawani using the electronic invoicing system integrated with Mawani's systems.
- A detailed Key Performance Indicators ("KPI") regime, as per market standard and in line with best practices, for performance monitoring and incentive/penalty payments shall

⁷ Equipment residual life requirements (if any) shall vary under each Priority Concession. Detailed residual life requirements will be made available to Qualified Applicants as part of the RFP.

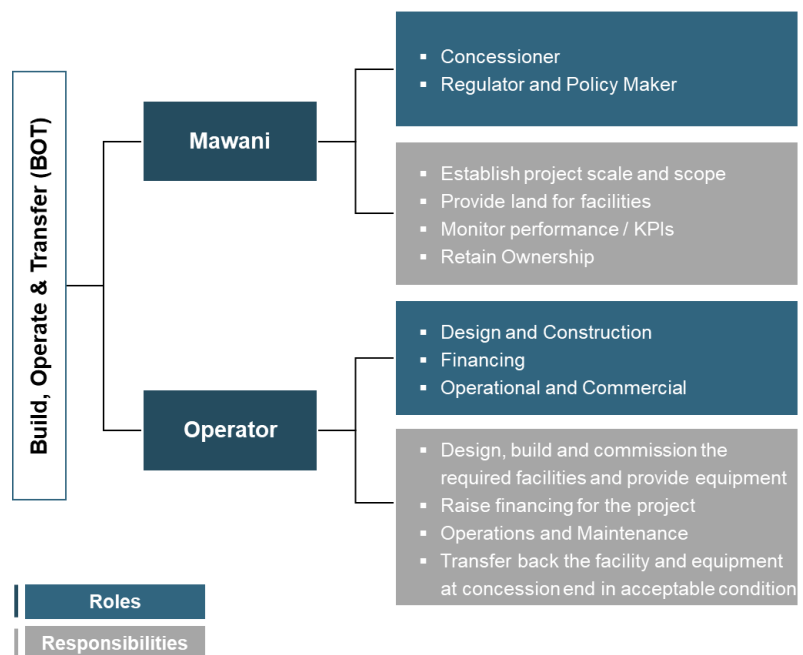
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apply and be defined (details will be disclosed at a later stage of the procurement process); and

- Private sector operator will be responsible for securing any required financing for investments under the Priority Concessions.

The roles and responsibilities under the envisaged contractual structure for the Priority Concessions can be summarized as follows:

Figure 14: Responsibilities under the Priority Concessions



2.4.2. Contractual Structure

The contractual structure for the Priority Concessions is expected to be based on general contractual arrangements for private-public partnership projects in KSA. It is expected that there will be a separate Concession Agreement for each Project, which will set out the terms of the contractual arrangements between Mawani and the private sector operator.

The Concession Agreement will set out the detailed performance mechanisms, which the private sector operator needs to comply with including a KPI regime for port operation and management services. In all cases, it is expected that the private sector operator will be entirely responsible for making the required investments (in equipment or otherwise) and the operation and maintenance (O&M) of the ports. At the end of the term of the Concession Agreement, the assets (and associated facilities) will be transferred / handed back to Mawani.

A form of the Concession Agreement will be included in the RFP package.

2.4.3. Financing Structure and Responsibility

The private sector operator will be responsible for obtaining all financing necessary to fulfil its obligations under the Concession Agreement.

It is anticipated that the RFP will require that bidders provide evidence of support from equity and debt providers for the provision of financing towards meeting the investment obligations under the Concession Agreement.

2.4.4. Concession Period

The Concession Period for each Priority Concessions will commence upon effectiveness of the relevant Concession Agreements and expire after 20 years or on termination, whichever occurs earlier.

Full details of the term, investment duration limits (under each Priority Concession) and other timing aspects will be defined in the RFP.

2.4.5. Handback of the Project

Upon the expiry or early termination of the Concession Agreement, the private sector operator will be required to transfer / handback the terminal and all associated equipment (under the relevant Priority Concession) to Mawani. Such transfer will be carried out in accordance with the hand back requirements (to be defined in the RFP and Concession Agreement).

Notwithstanding the above, Mawani reserves the unilateral right to amend or modify the envisaged contractual structure at any stage of the procurement.

3. Procurement Process and Indicative Timelines

The Priority Concessions are expected to be procured under two (2) distinct procurement waves. The waves have been designed based on the geographical locations of the different Priority Concessions.

Four (4) Priority Concessions located on the East coast of the KSA are proposed to be procured under Wave 1 and the remaining four (4) Priority Concessions located on the West coast of the KSA are proposed to be procured under a subsequent Wave 2. The indicative list of Priority Concessions per procurement wave is summarized in the table below. Mawani, in its sole discretion, may make alterations to the composition of the procurement waves before or following the launch of the RFP process.

Table 3 – Priority Concessions under each procurement wave

Procurement Wave 1	Procurement Wave 2
1) RAK Multipurpose terminal	1) Jazan Multipurpose terminal
2) KAPD Multipurpose & Ro-Ro terminal	2) JIP Multipurpose & Ro-Ro terminal
3) JCP Multipurpose terminal	3) YCP Multipurpose terminal
4) KFIP Jubail Multipurpose terminal	4) KFIP Yanbu Multipurpose & Container terminal

The procurement process for Procurement Wave 1 is expected to consist of the following stages and to follow the indicative timeline as set out below:

Table 4 - Indicative Timelines for Procurement Wave 1

Stage	Indicative Timeline Procurement Wave 1*
EOI	08-July-2021
Issuance of RFQ	11-January-2022
Pre-Qualification Conference	18-January-2022
Deadline for submission of SOQ clarifications	23-January-2022
SOQ submission Date	23-February-2022
Announcement of SOQ evaluation results and list of Qualified Applicants	22-March-2022
RFP release date	April-2022
RFP Bid submission	June-2022
Selection of preferred bidder(s)	July-2022
Contract signing	August-2022

*Note – Timelines are subject to change at the sole and absolute discretion of Mawani

Details regarding the steps relating to the RFP process shall be shared, at a later stage, only with the Qualified Applicants.

Pre-Qualification Conference:

Mawani will hold a conference for all the RFQ recipients on the date as set forth in Table 4. The purpose of the Pre-Qualification Conference will include the following:

- To ensure that RFQ recipients are well aware of the Project's objectives;
- To ensure the interested players understand Project's key benefits;
- To ensure that the Indicative Timelines for Procurement Waves are clear;
- To ensure that the technical and financial qualification criteria are explained in detail; and,
- To answer any queries regarding the RFQ process.

The Pre-Qualification Conference shall be held virtually and the details shall be announced via e-mail to the RFQ recipients.

The procurement process for Procurement Wave 2 is expected to consist of the following stages and to follow the indicative timeline as set out below:

Table 5 - Indicative Timelines for Procurement Wave 2

Stage*	Indicative Timeline
	Procurement Wave 2
RFP release date	April-22
RFP Bid submission	July-22
Selection of preferred bidder	August-22
Contract signing	September-22

*Note – Mawani intends to proceed with one qualification stage for both the procurement waves (i.e. single RFQ for qualification for both the procurement waves). It shall remain entirely at Mawani's discretion as to whether it decides to conduct a fresh RFQ qualification for Procurement Wave 2.

4. Submission Instructions

4.1 Statement of Qualification (SOQ)

Mawani is interested in receiving SOQ with the information sought as per the forms set out in the Annexures (in the prescribed formats) of this RFQ document from interested parties with a track-record of extensive and relevant experience in the development, operations and maintenance of port terminals, similar to the Priority Concessions.

Assuming that Mawani proceeds with the RFP stage, Mawani will announce the SOQs evaluation results and the list of Qualified Applicants on the following websites:

- Mawani's website (www.mawani.gov.sa)
- NCP's website (www.ncp.gov.sa)

Qualified Applicants will also be notified of the RFP stage and, where applicable, would be provided with a link to download the RFP documents.

4.2 Format of Submission

Each Application shall be completed in English as per the below requirements –

- Section 1 – Duly signed submission cover letter as per Annex-I
- Section 2 – Particulars of the Applicant as per Annex-II
- Section 3 – Technical capacity of the Applicant as per Annex-III
- Section 4 – Details of the Eligible Projects as per Annex-IV
- Section 5 – Financial strength of the Applicant (Net Worth) as per Annex-V (both part A and B)
- Section 6 – Financial information of the Applicant as per Annex-VI
- Section 7 – Statement of legal capacity as per Annex-VII
- Section 8 – Duly signed Anti-corruption declaration as per Annex-VIII
- Section 9 – Duly signed confidentiality agreement as per Annex-IX

All forms must be duly signed by the Authorized representative of the Applicant (in case of Consortium, the Authorized representative of the Lead Member).

An Applicant can bid for any number of Concession Types (Refer to the Concession Types set out in Section 2.2). However, **the Applicant must submit a separate Application (along with all Annexures as applicable) for each Concession Type they are interested in bidding.** The Applicant is requested to mention the Concession Type and the project type (Refer to Section 5.1) for which the submission has been made. Information provided by the Applicant will be used by Mawani to evaluate the technical and financial strength of Applicants for the purposes of qualification. The Technical and Financial eligibility criteria for qualification is set out in Section 5. In case of bidding for more than one Concession Type, the details required for technical evaluation criteria (Refer to Section 5.1) must be provided in the format provided in relevant Annexures.

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The evaluation will be carried out in accordance with the terms of this RFQ in order to ensure necessary competition for the Projects. Only those Applicants who are qualified by Mawani will be eligible for receipt of an RFP, which permits, subject to the terms thereof, participation in the bidding process for the Priority Concessions. As of the date of this RFQ, it is not anticipated that there will be a limit on the number of Applicants who can proceed to the RFP stage.

In case of parties forming a Consortium, information needs to be submitted for each Consortium Member as per the requirement set out in the Annexures. In order to enhance its qualification, an Applicant is allowed to propose different Consortium composition for different Concession Types. In such a case, the role of each Consortium Member must be clearly presented as per point 12 in Annex-II.

Interested parties are required to submit their Application on the online data room ("**Datasite**⁸") on or before the Application Due Date (in PDF, MS Word, MS Excel 2007 (or later version) as appropriate). In case the Applicant fails to submit the Application on the Datasite due to a technical issue (only), Application may also be submitted in electronic format by email (in PDF, MS Word, MS Excel 2007 (or later version) as appropriate) to the email address stated in Section 4.4.1 below. Applications should be uploaded on Datasite (or submitted to the email address provided in the Section 4.4.1 only in case of technical issues).

4.3 Submission due date and late Applications

Application responses are to be submitted by 3:00 PM (KSA time) on 23-February-2022 ("**Application Due Date**" or "**RFQ Closing Date**"). SOQs will no longer be accepted after the specified date on the Application Due Date.

Mawani may, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly to all Applicants.

4.4 Clarifications and Amendments to the RFQ

4.4.1 Clarifications

Applicants requiring any clarification on the RFQ may notify Mawani in writing by e-mail on the below mentioned email address by the date specified. The format for clarifications is provided under Annex-X.

Mawani shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, Mawani reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this paragraph shall be taken or read as compelling or requiring Mawani to respond to any question or to provide any clarification.

⁸ Each Applicant needs to submit a request to Mawani through the following email address: priority.concession@mawani.gov.sa. The Applicant must submit the request by 31-January-2022, in order to receive the Datasite credentials to submit the Application.

All clarifications and interpretations issued by Mawani shall be deemed to be part of the RFQ. Verbal clarifications and information given by Mawani, its employees or representatives shall not in any way or manner be binding on Mawani.

All enquiries in respect of this RFQ or the requirements of the RFQ are to be directed via email to: priority.concession@mawani.gov.sa before 3:00 PM (KSA time) on 23-January-2022.

4.4.2 Amendments

At any time prior to the Application Due Date, Mawani may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of an Addendum.

Mawani shall deliver the written “**Addendum**” in connection therewith to whoever is participating in the RFQ process at that time, through email or by publication on the website of Mawani and the participants shall have no claim or suit against Mawani, the NCP or the SC or any advisor or any other person acting on their behalf in connection with any such amendment.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, Mawani may, in its sole discretion, extend the Application Due Date.

In case Mawani receives requests from bidders to extend the Application Due Date, Mawani may decide, in its sole discretion, to extend the Application Due Date by issuing an Addendum uniformly to all Applicants.

4.5 Modification/Substitution/Withdrawal of Application

An Applicant may modify/substitute/withdraw its Application prior to the Application Due Date provided that (1) a written request to modify, substitute or withdraw the Application is hand delivered to Mawani, by or on behalf of an authorized representative of the Applicant, or (2) the request is delivered by e-mail or certified mail to the email address set out in Section 4.4.1.

4.6 Clarification on the Applications received

To facilitate evaluation of Applications, Mawani may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by Mawani for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If an Applicant does not provide an adequate response to clarifications sought above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, Mawani may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Mawani.

4.7 Opening, Review and Evaluating SOQs

In accordance with the Privatization Law, Mawani will follow the procedure as set out below for opening, reviewing and evaluating the SOQs:

1. All SOQs received against this RFQ shall remain sealed/unreviewed till the RFQ Closing Date;
2. Upon occurrence of the RFQ Closing Date, all SOQs shall be opened simultaneously in accordance with any other procedures stipulated in the RFQ;
3. Once all the SOQs are opened, Mawani will review, study and evaluate the SOQs in line with the evaluation criteria (as set out in Section 5); and
4. Upon successful evaluation, Mawani will identify the Qualified Applicants, and will announce the SOQs evaluation results and the list of Qualified Applicants on the following websites:
 - a. Mawani website (www.mawani.gov.sa)
 - b. NCP website (www.ncp.gov.sa)

4.8 Disqualification

Mawani may reject an Applicant's SOQ, disqualify an Applicant, revoke a notice of qualification, or remove an Applicant from further consideration for any reason at Mawani's sole discretion, including without limitation and without prejudice to Mawani's sole discretion, the following reasons:

1. Receipt of a SOQ after the Application Due Date;
2. failure by an Applicant to comply with any of the requirements of this RFQ, in the time, form and manner prescribed;
3. failure to comply with the Declarations given in the Anti-Corruption Declaration;
4. if the Applicant is subject to any applicable sanctions;
5. if the Applicant or any Consortium Member attempted to bribe Mawani, the NCP, the SC, any employee, agent or advisor of these parties, or any other person in connection to the Project, or engages in any other criminal or corruptive behavior in connection with the Project;
6. misrepresentation, fraud, withholding or concealment of information in the SOQ by an Applicant;
7. failure by an Applicant to disclose or provide any additional information as may be required by Mawani during the evaluation and qualification process;
8. failure to disclose a conflict of interest by the Applicant (or, in case of a Consortium, by any Consortium Member), or if there is a conflict of interest that is disclosed and is not acceptable to Mawani;
9. bankruptcy or insolvency of an Applicant (or, in case of a Consortium, of any Consortium Member) in the last three (3) years;

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10. determination by Mawani that the Applicant (or, in case of a Consortium, any Consortium Member) is prohibited from doing business with Mawani on grounds which may include but are not limited to public policy or national interest;
11. pending or threatened legal proceedings with Mawani, or another Saudi Government entity which would be deemed by Mawani to represent a conflict of interest;
12. failure to report any material change in information provided in the SOQ following submission thereof;
13. past failure of the Applicant to comply with the terms of any bid, letter of intent or contract with Mawani or any other Government Entity in the KSA, whether in an individual capacity or as part of a joint venture or partnership; and/or
14. the Applicant is incorporated in a country that does not have diplomatic relations with the KSA (or, if the Applicant is a Consortium, any Consortium Member is incorporated in a country that does not have diplomatic relations with the KSA).

The basis for disqualification shall be applicable to the Applicant, Consortium or Consortium Members rather than a company specifically incorporated for participating in the Project.

5. Eligibility and evaluation

The technical and financial eligibility criteria for qualification under this RFQ are detailed below. Applicants (individuals or Consortia) interested in bidding for Priority Concession(s) under each Concession Type should fulfill the criteria for the relevant Concession Type category as outlined in the table below.

- Applicants interested in bidding for Priority Concessions under Concession Type A should fulfill the Technical Eligibility Criteria of TQC 1 and the Financial Eligibility Criteria of FQC 1.
- Applicants interested in bidding for Priority Concession under Concession Type B should fulfill the Technical Eligibility Criteria of TQC 2 and the Financial Eligibility Criteria of FQC 1 and FQC 2.
- Applicants interested in bidding for Priority Concessions under Concession Type C should fulfill the Technical Eligibility Criteria of TQC 3 and the Financial Eligibility Criteria of FQC 1 and FQC 2.

The table below summarizes the technical and financial eligibility criteria which needs to be fulfilled for each Concession Type.

Table 6 - Technical and financial eligibility criteria for each Concession Type

Concession Type ⁹	Technical Eligibility Criteria	Financial Eligibility Criteria
Concession Type A	TQC 1	FQC 1
Concession Type B	TQC 2	FQC 1 & FQC 2
Concession Type C	TQC 3	FQC 1 & FQC 2

As highlighted in Section 4.2 above (Format of Submission) above, each Applicant needs to submit a separate Application (along with all Annexures as applicable) for each of the Concession Types which the Applicant is interested in bidding.

5.1 Technical Evaluation Criteria

Applicants shall submit details of their experience in projects to demonstrate fulfillment of the technical criteria below. All such references should be for Seaport and/or Dry port terminal projects in which the Applicant (or its relevant Consortium members) was the lead concessionaire (in term of performing the majority of the scope of services and / or exercising

⁹ In case Mawani elects to bundle the following concessions together, Applicants who meet the following requirements, as well as the other requirements set out in this RFQ, shall be allowed to bid in the RFP stage.

- JCP Multipurpose terminal + KFIP Jubail Multipurpose terminal - An Applicant who submits a SOQ for any one of these concessions and also qualifies for a Type A concession may be allowed to bid in the RFP stage for this bundled concession.
- JIP Multipurpose & Ro-Ro terminal + Jazan Multipurpose terminal - An Applicant who submits a SOQ for any one of these concessions and also qualified for a Type C concession may be allowed to bid in the RFP stage for this bundled concession.

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management control¹⁰ over the concession) (under a BOT, BOO, BOOT or similar structure) for the relevant port terminal or has the largest equity shareholding in the operating company of the port terminal ("**Eligible Projects**¹¹"). Applicant, to meet the Technical Qualification Criteria, must include at least one Seaport terminal project under the Eligible Projects for any or all TQCs as the case maybe.

The Technical Qualification Criteria ("**TQC**") is defined below:

i. TQC 1

- a. The Applicant (or in case the Applicant is a Consortium, the Lead Member) should have been the lead concessionaire in Eligible Project(s), and the Applicant (in the case of Consortium, the Lead Member) should have handled more than 4 MTPA on average of multipurpose terminal cargo in the last 5 years across Eligible Project(s). Multi-purpose terminal cargo could include dry bulk and/or liquid bulk and/or break bulk and/or livestock and/or any other form of general cargo.

ii. TQC 2

- a. The Applicant (or in case the Applicant is a Consortium, the Lead Member) should have been the lead concessionaire in Eligible Project(s) and should have handled more than 1,000,000 TEUs per annum on average of container traffic in the last 5 years across Eligible Project(s).

AND

- b. The Applicant (or in case the Applicant is a Consortium, any Consortium Member¹²) should have been the lead concessionaire in Eligible Project(s) and should have handled more than 3 MTPA on average of multipurpose terminal cargo in the last 5 years across Eligible Project(s). Multi-purpose terminal cargo could include dry bulk and/or liquid bulk and/or break bulk and/or livestock and/or any other form of general cargo.

iii. TQC 3

- a. The Applicant (or in case the Applicant is a Consortium, any Consortium Member¹³) should have been the lead concessionaire in Eligible Project(s) and should have handled more than 200,000 Ro-Ro vehicles per annum on average in the last 5 years across Eligible Project(s).

¹⁰ Management Control means ownership of equity share capital, voting capital, or the like by contract or otherwise, conferring control of, power to control the composition of, or power to appoint, fifty per cent (50%) or more of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity.

¹¹ In case an Applicant (or a Consortium thereof) is using it's/their Parent's or Affiliate company's credentials for meeting the requirement set forth in Eligible Project - demonstration of knowledge and/or expertise transfer (from Parent or Affiliate company) is also required.

¹² Experience to be demonstrated by a single nominated Consortium Member

¹³ Experience to be demonstrated by a single nominated Consortium Member

AND

- b. The Applicant (or in case the Applicant is a Consortium, the Lead Member) should be the lead concessionaire in Eligible Project(s), and the Applicant (in case of Consortium, the Lead Member) should have handled more than 5 MTPA on average of multipurpose terminal cargo in the last 5 years across Eligible Project(s). Multi-purpose terminal cargo could include dry bulk and/or liquid bulk and/or break bulk and/or livestock and/or any other form of general cargo.

Applicant should submit the details of Eligible Projects as per formats set out in Annex-III and Annex-IV.

5.2 Financial Evaluation criteria

The financial strength and financial experience of each Applicant will be evaluated against the following criteria –

i. **FQC 1 - Financial strength**

- a. Individual Applicant: Net Worth greater than or equal to SAR 350 Mn equivalent;
- b. In case the Applicant is a Consortium:
 - Lead Member: Net worth greater than or equal to SAR 350 Mn equivalent
 - Each of the other Consortium Members: Net worth greater than or equal to SAR 250 Mn equivalent

ii. **FQC 2 - Financial experience**

- a. Individual Applicant: The Applicant must demonstrate experience of raising project financing for at least one (01) infrastructure project in KSA or globally in the last five (5) years.
- b. In case the Applicant is a Consortium: The Lead Member or any Consortium Member must demonstrate experience of raising project financing for at least one (01) infrastructure project in KSA or globally in the last five (5) years.

Note:

- For the purposes of this RFQ, net worth (the “**Net Worth**”) shall be calculated as per the format provided under Annex-V
- For currency conversion rates, the representative exchange rates published by the International Monetary Fund (IMF) for the relevant period shall be considered by the Applicant and the exchange rate thus considered shall be clearly specified in the SOQ
- The financial strength of the Applicants will be considered according to the information presented in Annex-V and if required, shall be verified via the audited annual financial statements of the Applicant as of the last reporting date

- Mawani shall further evaluate the profile of bidders based on the complete set of information provided against the SOQ to arrive at the shortlist of Qualified Applicants for the RFP stage. Mawani reserves the right to not qualify a bidder in case of a weak submission or inadequate information as per the details required under the submission forms
- Applicant can use Parent or Affiliate company's financial statements to fulfil Financial Qualification Criteria 1 (FQC-1 & FQC-2). However, in such as case, the Applicant will be required to demonstrate financial support / commitment from the Parent or Affiliate company, during the RFP stage.

6. Qualification and notification

After the evaluation of Applications, Mawani intends to announce a list of Qualified Applicants who will be eligible for participation in the RFP stage. Mawani will not entertain any query or clarification from Applicants who fail to qualify.

Save and except as provided in this RFQ, Mawani shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

7. Annexures

Annex I – Submission Cover letter

[Applicant's or Lead Member's letterhead]

Saudi Ports Authority (Mawani)

P.O. Box 5162 Riyadh 11422
Kingdom of Saudi Arabia

[Date]

We, the undersigned:

Last Name:

First Name:

Title: [Chairman/Vice Chairman/President/Vice President]

of [Name of company], acting as the legal representative of [Applicant/Lead Member]¹⁴, hereby certify, represent, warrant and agree, on behalf of [Applicant] that:

1. This submission letter, along with all documentation submitted herewith, forms our Statement of Qualification ("SOQ"), which is being submitted in response to the Request for Qualification ("RFQ") dated [] for participation in the bid for Priority Concession, issued by Mawani. All capitalized terms used herein have the same meaning as in the RFQ.
2. We are submitting the Application as an [Individual Applicant / Consortium] for Concession Type [A/B/C]. [Our Consortium's Lead Member being [Name of the Lead Member] and the Consortium Members are [Name of the Consortium Member 1, Consortium Member 2 etc.]]¹⁵
3. We certify that: (i) the information submitted as part of this SOQ is complete, accurate and true and does not omit any information which might make the information contained in the SOQ misleading in any material respect and (ii) we accept the documents, terms and conditions set out in the RFQ.
4. We fully understand the RFQ and acknowledge that Mawani is not obligated to accept our SOQ and may at any time reject our SOQ or cancel the prequalification process in their sole discretion.
5. We fully release and discharge Mawani, the National Center for Privatization & PPP (NCP), the Supervisory Committee for Privatization in the Transportation Sector (SC), their consultants, advisers and personnel, completely and unconditionally from any

¹⁴ If the Applicant is a Consortium, execution of this letter by each Consortium Member is required.

¹⁵ Please select the statement which is applicable

responsibility or liability for the decisions that may be made with respect to our qualification and that Mawani, the NCP, the SC and their consultants, advisers and personnel shall not be liable for any such actions and shall be under no obligation to inform any Applicant of the grounds for them.

6. [We confirm that we are not aware of any situation constituting a conflict of interest (as set out in Section 1.2.7 of the RFQ) or could potentially give rise to such a conflict of interest in connection with this Project.] OR [We have identified a conflict of interest of the sort as set out in Section 1.2.7 of the RFQ in connection with this Project and the nature and details of this conflict are set out below.]¹⁶
7. Mawani and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this SOQ, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this SOQ or with regard to the resources, experience and competence of the Applicant(s).
8. We will comply with the procedures set out in this RFQ and, if shortlisted to proceed to the RFP stage, with the procedures set out in the RFP.
9. All costs incurred by us in preparing and submitting the SOQ shall not be borne by the Government of the Kingdom of Saudi Arabia.
10. We will avoid collusion, conflicts of interest, bribery and other corruptive behaviours.

In [Location], on this [Date]

Signature of the Authorized representative of the Applicant/Lead Member _____

[In case the Applicant is a Consortium, execution of this letter by each Consortium Member is required:

In [Location], on this [Date]

Signature of Authorized representative of the Consortium Member 1 _____

In [Location], on this [Date]

Signature of Authorized representative of the Consortium Member 2 _____]

¹⁶ Please select the statement which is applicable

Annex II - Particulars of the Applicant

1. Name of the Applicant
2. Country of incorporation
3. Address of the corporate headquarters and its branch office(s), if any, in KSA
4. Date of incorporation and/ or commencement of business
5. Legal entity of the Applicant
6. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in this Project:
7. Organization structure (In the form of a structure chart) of the Applicant (i.e. identity of intermediate shareholders, levels of shareholding and ultimate Parent/Affiliate company) and in the case of a Consortium of each member within the Consortium
8. CVs of key management team
9. Particulars of individual(s) who will serve as the point of contact/ communication for the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
10. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
11. Please confirm the Concession Type and the name of the Concession bidding for (Refer to Section 2.2):

Concession Type	Name of the Concession
Concession Type [A/B/C]	[Name of Concession]
	[Name of Concession]
	[Name of Concession]
	[Name of Concession]
	[Name of Concession]

12. In case of a Consortium:
 - (a) The information above (1-10) should be provided for all the Consortium Members.

- (b) A copy of the statement of legal capacity, as per the format provided under Annex-VII should be attached to the Application.
- (c) Information regarding the role of each Member should be provided as per the table below (separate table in case of different consortium structure proposed for different Concession Types)

Concession Type _____ (As per point 11 above)			
No.	Name of Member	Proposed Role	Expected percentage of equity in the Consortium
1.			
2.			

13. The following information shall also be provided for the Applicant, including each of the Consortium Members:

Name of Applicant/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/ Consortium Member, or any of its shareholders or any entity under its control, been (1) prohibited by any KSA Authority from participating in any project; or (2) disqualified by any KSA Authority from any bidding or procurement process in the KSA?		
2.	If the answer to 1 is yes, does the prohibition or disqualification subsist as on the date of the Applicant's/Consortium Member's Application?		
3.	Has the Applicant/ Consortium Member been required to pay liquidated damages of more than 5% of the contract value in a contract or has been penalized due to any other reason in relation to performance of a contract, in the last three (3) years?		

14. A statement by the Applicant and each of the Consortium Members (where applicable) or any of their associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)
15. The following financial information shall also be provided for the Applicant, including each of the Consortium Members:

No.	Shareholder	Lead Member	Consortium Member-1	Consortium Member-2
1	% of Equity Proposed to be subscribed.			
2	Details of Funds available to support Equity Investment.			
3	Five (05) year historical audited financial statements attached (Y / N)			
4	Details of any material change in the financial or trading position or material post balance sheet event.			
5	Confirmation that no significant merger, change in ownership, share or business acquisition or disposal, or joint venture or partnership arrangement, which may have a material effect on the financial or technical abilities of the Applicant, has taken place and is not otherwise disclosed.			
6	Current and three (3) year historic long-term credit ratings for the ultimate providers of equity by Standard and Poor's or Moody and Fitch, to the extend available	Current – 2020 - 2019 - 2018 -	Current – 2020 - 2019 - 2018 -	Current – 2020 - 2019 - 2018 -
7	Other Relevant Information			

Guidance to fill the above details -

- Identities of equity funding providers with the relevant percentage of equity proposed to be subscribed (which shall reconcile with the percentages shown in the % share distribution in this annexure) and details of the funds available to the Applicant to support their equity investment;
- Applicants must provide audited financial statements for each of the last five (05) financial years, and if a consortium, for each member thereof. Financial statements must include a consolidated balance sheet, income statement and where available, cash flow statement. Where an Applicant has less than five years of operation, each Applicant must submit the aforementioned for the period of operation.
- The currency of all financial information provided should be in SAR equivalent. For currency conversion rates, the representative exchange rates published by the International Monetary Fund (IMF) for the relevant period shall be considered by the Applicant and the exchange rate thus considered shall be clearly specified in the format above.

- iv. Details of any material change in the financial or trading position or material post balance sheet event after the date of approval of the last audited financial statements and any related stock exchange announcement;
- v. Confirmation that no significant merger, change in ownership, share or business acquisition or disposal, or joint venture or partnership arrangement, which may have a material effect on the financial or technical abilities of the Applicant, has taken place and is not otherwise disclosed;
- vi. current and three (3) year historic long-term credit ratings for the ultimate providers of equity by Standard and Poor's or Moody and Fitch, to the extent available;
- vii. other relevant information relative to the Applicant's financial record or history and capabilities that the Applicant believes would be helpful to Mawani in assessing the Applicant's SOQ, including any claims which have resulted in, or which potentially may result in, significant liabilities (including, without limitation, information on any legal or arbitration proceeding (threatened or commenced), any contingent liability or loss which would require disclosure in accordance with International Accounting Standard 37 (Provisions, Contingent Liabilities and Contingent Assets) or International Accounting Standard 39 (Financial Instruments: Recognition and Measurement), and any threatened tax or regulatory investigations).

Annex III - Technical Capacity of Applicant - Format

(as against Section 5.1)

Applicant type*	Project Sr no**	Concession type\$	Experience ¹⁷ (Total Cargo handled)\$				
			2017	2018	2019	2020	2021
Single entity Applicant/ Lead Member of Consortium/Parent/Affiliate	a						
	b						
	c						
	d						
Consortium Member 1	1a						
	1b						
	1c						
	1d						
Consortium Member 2	2a						
	2b						
	2c						
	2d						

Note: The cargo handling experience shared should be clearly differentiated for each type of cargo under each Concession Type (as detailed below).

*An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant shall be replaced with information relating to Lead Member of the Consortium.

**Refer Annex-IV for Project Sr no. Add more rows if necessary.

\$Concession Types:

- Concession Type A
- Concession Type B
- Concession Type C

\$\$ Volume of cargo handled in the Eligible project in last five calendar years as per the Concession Types defined based on type of cargo envisaged to be handled -

1. Concession Type A

- Total volume of commodities including dry bulk and/or liquid bulk and/or general cargo commodities including project cargo, break bulk and livestock (In MTPA or heads, as appropriate)

¹⁷ In case calendar year 2021 data is not available, the Applicant needs to provide an explanation and share the data for the last 5 calendar years for which the data is available (i.e., from 2016 onwards)

2. Concession Type B

- a. Total volume of commodities including dry bulk and/or liquid bulk and/or general cargo commodities including project cargo, break bulk and livestock (In MTPA or heads, as appropriate)
- b. Total volume of container traffic (In TEUs)

3. Concession Type C

- a. Total volume of commodities including Dry bulk and/or Liquid bulk and/or General cargo commodities including Project cargo, Break bulk and Livestock (In MTPA)
- b. Total volume of Ro-Ro vehicles (in Numbers)

Annex IV - Details of Eligible Projects - Format

(Refer to Section 5.1)

Separate pages for separate Eligible projects

Project Sr no. (as per the project number in Annex-III):

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Concession type	5	
Project type	6	
Type of cargo handled	7	
Volume of cargo handled (Last 5 years)	8	
Responsibility allotted while executing the project	9	
Entity for which the project was constructed/ developed	10	
Location (please specify if in GCC region or not)		
Project cost		
Date of commencement of project/ contract	11	
Date of completion/ commissioning	11	
Equity shareholding (with period during which equity was held)	12	
Other Details	14	

Instructions:

1. Applicants are required to issue separate Annex IV (Details of Eligible Projects) for each concession bid.
2. Applicants are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the evaluation criteria specified in Section 5.1 of the RFQ. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
3. For a single entity Applicant, the Project Sr no. would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on. This Project Sr no. should match with the serial number of the project mentioned under Annex III of this document.

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4. A separate sheet should be filled for each Eligible Project
5. Refer point 7 below for Concession Types
6. Refer point 7 below for project types
7. The type of cargo handled as per the commodities defined under point 8 below
8. Volume of cargo handled in the Eligible project in last five calendar years as per the Concession Types and project types defined below (Also separately indicate commodity wise volume and year wise volume) -

Concession Type A

- a. Total volume of commodities including dry bulk and/or liquid bulk and/or general cargo commodities including project cargo, break bulk and livestock (In MTPA or heads as appropriate)

Concession Type B

- a. Total volume of commodities including dry bulk and/or liquid bulk and/or general cargo commodities including project cargo, break bulk and livestock (In MTPA or heads, as appropriate)
- b. Total volume of container traffic (In TEUs)

Concession Type C

- a. Total volume of commodities including dry bulk and/or liquid bulk and/or general cargo commodities including project cargo, break bulk and livestock (In MTPA or heads, as appropriate)
- b. Total volume of Ro-Ro vehicles (In Numbers)
9. Details of the responsibility allotted to the Applicant while executing the project (Example – Lead Member, O&M operator, construction contractor, financial investor etc.)
10. Particulars such as name, address and contact details of owner/ Public Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided.
11. The date of commencement and commissioning of the project should be indicated.
12. The equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which experience is claimed, needs to be given. Any changes in the equity shareholding of the Applicant in the Eligible Project during the last 5 years should also be highlighted.
13. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
14. Applicants shall provide an evidence to qualify that they have performed the majority of the scope of services and / or exercised management control over the concession on the Eligible projects (Refer Section 5.1 of this RFQ for the details).

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Annex V - Financial strength of Applicant (Net worth) (Part A and B)

(as against Section 5.2)

(A) Net worth of the Applicant

(In SAR\$)

Exchange rate – [Currency]\$ to SAR

Applicant type ^{\$\$}	Net worth					
	2016	2017	2018	2019	2020	Average (Last Three Year)
Single entity Applicant						
Consortium Member 1						
Consortium Member 2						

^{\$} For currency conversion rates, the representative exchange rates published by the International Monetary Fund for the relevant period shall be considered by the Applicant and the exchange rate thus considered shall be clearly specified in the format above.

^{\$\$}An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In the case of a Consortium, the row titled Single entity Applicant may be ignored.

(B) Financial standing (as against Section 5.2)

Applicants shall provide details of the financial standing (Net Worth) of the Applicant (separate information required individually for each Consortium Member and Parent/Affiliate as the case may be) for the last five financial years as per the requirement under Section 5.2 of this RFQ.

Exchange rate – [Currency] to SAR

Information Required	Respondent Input				
Year Established					
Key Financial Information (SAR)	2016	2017	2018	2019	2020
Paid-in Capital					
Retained Earnings					
Revaluation Reserves					
Other Reserves					
Currency Translation Adjustment					
Less: Treasury stock					

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Subtotal Net Worth					
Less: Goodwill					
Less: Net Intangibles					
Less: Loans to Shareholders					
TANGIBLE NET WORTH					
<i>Please indicate the accounting standards under which the annual accounts that provided the information used in the calculation above were audited</i>					
Identity of Company Auditors					

Note:

The Applicant is expected to provide copies of the last five years (as mentioned in the format above) 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.

In case the financial statements for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect. In such a case, the Applicant shall provide the audited annual reports for 5 (five) years preceding the year for which the audited annual report is not being provided.

Annex VI - Financial experience of Applicant

(for Concession Type B and C only)

Experience in raising project financing (as against Section 5.2)

Applicants to provide a list of infrastructure project(s) for which the Applicant has successfully reached financial close based on project financing, in the last five (5) years:

Name of the Project	
Location	
Type of Project	
Project Size (capacity)	
Sponsors	
Applicants role in the project (pre and post completion)	
Project / Plant costs (SAR equivalent)**	
Debt finance raised (SAR equivalent)**	
Sources of debt finance	
Lead arrangers of debt finance	
Date of financial close	
Date of project/plant commercial operations	
% Shareholding of Affiliate/Parent in the project (if required)	

*Additional project references should be added to suit Applicant's experience record

** For currency conversion rates, the representative exchange rates published by the International Monetary Fund (IMF) for the relevant period shall be considered by the Applicant and the exchange rate thus considered shall be clearly specified in the format above.

Annex VII - Statement of Legal Capacity - Format

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

The

Mawani (Saudi Ports Authority),

P.O. Box 5162 Riyadh 11422

Kingdom of Saudi Arabia.

Dear Sir,

We hereby confirm that [we]/ [our] members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that . [insert member's name] will act as the Lead Member of our consortium.

We have agreed that . [insert individual's name] [will act as our representative]/ [will act as the representative of the consortium on its behalf] and has been duly authorized to submit the RFQ. Further, the authorized signatory is vested with all requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

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Annex VIII - Anti-Corruption Declaration Form – Format

1. *This Anti-Corruption Declaration form must be executed by the Applicant/each Consortium Member composed within the Respondent.*
2. *The Applicant shall ensure it has appropriately completed or revised all bracketed items in this Anti-Corruption Declaration form.*

[Letterhead of Consortium Member / Applicant]

By execution of this Anti-Corruption Declaration we <Insert name of Applicant> of <Insert address of Applicant> (hereafter called the “**Applicant**”), hereby commits to be bound to the to the regulations of the Kingdom of Saudi Arabia and warrants full and unconditional compliance with the declarations made herein:

1. Anti-Corruption

The Applicant 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 (as defined below) in connection with any business opportunities which, without limit, may arise in connection with the Project or the Projects.

A “**Public Official**” is defined as:

- i. Any official or employee of any agency of Mawani or any government owned or controlled enterprise; or
- ii. Any person performing a public function.

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

2. Communication with Public Officials/other bidders

The Applicant hereby represents and warrants that neither it nor any of its employees or representatives shall engage in any form of communication or collusion with Public Officials or other bidders in relation to the Project or Projects, other than as expressly permitted by the RFQ.

3. General

The Applicant acknowledges that:

- i. Any breach of the declarations made herein may result in Mawani suffering loss and/or damages and the Applicant hereby agrees to indemnify Mawani against all expenses, losses and/or damages that may be sustained or incurred as a result either directly or indirectly of any such breach;

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- ii. In addition to any indemnities provided by the Applicant Mawani may, at its sole discretion, apply any of the following sanctions against the Applicant or Consortium Member :
- Warning; or
 - Disqualification of the Applicant or Consortium Member and striking the Applicant's (or Consortium Member's) name from the list of potential bidders for these Projects and/or any future Projects for a certain period of time or permanently.

Signature:

Name:

Date:

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

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

[Respondent and where Respondent is a Consortium, each Consortium Member]

Annex IX – Confidentiality agreement - Format

Introduction:

This agreement is prepared by MAWANI (presented here as First Party), to adhere to the regulations of the Kingdom of Saudi Arabia, in order to protect the privacy and confidentiality of governmental information. As his/her, duties require accessing MAWANI's information; this agreement presents second party's commitment of protecting confidentiality and privacy of first party's information.

Agreement Objectives:

- Comply with Saudi laws.
- Protect MAWANI Information, and the privacy of who use MAWANI's services.

Responsibilities:

The second party is responsible to adhere to every statement of this agreement.

Agreement Statement:

1. This agreement covers all information related to MAWANI's work, whether being digitized or not.
2. During his/her working with first party, any information that second party becomes aware of is an intellectual property of the first party, including verbal information.
3. This agreement covers, with no exception, all MAWANI's employees (officials, contractors, etc.), and the employees of any company that works with MAWANI.
4. Excluded from this agreement are only information those MAWANI makes public.
5. This agreement does not end by ending the relationship between the two parties and ends only when

مقدمة:

التزاما من الهيئة العامة للموانئ "موانئ" (ويشار لها في هذه الاتفاقية بالطرف الأول) بأنظمة المملكة وحماية لخصوصية وسرية المعلومات الحكومية وحيث أن طبيعة عمل الطرف الثاني تقتضي الإطلاع على بعض المعلومات المملوكة للموانئ فقد تم توقيع هذه الاتفاقية والتي تنص على التزام الطرف الثاني بالمحافظة على سرية وخصوصية معلومات الطرف الأول .

اهداف الاتفاقية:

- الالتزام بأنظمة المملكة العربية السعودية .
- حماية معلومات موانئ وخصوصية بيانات المشمولين بخدماتها .

المسؤوليات:

الطرف الثاني مسؤول عن الالتزام بتطبيق جميع بنود هذه الاتفاقية .

بنود الاتفاقية:

- 1- تشمل هذه الاتفاقية جميع المعلومات الرقمية أو غير الرقمية ، والتي تخص أي من جوانب العمل في موانئ .
- 2- تعتبر جميع المعلومات التي يطلع عليها الطرف الثاني أثناء عمله مع الطرف الأول ملكا فكريا للطرف الأول . وإن قام الطرف الثاني بإنتاجها وتوفيرها ويشمل ذلك أيضا المعلومات التي قد تصل للطرف الثاني بشكل شفهي .
- 3- تشمل هذه الاتفاقية بدون استثناء جميع الموظفين بموانئ (حكوميين، متعاقدين ، إلخ) وجميع موظفي الشركات العاملين معها.
- 4- يستثنى من هذه الاتفاقية المعلومات التي تقوم الموانئ بنشرها للعموم .
- 5- لا تنتهي هذه الاتفاقية بانتهاء العمل بين الطرفين وتنتهي فقط حال صدور وثيقة رسمية من الموانئ تحدد انتهاءها .
- 6- يتعهد الطرف الثاني بعدم مشاركة أي معلومات مملوكة للموانئ بأي شكل من الاشكال مع أي طرف ثالث الا بموافقة الموانئ .

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- MAWANI makes an official announcement of it.
6. The second party commits that sharing any information with third parties requires MAWANI's approval.
 7. The second party commits not to try reaching any information out of his work scope, and to inform MAWANI if this accidentally happens.
 8. The second party commits to inform MAWANI about any information leak.
 9. When work relationship ends, the second party commits to deliver all information to MAWANI, and to destroy any remaining information those not delivered.
 10. The first party keeps the right to monitor and audit adherence to this agreement, directly or through a third party.
 11. Failing to adhere to this agreement makes second party accountable by Saudi laws, and responsible for any consequences.
 12. For companies' employees, adhering to this agreement is a shared responsibility between companies and its employees.
 13. Companies have to be given a copy of this agreement at the beginning of the business relationship with MAWANI, while receiving the agreement copy is considered as an approval of its contents.
 14. In case of information leak, the first party has the full right to take any action in order to reduce the risk, and to make sure leakage will not take a place again.
 15. This agreement does not entail any contractual obligation on MAWANI.

- 7- يتعهد الطرف الثاني بعدم محاولة الوصول لأي معلومات مملوكة للطرف الأول وتقع خارج نطاق عملة وإعلام الموانئ في حال تحقق ذلك .
- 8- يتعهد الطرف الثاني بإعلام الطرف الأول عن أي حالة تسريب لمعلومات مملوكة للطرف الأول لطرف ثالث .
- 9- عند انتهاء التعامل بين الطرفين يتعهد الطرف الثاني بإعادة جميع المعلومات الرقمية وغير الرقمية التي بحوزته للطرف الأول واتلاف جميع المعلومات المتبقية الأخرى التي لا يمكن اعادتها .
- 10- يحتفظ الطرف الأول بحق المراقبة والتدقيق على الطرف الثاني بشكل مباشر أو عن طريق طرف ثالث يختاره ، للتأكد من الالتزام بنود هذه الاتفاقية .
- 11- إن الإخلال بنود هذه الاتفاقية يعرض الطرف الثاني للمساءلة القانونية بحسب الانظمة السارية في المملكة العربية السعودية ويكون الطرف الثاني مسؤولاً عن أي ضرر ينتج عن ذلك .
- 12- في حالة موظفي الشركات تكون مسؤولية الالتزام بهذه الاتفاقية مشتركة بين الشركة وموظفيها .
- 13- بالنسبة للشركات تسلم الشركة نسخة من هذه الاتفاقية عند بدء علاقة العمل مع الموانئ ويعتبر الاستلام موافقة ضمنية من الشركة على بنود الاتفاقية.
- 14- يحق للطرف الأول اتخاذ الإجراء الذي يراه مناسباً في حال حدوث أي تسريب للمعلومات وذلك للحد من مخاطر التسريب والحرص على عدم التكرار .
- 15- لا يترتب على هذه الاتفاقية أي التزام تعاقدية على موانئ.
- 16- في حال الرغبة بالتبليغ عن أي حادثة تتعلق بالاتفاقية أو الاستفسار عن محتوياتها يرجى التواصل على البريد الإلكتروني :

priority.concession@mawani.gov.sa

16. For inquiries, or to report an incident,
please contact the email:
priority.concession@mawani.gov.sa

First Party:

Saudi Ports Authority (Mawani)

الطرف الأول :

الهيئة العامة للموانئ (موانئ)

Second Party (Authorized):

الطرف الثاني (المفوض) :

Name.....	الاسم
Employer.....	الجهة
Project.....	المشروع
Title.....	المنصب الوظيفي
Mobile.....	رقم الجوال
Email.....	البريد الالكتروني
Date.....	التاريخ
Signature.....	التوقيع

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Annex X - Request for clarification - Format

Applicant Name -

Date -

S No.	Issue	RFQ Section	Question/ Comment
1.	(e.g. – Concession)	(e.g.- Section – paragraph)	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			