



REPUBLIC OF IRAQ

Ministry of Transport through the
General Company for Airports and Air Navigation Administration

TENDER PROCEDURE NUMBER 1/2024

FOR

the selection of a private partner for the rehabilitation, expansion, financing,
operation and maintenance of Baghdad International Airport under a Public-
Private Partnership (PPP) model

Request for Qualification

11 July 2024

With the support of:



Contents

1	Definitions	3
2	Introduction.....	7
3	Reserved rights and disclaimer, confidentiality	8
4	Background and Objectives	8
5	Bidders' Composition & Qualification Requirements.....	11
6	Qualification process	15
7	Preparation of Qualification Applications	16
8	Submission of Qualification Applications	17
9	Qualification Applications opening and evaluation.....	19
10	Governing law and language	22
	Schedule 1 Bid Data Sheet.....	24
	Schedule 2 Estimated Timetable.....	26
	Schedule 3 Qualification Requirements and evidence.....	27
	Schedule 4 Form and content of Qualification Application.....	30
	Appendix 1 Bidder Power of Attorney	36
	Appendix 2 Organization Chart	38
	Appendix 3 Constitutional Documents	39
	Appendix 4 Self-Declaration regarding causes of disqualification.....	40
	Appendix 5 Affidavit for Independent Bid and Absence of Conflicts of Interests.....	42
	Appendix 6 Form of declaration of compliance with Airport Operation Experience.....	44
	Appendix 7 Form of declaration of compliance with Construction Experience.....	46
	Appendix 8 Statement of Compliance with Financial Capability Requirements.....	48
	Appendix 9 Experience raising financing certificate	49
	Schedule 5 Power of Attorney for the submission of the Qualification Application.....	50
	Schedule 6 Non-Disclosure Agreement template	51

1 Definitions

In this Request for Qualification (including schedules), unless the context otherwise requires, capitalized terms shall have the meaning ascribed hereinafter.

Affiliate means a Company directly and indirectly Controlling, Controlled by, or under direct or indirect common Control, with another Company.

Airport means Baghdad International Airport located in Baghdad, Republic of Iraq.

Airport Operation Service Agreement means the service agreement between the Airport Operator and the Project Company whereby the former provides the latter with the services regarding the operation and the maintenance of the Airport contemplated by the PPP Agreement.

Airport Operator means:

- (a) the Bidder, or,
- (b) in the event of a Consortium, the Consortium Member designated as such by the Consortium in the Qualification Application and meeting the *Technical Requirement n°1 – Operating Experience* in accordance with clause 5.4, or,
- (c) in the event the Bidder (single or Consortium) opts to incorporate the Project Company without an Airport Operator Shareholder, the Airport Operator Subcontractor

which shall meet the Technical Requirement n°1 – Operating Experience in accordance with section 1.1 of Schedule 3 (*Qualification Requirements*).

Consortium Member designated as such by the Consortium in the Qualification Application and meeting the *Technical Requirement n°1 – Operating Experience* in accordance with clause 5.4.

Airport Operator Shareholder has the meaning indicated in section 5.4.

Airport Operator Subcontractor has the meaning indicated in section 5.4.

Airport Services has the meaning indicated in section 4.2(vi).

Bid Data Sheet means the Bid Data Sheet attached in Schedule 1 (*Bid Data Sheet*).

Bidder means any Company or Consortium that intends to submit a Qualification Application based on the public announcement and this Request for Qualification.

Central Committee means the Central Committee set up pursuant to Chapter 5 – Article 5 of the Public Procurement Law (Ministry of Planning Instruction No. 2 of 2014).

Company means a locally incorporated/existing company or foreign company, corporate body or other legal entity having separate legal existence and capable of suing or being sued under the laws of the jurisdiction in which it is formed.

Connected Person means, in relation to any Person:

- (a) any Affiliate of such Person;

- (b) any director, senior executive or manager either of such Person or of any Person referred to in paragraph (a);
- (c) any consultant, agent or representative supporting such Person in connection with the Project; and
- (d) any Person with an aggregate ultimate beneficial interest in at least five per cent of the share capital or ownership interest in such Person (howsoever held).

Consortium means a Bidder which comprises two or more Companies.

Consortium Agreement means the agreement to be entered into between the Members of a Consortium setting out rights and obligations in relation to the governance and management of the Consortium and to be submitted during the Selection Phase.

Control or Controlled or Controlling means a situation in which one Company possesses:

- (a) more than half of the shares or share participation, or
 - (b) more than half of the voting rights, or
 - (c) the right and ability to elect the majority of the members of management bodies or persons authorized for representation in accordance with the law, or
 - (d) decisive influence on management and governance,
- of another Company.

Current Operators means the General Company for Airports and Air Navigation Administration or its subcontractors currently carrying out airport services at the Airport or any other entity having responsibility vis-à-vis the GoI as to the operation of the Airport.

E&S Standards means the environmental and social standards regarding the construction and operation of the Airport that will be defined in the PPP Agreement.

Estimated Timetable means the estimated timetable of the Tender Process attached as Schedule 2 (*Estimated Timetable*).

GCAAN means the General Company for Airports and Air Navigation Administration, a state-owned entity under the MoT.

GoI means all governmental bodies and authorities of the Republic of Iraq, including but not limited to the Cabinet of Ministers of the Republic of Iraq.

IFC means the International Finance Corporation, a member of the World Bank Group.

IFC Advisory means IFC PPP Transaction Advisory department, acting as lead transaction advisor to government on PPP projects.

IFRS means the International Financial Reporting Standards promulgated by the International Accounting Standards Board (**IASB**) (which include standards and interpretations approved by the IASB and international accounting standards issued under previous constitutions), together with all amendments.

Information Memorandum means the information memorandum containing detailed information on the Project and including the current layout of airside, terminal and other airport facilities, that will be delivered to Bidders upon request, in accordance with clause 6.1(a).

Lead Member means the Member of the Consortium which is appointed as a leader of the Consortium by the other Members. The Lead Member can also be appointed as Airport Operator.

Member means any Company which is a member of a Consortium.

MoT means the Ministry of Transport of the Republic of Iraq.

Iraqi Law means the Constitution, laws or regulations which are in force in Iraq as well as international conventions which are applicable in Iraq as part of law.

IQD means Iraqi Dinars, the legal currency in the Republic of Iraq.

Net Worth means the calculation of the total assets of a Company minus the total liabilities of such Company calculated based on IFRS or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the relevant Company is incorporated.

Non-Disclosure Agreement means the non-disclosure agreement mentioned in clause 6.1(b) and attached hereto as Schedule 6.

Non-Qualified Bidder means a Bidder whose Qualification Application has been rejected in accordance with clause 9.6(b).

Offer means the offer submitted by a Qualified Bidder during the Selection Phase.

Person shall mean all natural persons, corporations, partnerships, and other entities.

PPP means “public private partnership”, as the model to implement the Project.

Private Partner means the Selected Tenderer, which shall enter into the PPP Agreement and undertake to incorporate the Project Company to realize the Project. Upon the Project Company executes the PPP Agreement or accedes to it, Private Partner means the Project Company.

Project means the PPP project for the rehabilitation, expansion, financing, operation and maintenance of the Airport, as described in this RFQ.

PPP Agreement means the PPP contract to be entered into by the Public Partner, on one side, and the Selected Tenderer (to be eventually replaced by accession by the Project Company) as the Private Partner, on the other side, to implement the Project. The PPP Agreement can also be directly executed by the Public Partner and the Project Company, as the case may be.

Project Company means the special purpose vehicle expected to be formed as an Iraqi (joint stock or limited liability) company, which may be participated by GoI depending on the assessment which will be carried out by the GoI, or the non-Iraqi company with a branch office in Iraq that the Private Partner shall utilize to sign or to accede to the PPP Agreement.

Public Partner means the Republic of Iraq through GCAAN, as the expected signatory of the PPP Agreement.

Public Procurement Law means the Coalition Provisional Authority Order No. 87 of 2004 and the Ministry of Planning Instruction for Implementing Government Contracts No. 2 of 2014, including subsidiary regulations issued thereunder and the Instruction No. 1 of 2024 issued on 29 April 2024, governing public procurement and contracting in Iraq, as amended and supplemented.

Qualified Bidder means a Bidder whose Qualification Application has been determined to meet the Qualification Requirements in accordance with clause 9.6(a).

Qualification Phase means this first phase of the Tender Process as described under the Public Procurement Law.

Qualification Application means the application prepared in accordance with clause 7 (*Preparation of Qualification*) and submitted by a Bidder pursuant to clause 8 (*Submission of Qualification*) of this Request for Qualification.

Qualification Application Replacement means the application that replaces the Qualification Application pursuant to clause 8.2(h).

Qualification Application Submission Deadline means the time and date stated in Schedule 1 (*Bid Data Sheet*).

Qualification Requirements means the technical requirements and the financial requirements set forth in Schedule 3 (*Qualification Requirements*).

Record Book means the document in which are recorded the date and time of receipt, replacement and withdrawal (as applicable) of the Qualification Application.

Request for Proposal or RFP means the request for proposal to be issued to Qualified Bidders to launch the Selection Phase.

Request for Qualification or RFQ means this request for qualification.

Sanctioned Party means any person or entity that is, or any person or entity owned or controlled (as such terms are interpreted in accordance with applicable Sanctions Regimes) by one or more persons that is:

- (a) listed on any sanctions or export control list issued pursuant to any Sanctions Regime;
- (b) located in, incorporated or organized under the laws of a country or territory that is the target of any country-wide or territory-wide Sanctions Regime; or
- (c) otherwise a target of Sanctions.

Sanction Regimes means the Sanctions by:

- (a) the United Nations Security Council under Chapter VII of the United Nations Charter;
- (b) the US government (including the US Department of State, the US Department of Commerce and the US Department of the Treasury (including the Office of Foreign Assets Control));
- (c) the United Kingdom government (including H.M. Treasury, the Foreign, Commonwealth & Development Office and the Department for Business, Energy & Industrial Strategy);

- (d) the European Union; or
 - (e) or any other sanctions or restricting authority that may be applicable; and
 - (f) the respective governmental institutions and agencies of any of the foregoing
- (together, the “Sanctions Authorities”).

Sanctions means any economic or financial sanctions, regulations or trade embargoes imposed, enacted, administered or enforced from time to time by any Sanctions Authority.

Selected Tenderer means the Bidder which is awarded the Tender in the Selection Phase.

Selection Phase means the second phase of the Tender Process defined as “technical phase” under the Public Procurement Law.

Tender means the tender launched for the award of the Project and comprising of this Request for Qualification, to be followed by the Selection Phase.

Tender Authority means GCAAN in its capacity as entity launching and carrying out the Tender.

Tender Process means the two-tier selection process provided by the Public Procurement Law in order to select the winner of the Tender pursuant to Article 3(4) of the Public Procurement Law.

Website means GCAAN website as set out in the Bid Data Sheet.

2 Introduction

- 2.1 The GoI represented by the MoT, acting through GCAAN, as the authorized body under the Public Procurement Law is requesting Bidders to submit an Application in the form and content indicated in Schedule 4 (*Form and content of Qualification Application*) in response to this Request for Qualification for the purpose of selecting a Private Partner to design, rehabilitate, expand, operate and maintain the Airport under a PPP model, by mean of a long-term PPP Agreement, through a competitive and open Tender Process.
- 2.2 GCAAN is acting as Tender Authority for this Tender in accordance with the Public Procurement Law and has appointed IFC Advisory to act as lead transaction advisor and assist in the conduct of the Tender.
- 2.3 A comprehensive technical, legal, environmental and social feasibility study for the Project has been completed by MoT and GCAAN with IFC Advisory’s support.
- 2.4 This Request for Qualification is the first part of a two-stage public procurement procedure for the selection of the Private Partner pursuant to the Public Procurement Law, which contemplates the following phases:
 - (a) A Qualification Phase to select Qualified Bidders; followed by
 - (b) A Selection Phase to identify the Selected Tenderer who will form the Project Company and implement the Project. Only Qualified Bidders will be invited to participate in the Selection Phase.

- 2.5 The GoI is currently considering having a stake in the Project, in which case the Project Company may be incorporated as a mixed company under Iraqi Law. Further details and confirmation will be provided as part of the Request for Proposal.
- 2.6 This Request for Qualification describes the intended structure of the Project and further details will be provided to Qualified Bidders during the Selection Phase. It is expected that Qualified Bidders will be granted access to a virtual data room containing relevant information and reports on the Airport and the Project, to help prepare an Offer.

3 Reserved rights and disclaimer, confidentiality

- 3.1 To the extent permitted by Iraqi Law, the Tender Authority reserves all rights in connection with the conduct of the Tender Process, including without limitation all rights to suspend, cancel, modify or extend the Tender Process at any time without incurring any liabilities whatsoever.
- 3.2 This RFQ constitutes an invitation to submit a Qualification Application. It does not constitute a solicitation to invest in, or otherwise participate in, the Project.
- 3.3 None of the GoI, the Tender Authority nor their advisors, employees, consultants or agents (a) shall have any liability for this RFQ or for any other written or oral communication transmitted to a Bidder, or (b) will be liable to reimburse or compensate a Bidder for any costs or expenses incurred by a Bidder in evaluating or acting upon this RFQ or otherwise in connection with the potential transaction contemplated herein or otherwise.
- 3.4 Each Bidder shall be solely responsible for conducting, at its own cost, its own independent research, verification of the information available in the course of the Tender Process and any other investigation it may deem necessary, and for seeking any other independent advice for the purposes of preparing and submitting a Qualification Application.
- 3.5 No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the GoI, the Tender Authority or their advisors, employees, consultants or agents, for the completeness, adequateness or accuracy of any data or other information contained in the RFQ or provided during the Tender Process.
- 3.6 All information and documents submitted by a Bidder in response to this RFQ becomes the property of the Tender Authority unless such Qualification Application is returned to the Bidders pursuant to the terms of the RFQ.
- 3.7 In submitting any information in response to this RFQ, each Bidder certifies that it understands, accepts, and agrees to these disclaimers. Nothing contained in any other provision of this RFQ, nor any statements made orally or in writing by any person or party, shall have the effect of negating or superseding any of the foregoing disclaimers.
- 3.8 The Bidder shall keep strictly confidential and shall not sell, trade, publish or otherwise disclose in any way (including, for example, by photocopying, reproduction or electronic means) any information relating to the Tender Process to any party other than its Affiliates (if any), unless prior written consent from the Tender Authority is obtained.

4 Background and Objectives

Recognizing that the Airport is a strategic public asset and the main gateway to Iraq, the Republic of Iraq wishes to ensure that it is managed efficiently, effectively and in strict

compliance with international regulations and standards. It is further committed to ensuring that airport infrastructure and installations are modernized and expanded in an orderly and transparent manner, maximizing value-for-money while maintaining competitive rates and charges for its users. Moreover, GCAAN aspires to boost the Airport's profitability by attracting new users and offering expanded services, while simultaneously ensuring adequate quality of service levels. In short, the GoI seeks world-class airport infrastructure and services that will satisfy current and future demand.

The Project is envisioned to take the form of a long-term PPP Agreement and will involve the grant of a tender for public works to a private partner to design, rehabilitate, expand, finance, operate and maintain the Airport, including ancillary facilities.

In such context, the Private Partner will be required to carry out, without limitation, the following activities in compliance and subject to the terms and conditions of the PPP Agreement:

- design, rehabilitate and expand the Airport as required to meet air passenger and cargo traffic demand and service levels;
- provide Airport Services, in line with key performance indicators that will be set out in the PPP Agreement, international best practices, IATA level of services and E&S Standards.
- in consideration of the right to receive the revenues from the provision of these services, whereby assuming the operational risk;
- undertake preventive and major maintenance of the Airport facilities;
- pay a share of gross revenues to GoI through a revenue sharing mechanism;
- finance, design and build all appropriate new infrastructure;
- release the Airport and its assets to the Public Partner upon expiry of the PPP Agreement.

4.1 Description of the Airport

The Airport is located 10 miles (16 km) west of downtown Baghdad. The Airport has three identical passenger terminals with a capacity of 2.5 million passengers per annum each, under GCAAN's management. One of them (Nineveh – constructed in 1989) is out of service since 2020. The second (Babylon – constructed in 1984) is used for international airlines. The third (Samara – constructed in 1989), was out of service for more than 30 years, but came back into operation in 2023 and is used for local airlines, including the national carrier Iraqi Airways.

The Airport requires significant capital investments to adequately service current and projected demand. It is foreseen that significant capital improvements will be completed by the Private Partner, including:

- Optimize and refurbish the existing airport terminal and infrastructure;
- Rehabilitate airside (aprons, taxiways, runways and other infrastructure);

- Expand the airport to increase the total capacity in line with the traffic forecasts and actual traffic growth; and
- Operate and maintain the airport as set out in the PPP Agreement.

The Airport is currently operated by GCAAN and its subcontractors, with some operational functions under the responsibility of Iraqi Airways.

4.2 Anticipated Transaction Structure

As currently envisioned, the transaction structure for the proposed Project is as follows:

- (i) **Public Partner:** the Republic of Iraq through GCAAN.
- (ii) **Contract Structure:** PPP to design, expand, rehabilitate, finance, operate and maintain the Airport, including operating and maintaining the existing infrastructure and the new infrastructure, all in accordance with the PPP Agreement.
- (iii) **Contract Duration:** 20 years with a possibility to extend under conditions that will be detailed in the PPP Agreement.
- (iv) **Minimum Performance Level:** IATA Optimum Level of Service in accordance with IATA's Airport Development Reference Manual (ADRM) 2014 edition.
- (v) **Scope of Work:** The Private Partner shall design, expand, rehabilitate, finance, operate and maintain the Airport. In general, the Private Partner must provide the Airport Services reasonably required for the safe and continual operation of the Airport as detailed below (excluding air navigation services and services being performed by governmental agencies, e.g. air traffic control, immigration, customs, outer Airport perimeter security, etc.). The military airbase adjacent to the Airport is outside of the Scope of Work.
- (vi) **Airport Services:** These are envisaged to cover the operation of the Airport including (i) passenger terminal operations including aprons and gate allocation, retail and duty-free activities, in-terminal security, passenger and luggage security screening, passenger handling, business lounges; (ii) land bank services such as car parking, and other commercial activities; and (iii) some airside services such as aircraft rescue and firefighting, cargo facilities operations, and main airline services, including ground handling. Further details will be provided in the PPP Agreement at Selection Phase.
- (vii) **Revenues:** The Project Company will be entitled to collect and retain the revenues from the Airport Services for the duration of the PPP Agreement.
- (viii) **Fees:** In exchange for the rights set forth in the PPP Agreement, including the collection and retention of the revenues from the operation of the Airport, the Project Company shall make regular payments to the Public Partner in the form of a percentage of the gross revenues as indicated in the Selected Tenderer's Offer (Qualified Bidders will be requested to indicate in their Offer, *inter alia*, the offered percentage).
- (ix) **Project Funding:** the GoI will provide a US\$ 100 million contribution that will cover, among other things, the funding required to design and implement the improvement works for the airfield that will be provided according to modalities that will be determined in the PPP Agreement. The Project Company will be responsible for raising and providing all capital investment required to design and build the improvement

works of the remainder of the Airport facilities and all costs related to the operation and maintenance of the Airport.

The Selected Tenderer will be required to operate the Airport within the terms and conditions stipulated in the corresponding PPP Agreement, including the minimum technical requirements, E&S standards and other requirements.

4.3 Central Committee

The Central Committee is formed by decision of the Tender Authority in accordance with the Public Procurement Law and will be responsible to make decisions in relation to this Tender process.

5 Bidders' Composition & Qualification Requirements

5.1 Bidders' Composition

- (a) The Bidder may have the form of a Company or a Consortium.
- (b) The requirements related to the shareholding structure of the Project Company will be set out in the draft PPP Agreement which shall be made available to the Qualified Bidders with the Request for Proposal in the Selection Phase.
- (c) If the Bidder is a Consortium:
 - (i) the Lead Member shall represent and bind all of its Members in all matters relating to the Tender Process;
 - (ii) the number of Members shall not be less than 2 and not higher than 5;
 - (iii) each Member should hold at least a 10% interest in the Consortium;
 - (iv) the Lead Member shall hold at least an interest in the Consortium equal to 25%;
 - (v) Members of the Consortium shall be jointly and severally liable to the Tender Authority for the fulfilment of the Consortium's obligations under this RFQ and, in case of successful qualification, the Request for Proposal.

5.2 Qualification Requirements

The Bidder (whether a single Company or a Consortium) shall fulfil the Qualification Requirements set out in Schedule 3.

A Bidder which fulfils and gives evidence of the Qualification Requirements shall be deemed to have fulfilled the minimum mandatory technical, operational, commercial and other requirements necessary to implement the Project pursuant to the Public Procurement Law.

5.3 Public Procurement Law Applicable to a Consortium

Without prejudice to clause 5.6 (*Submission of Evidence from Affiliates*) below, a Consortium shall be allowed to fulfil the requirements prescribed in Schedule 3 (*Qualification Requirements*) through the cumulative or non-cumulative experience / resources of its members, as better specified in Schedule 3 (*Qualification Requirements*).

5.4 Airport Operator

The Bidder may opt to meet the requirements set forth in Section 1.1. of Schedule 3 (*Qualification Requirements*) in respect of the Operating Experience by way of either (i) through one of its Consortium Member (or the Bidder itself, in case of a single Bidder) (“**Airport Operator Shareholder**”) or (ii) through a third party that will be appointed as subcontractor by the Project Company (“**Airport Operator Subcontractor**”). I

5.4.1 Airport Operator Shareholder

Should the Bidder opt to meet the requirements set forth in Section 1.1. of Schedule 3 (*Qualification Requirements*) in respect of the Operating Experience through an Airport Operator Shareholder, it shall indicate the Airport Operator Shareholder in the Qualification Application and such Airport Operator Shareholder shall meet the requirements set forth in Section 1.1. of Schedule 3 (*Qualification Requirements*) in respect of the Operating Experience.

In case of a single Bidder, should the Bidder want to qualify as the Airport Operator Shareholder (and not opt to appoint an Airport Operator Subcontractor as per the clause 5.4.2 below) such Bidder must indicate itself as Airport Operator Shareholder in the Qualification Application and shall meet the requirements set forth in Section 1.1. of Schedule 3 (*Qualification Requirements*) in respect of the Operating Experience.

5.4.2 Airport Operator Subcontractor

Should the Bidder, whether a single Bidder or a Consortium, opt to meet the requirements set forth in Section 1.1. of Schedule 3 (*Qualification Requirements*) in respect of the Operating Experience through an Airport Operator Subcontractor, it can do so either:

- a) by indicating the Airport Operator Subcontractor in the Qualification Application, in which case Section 1.1. of Schedule 3 (*Qualification Requirements*) in respect of the Operating Experience shall apply and the Airport Operator Subcontractor shall meet the relevant requirements; or
- b) by indicating the Airport Operator Subcontractor during the Selection Phase within 60 (sixty) business days from the issuance of the Request for Proposals, and submitting by the above deadline evidence that the Airport Operator Subcontractor meets the requirements set forth in Section 1.1 of Schedule 3 (*Qualification Requirements*) in respect of the Operating Experience.

5.4.3 General Rules

The same Airport Operator may be designated as an Airport Operator Subcontractor by more than one Bidders, whether at the Qualification Application phase or at the Selection Phase.

The Airport Operator Shareholder must be indicated in the Qualification Application and cannot be also a Member of another Consortium or a single Bidder.

Requirements can be met directly by the Airport Operator Shareholder or the Airport Operator Subcontractor, or through an Affiliate of the Airport Operator Shareholder or the Airport Operator Subcontractor as provided in clause 5.6 below and Section 1.1. of Schedule 3 (*Qualification Requirements*).

The Airport Operator Subcontractor will not be allowed to become a member of the Consortium or to be a shareholder of the Project Company without prior written consent from the Public Partner.

5.5 Participation Restrictions

No Bidder may submit a Qualification Application if:

- a) it or any of its Members owns more than five percent of the shares (directly or indirectly) of another Bidder or another Bidder's Member or of any of their respective Affiliate or has a direct or indirect legal or beneficial interest in five per cent of the shares of another Bidder or another Bidder's Member or of any of their Affiliates; or
- b) it or any of its Members' executive or managing directors:
 - a. holds the office of executive or managing director in another Bidder or another Bidder's Member or of any of their Affiliates; or
 - b. is a GoI employee; or
 - c. has a financial or otherwise close relationship to GCAAN, MoT or GoI officers, consultants, employees, etc involved in the Tender Process, either directly or through a spouse or a relative; or
- c) if it or any of its Members (in the case of a Consortium) Controls or is Controlled by an airline company (or any other commercial aircraft operator).

Notwithstanding the above restrictions, a Bidder or Consortium may submit evidence to the Tender Authority that arrangements have been established such that any such relations do not materially affect the independent investment decisions of the Bidder or Consortium in which such cross shareholding, financial or close relationship exists. The Tender Authority assesses the evidence submitted by the Bidder in the Qualification Application and decides at its own discretion whether to admit or reject the Qualification Application of such Bidder.

In case the Bidder or any of its Members, directly or indirectly, owns shares or has any legal or beneficial interest in another Bidder's or Bidder's Member or any of their respective Affiliates but less than 5% (five percent) as indicated in subparagraph (a) above, it shall disclose this to the Tender Authority in the Qualification Application and the Tender Authority may decide at its own discretion to admit or reject the Qualification Application of such Bidder.

The Tender Authority shall be entitled to remove from participation to the Tender Process any Bidder which is found in breach of the provisions under this clause 5.5 and to reject the respective Qualification Application.

5.6 Submission of Evidence from Affiliates

The Bidder (or if the Bidder is a Consortium, any Member) may choose to satisfy any of the Qualification Requirements through the capabilities held by Affiliates as provided below.

In such an event:

- (a) the Bidder shall submit as part of the Qualification Application, the documentation specified in Schedule 4 part 1 (***Content of the Qualification Application***) with respect

to such Affiliate(s) in relation to the criterion/criteria for which the Bidder opted to satisfy it/them through one or more Affiliate;

- (b) the Bidder shall also submit as part of the Qualification Application, in addition to the above documentation, an abstract from the relevant official company's registry whereby the shareholding relationship with such Affiliate is provided.

5.7 Consortium Agreement

A Consortium is not expected to be formally incorporated at the stage of this Request for Qualification. In the case a Bidder intends to submit an Offer as a Consortium, it will be required to submit during the Selection Phase a Consortium Agreement duly notarized and legalized, contemplating the terms and conditions which will be requested under the RFP, including, at minimum, the following:

- (i) Identities of all members of the Consortium and their anticipated role in the event that the Consortium is awarded the PPP Agreement;
- (ii) Designation of the Lead Member of the Consortium;
- (iii) Authorization of the Lead Member to act on behalf of the Consortium and on behalf of all Consortium Members for issues relating to this public procurement;
- (iv) In case the Bidder opts for satisfying the requirements for the Airport Operator in the Qualification Application (and not in the Second Phase in which case it will be able to designate only an Airport Operator Subcontractor), designation of the Airport Operator Shareholder or the Airport Operator Subcontractor;
- (v) Confirmation of each member's commitment to the Consortium;
- (vi) Express recognition that members of the Consortium shall be jointly and severally liable to the MoT and the Tender Authority for the fulfilment of the Consortium's obligations under the Request for Proposal, and, in case of award of the Tender, for the execution of the PPP Agreement; and
- (vii) Acknowledgment by all members of the Consortium that in the event the Consortium becomes the Selected Tenderer, the Consortium will be required to legally formalize the relationship between members via the establishment of the Project Company, a special purpose vehicle formed as an Iraqi (joint stock or limited liability) company, or the branch office of the Private Partner incorporated under the laws of the Republic of Iraq, or any other form as will be further clarified in the RFP.

5.8 Conflict of interest

Each Bidder shall provide an affidavit in the form specified in Appendix 5 (*Affidavit for Independent Bid and Absence of Conflicts of Interests*) confirming that (I) the Bidder is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could (a) materially affect its capability to participate in the Tender Process in a fair or transparent manner, (b) provide them with access to advantageous information or (c) influence the results of the Tender Process or the evaluation of Qualification Applications (II) has not a financial or otherwise close relationship to GCAAN / MoT or GoI officers, consultants, employees, etc involved in the Tender Process, either directly or through a spouse or a relative, other than disclosed in the same affidavit. The affidavit shall be signed

by an authorized representative of the Bidder (or, in case of a Consortium, by the representative of each Member).

5.9 Change in the Consortium composition

- (a) As from the Qualification Application Submission Deadline, a Bidder which is a Consortium shall be allowed to change its composition (including any amendment of the Consortium Agreement, if existing) only with the prior written approval of the Tender Authority which may decide at its sole discretion whether or not to accept the change.
- (b) In all cases the Consortium, after the change of its composition, shall still meet the Qualification Requirements and comply with the participation restrictions set out in clause 5.5 above and the conflict of interest provisions set out in clause 5.8 above. Any Bidder's request of change of composition shall be accompanied with the documentation evidencing that such a change will not affect the Bidder's ability to fulfil the Qualification Requirements and comply with the participation restrictions set out in clause 5.5 above and the conflict of interest provisions set out in clause 5.8 above.

6 Qualification process

6.1 Registration of interest by the Bidders & Information Memorandum

- (a) Bidders are required to register their interest to participate in this Request for Qualification by sending an email to the Central Committee's address indicated in Schedule 1 (*Bid Data Sheet*), with a copy to IFC Coordinator's email address.
- (b) Bidders which register their interest will receive notices, information and clarifications contemplated by this RFQ at the email address indicated in the registration of their interest. In case Bidders decide to replace the email address with another one they must provide notice to the Central Committee by sending an email stating the change of the email address within no more than 7 calendar days from such change.
- (c) The Information Memorandum will be made available by the Tender Authority to Bidders upon request, subject to the Bidders returning a signed copy of the Non-Disclosure Agreement in the form provided in Schedule 6 (*Non-Disclosure Agreement template*) to the Central Committee email in the Bid Data Sheet with a copy to IFC Coordinator's email, and in any case subject to the limitation under clause 3.5 of this RFQ. No amendments to the template Non-Disclosure Agreement will be accepted.

6.2 Clarifications on the Request for Qualification

- (a) A Bidder requiring any clarification on this Request for Qualification may send an electronic request for clarification in English, to the e-mail address of the Central Committee indicated in Schedule 1 (*Bid Data Sheet*), with a copy to IFC Coordinator's email address, no later than fifteen calendar days prior to the Qualification Application Submission Deadline.
- (b) Electronic copies of the responses including an explanation of the query shall be posted on the Website indicated in Schedule 1 (*Bid Data Sheet*) no later than ten business days after the receipt of the relevant request of clarification. The Tender Authority may choose to provide a single response to a group of similar or repeated queries. Answers will be anonymized and made available to all registered Bidders via email.

6.3 Information meeting

- (a) If the Tender Authority decides at its discretion to do so, it will invite the Bidders which registered their interest to a virtual informative meeting which will be held on the date specified in the Bid Data Sheet in Schedule 1 (*Bid Data Sheet*). Details to join the meeting will be provided in the same invitation. Minutes of the meeting will be posted by the Tender Authority on the Website.

6.4 Amendments to the Request for Qualification

- (a) The Request for Qualifications may be amended by the Tender Authority and in such case the Tender Authority shall inform all registered Bidders of the new version of the Request for Qualification by email of the publication of a new version of the Request of Qualification on the Website.

6.5 Bidders' Proposals of amendments to the Request for Qualification

- (a) The Bidders may propose amendments to the forms set out in the Appendices attached to the Request for Qualification within ten business days from the publication of the Request for Qualification on the Website.
- (b) The Tender Authority may accept or reject the proposed amendments within ten business days from the receipt. Should the Tender Authority not respond by such deadline, the proposed amendments are deemed to have been rejected.
- (c) If the proposed amendments are rejected by the Tender Authority, the Tender Authority may share a response only with the Bidder who proposed such amendments.
- (d) If the amendments are accepted by the Tender Authority, the Tender Authority shall inform the registered Bidders of the amendments by means of a written notice and publish a new version of the Request of Qualification on the Website.

6.6 Extension of the Qualification Application Submission Deadline

- (a) If a materially new version of the Request for Qualification is published less than fifteen calendar days from the Qualification Application Submission Deadline, the Qualification Application Submission Deadline shall be extended by fifteen calendar days.

6.7 Timetable

- (a) The Estimated Timetable is specified in Schedule 2 (*Estimated Timetable*).

7 Preparation of Qualification Applications

7.1 Language of Qualification Application

- (a) Notwithstanding clause 7.1(b) which applies to original official documents, the Qualification Application prepared by the Bidder and all correspondence and documents related to the Qualification Application shall be in English. Specific documents to be translated to Arabic are mentioned in Schedule 1 (*Bid Data Sheet*).
- (b) Original official documents in languages other than English shall be translated into English and Arabic language as specified in Schedule 1 (*Bid Data Sheet*).

7.2 Content of Qualification Application

- (a) The Qualification Application submitted by a Bidder shall comprise all the documents specified in Schedule 4 (*Form and content of Qualification Application*), in the format prescribed therein and uploaded in the folder indicated therein. The Power of Attorney in Schedule 4 (*Form and content of Qualification Application*) Appendix 1 and Schedule 5 (*Power of Attorney for the submission of the Qualification Application*) shall be legalized, unless specific bilateral or multilateral treaties have been signed between Iraq and the country of origin of the Bidder or, if the Bidder is a Consortium, of each Member.
- (b) Qualification Application shall strictly contain the information required in Schedule 4 (*Form and content of Qualification Application*) and not include any information related to the Bidders' Offer, price or proposed revenue share. The Qualification Application shall not be considered an Offer or an undertaking to submit an Offer in the Tender Process.

7.3 Costs

The Bidder shall bear all costs and expenses associated with its participation in the Tender Process, including the preparation and submission of its Qualification Application and the preparation of responses to questions or requests for clarification posed to it by the Central Committee.

8 Submission of Qualification Applications

8.1 Format and Signing of Qualification Applications

- (a) The Bidder shall prepare and submit the Qualification Application in two hard copies, an original and a copy, in paper form in line with the Public Procurement Law and one electronic copy.
- (b) The two hard copies of Qualification Application shall be typed by means of electronic typing devices and shall be signed by the authorized representative of the Bidder as set forth in the Qualification Application. All pages of the Qualification Application shall be numbered and shall be initialed by the authorized representative. The Qualification Application shall contain no alterations, omissions or additions, unless such corrections are initialed by the authorized representative.
- (c) The Bidder shall ensure the authenticity, integrity, reliability and confidentiality of the Qualification Application pursuant to the Public Procurement Law.
- (d) The electronic copy of the Qualification Application shall be saved on the electronic memory device and shall be the scanned version of the same documents constituting the hard copy. The electronic copy shall be one or more searchable files (unless in respect of wet inked signed documents) in an Adobe Acrobat Reader format (.pdf) or other equivalent scanning software, which may be read by the Adobe Acrobat Reader software. The electronic device shall be password protected and shall be a USB stick device. The password has to be indicated in the Qualification Application.

8.2 Sealing and Marking of Qualification Applications

- (a) Each of the original, the copy and the electronic copy of the Qualification Application shall be submitted in separated and sealed envelopes, duly marking the envelopes as “QUALIFICATION APPLICATION – ORIGINAL” and “QUALIFICATION APPLICATION – COPY”.
- (b) The three envelopes mentioned in letter (a) shall be sealed in an outer envelope that shall:
 - (i) be addressed to the Central Committee at the address specified in the Bid Data Sheet;
 - (ii) bear the following identification: “QUALIFICATION APPLICATION FOR THE SELECTION OF A PRIVATE PARTNER FOR THE REHABILITATION, EXPANSION, FINANCING, OPERATION AND MAINTENANCE OF BAGHDAD INTERNATIONAL AIRPORT”;
 - (iii) contain name, address, and electronic address of the Bidder, or in case of a Consortium, the Lead Member of the Consortium.
- (c) If any of the envelopes is not sealed or marked as above, the Central Committee may not accept the Qualification Application.
- (d) Qualification Applications shall be delivered to the Central Committee at the address specified in the Bid Data Sheet no later than the Qualification Application Submission Deadline by hand personally by the authorized representative of the Bidder or by power of attorney granted to an attorney by the authorized representative of the Bidder in the form set out in Schedule 5 (*Power of Attorney for the submission of the Qualification Application*).
- (e) Once a Bidder has submitted its Qualification Application, it shall also send an email to the emails of the IFC Coordinator and the Central Committee’s email addresses indicated in the Data Sheet informing them of the submission. Bidders shall NOT attach a copy of their Qualification Application to that email.
- (f) Any Qualification Application received by the Central Committee after the Qualification Application Submission Deadline shall be rejected and returned to the Bidder unopened.
- (g) Any Qualification Application received by the Central Committee shall be registered in the Record Book. Any Bidders may ask to the Central Committee for an extract of the Record Book as confirmation of the submission of its Qualification Application.
- (h) A Bidder may replace its Qualification Application at any time before the Qualification Application Submission Deadline by submitting a Qualification Application Replacement which shall comply with the same form and requirements indicated for the Qualification Application in this Request for Qualification envelope which shall bear the following identification: “QUALIFICATION APPLICATION REPLACEMENT FOR THE SELECTION OF A PRIVATE PARTNER FOR THE REHABILITATION, EXPANSION, FINANCING, OPERATION AND MAINTENANCE OF BAGHDAD INTERNATIONAL AIRPORT”. As for the Qualification Application, the Qualification Application Replacement will be registered in the Record Book. In case of submission of a Qualification Application

Replacement the corresponding Qualification Application submitted by the same Bidder will cease to be valid and will be returned to the Bidder.

- (i) A Bidder may withdraw from the Qualification Phase by submitting, in accordance with letter (d) above, a written notice signed by the authorized representative of the Bidder to the Central Committee before the Qualification Application Submission Deadline.
- (j) In case the copy of the Qualification Application submitted is a fac-simile, the Bidder will be disqualified from the Tender by the Central Committee.
- (k) The Tender Authority may, at its discretion, extend the Qualification Application Submission Deadline in accordance with Iraqi Law and this RFQ.

9 Qualification Applications opening and evaluation

9.1 Opening of Qualification Applications

- (a) The Central Committee shall at the time and place (as may be amended) stipulated in the Bid Data Sheet and Estimated Timetable open the Qualification Applications in a public session, physical or virtual, in which a representative of each Bidder and any other interested party may participate.
- (b) The Central Committee shall open the Qualification Applications received prior to the Qualification Application Submission Deadline as per the Record Book, and check whether they are compliant with clause 8.2 (*Sealing and Marking of Qualification Applications*).
- (c) The Central Committee shall prepare minutes of the opening of the Qualification Applications, including a list of attendees and noting which Qualification Applications were declared “late” and “on time”, and, amongst Qualification Applications that were declared “on time”, which Qualification Applications were declared “not eligible” and “eligible”, and shall send such minutes to the Bidders who have submitted the Qualification Application.
- (d) The list of Qualification Applications received by the Tender Authority shall be posted on the Website after the opening.

9.2 Determination of Responsiveness

- (a) Following the opening of Qualification Applications and prior to the evaluation of the Qualification Applications in accordance with the Qualification Requirements, the Central Committee shall conduct a detailed examination of the Qualification Applications in order to determine whether they are substantially responsive to the Qualification Requirements set forth in Schedule 3 (*Qualification Requirements*).of this Request for Qualification.
- (b) For purposes of this determination, a “substantially responsive” Qualification Application is one that was declared eligible and in addition:
 - (i) is complete and contains documents in the required format and properly signed; and

- (ii) conforms to all material terms and conditions set out in the Request for Qualification without any material deviation, reservation, or omission.
- (c) Qualification Applications which have been determined not to be compliant with clauses 9.2(a) and 9.2(b) above at the end of the evaluation process, shall be rejected. The Central Committee shall notify the relevant Bidder of its rejection.

9.3 Irregularities in the Qualification Application

- (a) Upon identifying any irregularity in the Qualification Application, as factual or typographical errors, the Central Committee shall notify the Bidder accordingly.
- (b) The Bidder shall resolve the irregularities within five business days from notification by the Central Committee by means of submitting a written notice in accordance with the formalities set out in clause 8.2(d) above.
- (c) The Tender Authority may discretionarily elect not to notify the Bidders of those irregularities which are not material in the context of this RFQ and do not affect the transparency of the Tender process and to assess the Qualification Application regardless of such irregularities.

9.4 Detailed Evaluation

The Central Committee will carry out a detailed evaluation of the Qualification Applications that have been found substantially responsive in accordance with clause 9.2(a) above by reviewing:

- (a) self-declaration regarding the causes of disqualification and the affidavit as independent Bidder
- (b) documentation submitted to evidence fulfilment of Technical Requirements; and
- (c) documentation submitted to evidence fulfilment of Financial Requirements.

9.5 Clarifications of the Bidders to Central Committee

In accordance with article 2 of the Public Procurement Law, a Bidder may be requested via email address to provide the necessary explanations or clarifications on its Qualification Application. The explanation or clarification of the Bidder shall be sent via email to the Central Committee's address indicated in Schedule 1 (*Bid Data Sheet*), with a copy to IFC Coordinator's email address.

9.6 Results of Evaluation

- (a) A Bidder whose Qualification Application is determined by the Central Committee to meet the Qualification Requirements shall be designated as being a "Qualified Bidder".
- (b) A Bidder whose Qualification Application is determined by the Central Committee not to meet the Qualification Requirements shall be designated as being a "Non-Qualified Bidder".
- (c) After completion of the evaluation of the Qualification Applications, the Central Committee shall notify by means of a written notice sent to the email address indicated

in Qualification Application and receive a written receipt of confirmation of such notification by each Bidder, a Bidder that:

- (i) it has been designated as being a Non-Qualified Bidder; or
 - (ii) it has been designated as being a Qualified Bidder and will receive a Request for Proposal.
- (d) In addition to the above, a list of the Qualified Bidders shall be posted on the Website following the conclusion of the evaluation by the Central Committee.

9.7 Conditions for Disqualification

- (a) The Central Committee may disqualify a Bidder from the Tender Process at any time whether during the evaluation carried out pursuant to this clause 9 (*Qualification Applications opening and evaluation*) or thereafter if the Central Committee discovers that (i) any statement in any document provided by such Bidder as part of or in connection with the Qualification Application or the Tender Process is, or was when made, misleading or false in any material respect, and/or (ii) the Bidder disclosed any information in breach of clause 3.8.
- (b) The Bidder will be disqualified if a Bidder or members of the board of directors of such Bidder or, in the case of a Consortium, a Member or persons performing the functions of the sole director of a Member, are under at least one of the following circumstances:
 - (i) the Bidder recognized as Qualified Bidder repudiated the conclusion of procurement agreements (contracts), unless such repudiation is related to the introduction of an emergency or state of emergency regime, provided that the announcement of the procurement was published before the introduction of such regimes;
 - (ii) Bidders or Members with whom customers unilaterally terminated procurement agreements (contracts), in the course of which it was determined that Bidders or Members do not meet the requirements applicable to Bidder or Members set forth in the procurement documentation, or Bidders or Members provided false information about their meeting such requirements, which allowed them to win procurement procedures under the results of which such agreements were concluded;
 - (iii) the manager or founder of the Bidder or of any Members has been brought to court for fraud and corruption, the guilt of which has been proved in accordance with the procedure provided for by law and established by a legally effective court decision. This norm shall not apply if the criminal record of the managers or founders of the company for committing the abovementioned crimes has been cancelled or expunged in accordance with the established procedure;
 - (iv) Bidder or Members have violated the conditions of the declaration guaranteeing the bid, except if such violation is related to the introduction of the state of emergency or state of emergency, provided the announcement of the procurement was published before the introduction of such regimes;
 - (v) Bidder or Members failed to perform or improperly performed their obligations under procurement agreements (contracts) concluded by them;

- (vi) The Bidder and/or any of the Members are subject to bankruptcy or liquidation proceedings, except for reorganization procedure in accordance with the law governing insolvency of companies in the country of the Bidder or Member;
- (vii) The Bidder and/or any of its Members is not allowed to participate in any public procurement award procedures under the national laws of the country where it is established or in any other country;
- (viii) the Bidder and/or any of its Members, directly or indirectly, originate from the countries that are under sanctions of the UN Security Council.

(c) **Sanctions Declaration**

A Bidder (or, in the case of a Consortium, each Member) shall be required to satisfy the following criteria and submit in the Qualification Application the form set out in Schedule 4 (*Form and content of Qualification Application*) Appendix 5 (*Affidavit for Independent Bid and Absence of Conflicts of Interests*):

- (i) neither it nor any Affiliate or group company nor any of their respective directors, officers, agents or employees (each a “**Connected Person**”):
 - (a) is included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010¹; or
 - (b) is, at the required date for submission of the Qualification Application and any time prior to the date for signature of the PPP Agreement, a Sanctioned Party or subject to any proceeding, formal notice or investigation by a Sanctions Authority with respect to any Sanctions Regime or otherwise subject to any Sanctions; and
 - (c) has operations (directly or indirectly including through any subsidiary) or carries out transactions that are not in compliance with any Sanctions Regime.
- (d) Where a Bidder verifies compliance with the Qualification Requirements through an Affiliate, the grounds of exclusion shall apply to such Affiliates *mutandis mutandis*.

10 Governing law and language

- 10.1 This Request for Qualification and the Tender Process shall be governed by Iraqi Law. Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to these Tender Documents shall be resolved in accordance with Iraqi Law.
- 10.2 Without limiting the foregoing, to the extent the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016 as revised in 2023 (including the series of Guidance Notes available at <http://pubdocs.worldbank.org/en/178331533065871195/Procurement-Regulations.pdf> that complement such Regulations) (the “**World Bank Procurement Rules**”) address a procurement matter not covered in the Iraqi Law or this RFQ, the specified World Bank Procurement Rules shall apply.

¹ This list is accessible here: [List of Cross-Debarred Entities](#).

- 10.3 This Request for Qualification is issued in English and a courtesy translated Arabic version is provided. The English version of this Request for Qualification shall prevail in case of discrepancies between the Arabic and English versions.

Schedule 1 Bid Data Sheet

Project Name	Baghdad International Airport PPP
Authority that issues the Request for Qualification	GCAAN
PPP Subject	Rehabilitation, expansion, financing, operation and maintenance of Baghdad International Airport
Location Description	See Information Memorandum
Central Committee Contact	Director General Office: dg-office@gcans.gov.iq Contract Office: contracts@gcans.gov.iq
IFC Coordinator Contact	IFC_Baghdad_Airport_PPP@ifc.org
Website	https://gcaan.gov.iq
Date of the Information Meeting	To be communicated to registered Bidders via email, with at least 5 business days prior notice.
Address for Submission of Qualification Applications	GCAAN Office Baghdad International Airport Connecting building between Samara and Babylon passenger terminals, 3 rd floor Qualification Applications must be deposited in the office of the Contracts Manager, Ms. Mays Mahmood Abbas
Address for Opening of Qualification Applications	GCAAN Office Boardroom, Baghdad International Airport
Language of Qualification Applications	All Qualification Applications should be submitted in English. In addition, the following translation requirements should apply: <u>Documents to be translated in Arabic and submitted by each Bidder as part of its Qualification Application</u> ○ Qualification Application as per Schedule 4, Part 2 (<i>Form of Qualification Application Letter</i>) (excluding attachments) ○ Declaration of Compliance with Technical Requirement n°1 – Operating Experience (Appendix 6) and Technical Requirement n°2 – Construction Experience (Appendix 7);

	○ Declaration of Compliance with Financial Requirements n°1 and n°2 (Appendix 8 and Appendix 9). <u>Official original documents in another language than English that should be translated to English and submitted as part of the Qualification Application</u> ○ Constitutional documents ○ Audited financial statements – only the balance sheet as used for the determination of the Net Worth ○ Supporting documents demonstrating the compliance with Qualification Requirements. In case of a contract, only the relevant extracts to assess compliance should be translated to English. Certified translations by a sworn translator are not required.
--	---

Schedule 2 Estimated Timetable

Date/time	Milestone
11 July 2024	Issuance of the RFQ
To be determined	Information Meeting
29 August 2024	Clarification submission deadline
12 September 2024 at 12:00 pm Baghdad time	Qualification Applications Submission Deadline
12 September 2024 at 12:30 pm Baghdad time	Opening of Qualification Applications
By end September 2024	Announcement of Qualified Bidders
Q4 2024	Issuance of the RFP
Q4 2024	Pre-Bid conference and group site visit
Q1 2025	Offer Submission Deadline
Q1 2025	Tender Award & Signature of the PPP Agreement

Schedule 3 Qualification Requirements and evidence

1 Technical Requirements

1.1 Technical Requirement n°1 – Operating Experience

- (a) Without prejudice to clause 5.6 (*Submission of evidence from Affiliates*), to qualify as Airport Operator an entity shall currently and actively operate at least one international airport, anywhere in the world, and shall have been operating this airport for at least one (1) year on the Qualification Application Submission Deadline.
- (b) Any airport used to meet this Technical Requirement no. 1 shall have provided its services to at least three (3) million passengers per year over at least one (1) out of the five (5) last calendar years (i.e. from 2019 to 2023).
- (c) For avoidance of doubt: the expression “actively operates” shall mean operating an airport either by way of (i) holding a majority participation in the share capital of the entity, or being the entity itself, performing the operating and management services (a concessionaire, a special purpose vehicle, etc.) or participation in the consortium performing such services or (ii) being an entity holding an operation and management contract pursuant to which the airport entity (whether public or private, including a concessionaire) is entrusting to the airport operator, whether in the form of a company or a consortium, all airport operating and management services.
- (d) In order to provide evidence that the Bidder complies with the above requirements, Bidders shall provide the form attached hereto as Appendix 6 duly completed for each of the projects submitted by the Bidder as evidence. In relation to each of the projects in respect of which the above form is provided, Bidders shall attach:
 - a. a certificate obtained from the relevant owner/grantor confirming the content of the form set out in Appendix 6; or
 - b. an extract or (redacted) copy of the contract under which the operational services are provided.

1.2 Technical Requirement n°2 – Construction Experience

- (a) The Bidder shall demonstrate that it has accrued experience in either (a) development, design, engineering, procurement, construction, or (b) management/monitoring the construction of large-scale infrastructure projects, having reached commissioning/commercial operation date in the period starting from 1st January 2014 up to this RFQ issuance date, for an aggregate amount of USD 300,000,000.00 (three hundred million US Dollars), of which at least one transport infrastructure project² having a value of at least USD 100,000,000.00 (one hundred million US Dollars)³.
- (b) In case of a Consortium, this requirement can be fulfilled jointly by the Consortium Members or through one of their Affiliate pursuant to clause 5.6 (*Submission of Evidence from Affiliates*) of this RFQ as to the USD 300,000,000.00 (three hundred million US

² Such projects may include airports, ports, border crossing terminals, logistics platforms, roads, or other transport infrastructure with a degree of complexity similar to an airport project.

³ In relation to those projects in respect of which the above form is provided whose consideration and/or value was expressed in foreign currency, the consideration and/or value shall be converted into USD using the exchange rate as of the date of the completion of the project or the relevant commissioning or completion certificate.

Dollars) threshold, while by one Member of the Consortium as to the USD 100,000,000.00 (one hundred million US Dollars) threshold.

- (c) In case of a single entity Bidder this requirement shall be fulfilled by the Bidder directly or through an Affiliate pursuant clause 5.6 (*Submission of Evidence from Affiliates*) of this RFQ.
- (d) In order to provide evidence that the Bidder complies with the above requirements, it shall provide the form attached hereto as Appendix 7 duly completed for each of the projects submitted by the Bidder as evidence.
- (e) In relation to each of the projects in respect of which the above form is provided, Bidders shall attach a certificate obtained from the relevant owner/grantor confirming the content of the form set out in Appendix 7 (the “**Construction of Large Scale Infrastructure Project Certificate**”).
- (f) For avoidance of doubt: the expression “*a) development, design, engineering, procurement, construction, or (b) management/monitoring the construction of large-scale infrastructure projects*” referred to under letter (a) above shall mean, in the event such activities were performed in a consortium with other companies, that the Bidder or Member has taken part to the relevant project by undertaking a substantial share of the activities under the applicable contract and not only ancillary activities, both in terms of value and in terms of nature with respect to the value and object of the contract. Bidders are requested to describe in details in the form set out in Appendix 8 the role and extent of the activities performed under the referenced contracts.

2 Financial Requirements

2.1 Financial Requirement n°1 – Net Worth

- (a) The Bidder shall demonstrate that the Net Worth shall be equal to USD 200,000,000.00 (two hundred million US Dollars) for each of the last two fiscal years by means of filling in an Excel spreadsheet for each year considered with the relevant numbers, supported by the audited financial statements. Such Excel Spreadsheet will be available for Bidders to download on the Website. If fiscal year 2022 has been impacted severely from post Covid-19 pandemic downturns, Bidders can opt to replace 2022 figures and relevant audited financial statement with figures and audited financial statement of 2019 fiscal year.
- (b) In the case of a Consortium, the aggregate Net Worth of all Members of the Consortium shall be as least USD 300,000,000.00 (three hundred million US Dollars) for each of the last three years.
- (c) If the Consortium includes a fund as its Member, such fund Member shall demonstrate that its general partner or fund manager (depending on the applicable denomination in the relevant jurisdiction) is currently managing committed and unallocated capital made available to the fund Member by the limited partners in an aggregate that is not lower than USD 200,000,000.00 (two hundred million US Dollars). If the fund Member can demonstrate its compliance with such financial criterion, the amount of the assets under management can be added to the cumulative Net Worth of all the other Consortium Members to comply with the USD 300,000,000.00 (three hundred million US Dollars) threshold mentioned above.

- (d) For incomplete financial years, the Bidders or, in case of a Consortium, each Member of the Bidder, shall provide an affidavit signed by the Chief Financial Officer (“CFO”) stating that no material changes in Net Worth have occurred since the last audited statement.
- (e) If no audited financial statements are available (due to local regulations in the home country of the Bidder/Consortium), the Bidders shall also provide an affidavit signed by the CFO formally declaring that the financial information provided are true and accurate. Anything found to the contrary at any point during the Tender Process will trigger the disqualification of such Bidder.
- (f) Total Net Worth for the purposes of this paragraph shall mean in respect of a Company such Company’s Total Assets minus the Company’s Total Liabilities on a consolidated basis and where:
 - I. Total Assets shall be calculated as the total consolidated assets of such Company measured in accordance with either the International Financial Reporting Standards (IFRS) or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the entity is incorporated.
 - II. Total Liabilities shall be calculated as the total consolidated liabilities of such Company measured in accordance with either IFRS or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the entity is incorporated.

2.2 Financial Requirement n°2 – Experience raising financing

- (a) The Bidder or, in case the Bidder is a Consortium, a Member, shall demonstrate ability to finance a project in a transport-related infrastructure sector through equity investments and/or debt financing (and relevant refinancing, if any) raised for such project, and in particular having financed at least one such transport-related infrastructure project of a value of at least USD 200,000,000.00 (two hundred million US Dollars) in the last 10 (ten) years⁴.
- (b) In order to provide evidence that the Bidder complies with the above requirements, Bidders shall provide an *ad hoc* certificate obtained from the relevant owner/grantor or from the financing institutions’ mandated lead arranger or agent, or use an already available certificate (e.g. a financial closing certificate issued by the mandated lead arranger) (“**Financing Certificate**”). In case of a Consortium the requirement shall be satisfied by one Consortium’s member.
- (c) In order to provide evidence that the Bidder complies with the above requirements, it shall provide the form attached hereto as Appendix 7 duly completed for each of the reference projects submitted by the Bidder as evidence.

⁴ In relation to those projects in respect of which the above form is provided whose consideration and/or value was expressed in foreign currency, the consideration and/or value shall be converted into USD using the exchange rate as of the date of the completion of the project or the relevant commissioning or completion certificate.

Schedule 4 Form and content of Qualification Application

Part 1 Content of the Qualification Application

The Qualification Application shall be substantially in the form of part 2 to this Schedule 4 and shall be signed by the authorized representative of the Bidder. The Qualification Application shall contain the following:

Part I – Qualification Application Letter

- 1 A duly signed Qualification Application Letter in the form provided in this Schedule 4Part 2;

Part II – Legal Requirements

- 2 a written power of attorney, duly notarized (and if issued outside Iraq or duly legalized, unless applicable specific bilateral or multilateral treaties require otherwise), indicating that the Authorized Representative has the authority to sign the Qualification Application, if appointed as Qualified Bidder, sign and submit the Offer and to represent the Bidder in connection with the entire Tender Process, in the form of Appendix 1 (*Bidder Power of Attorney*) of the Qualification Application;
- 3 a comprehensive organization chart showing – or narrative text describing – how the Bidder or each of the Consortium’s Member is owned, up to the level of ultimate beneficial ownership and identifying by name all persons holding (at any level in the organization structure) an aggregate ultimate beneficial interest of more than five per cent, as Appendix 2 (*Organization Chart*) of the Qualification Application (or in the case of publicly listed companies, to the extent that such beneficial interest can be determined);
- 4 a certified copy of the constitutional documents of the Bidder and each of its Members (including e.g. certificate of incorporation and articles of association) or equivalent documents under the jurisdiction of incorporation, as Appendix 3 (*Constitutional Documents*) of the Qualification Application;
- 5 a self-declaration signed by the Authorized Representative of the Bidder to certify that no cause of disqualification occurs in the form attached in Appendix 4 (*Self-Declaration regarding causes of disqualification*);
- 6 an Affidavit as required pursuant to clause 5.5 in the form set out in Appendix 5 (*Affidavit for Independent Bid and Absence of Conflicts of Interests*).

Part III – Technical Requirements

- 7 a declaration stating the experience described in section 1 (*Technical Requirement*) of Schedule 3 (*Qualification Requirements*) in the form of Appendix 6 (*Form of Declaration of Compliance with Airport Operating Experience*) and in the form of Appendix 7 (*Form of Declaration of Compliance with Construction Experience*), including the relevant supporting documents;

Part IV – Financial Requirements

- 8 a declaration stating the compliance with the Net Worth requirement indicated clause 2 of Schedule 3 (*Qualification Requirements*) in the form of Appendix 8 (*Statement of Compliance with Financial Capability Requirements*) and relevant audited financial statements and

Affidavit(s) from the CFO as appropriate in Excel format to be provided and using the exchange rate specified in the Excel file;

- 9 The Financing Certificate(s) stating the ability of the Bidder to raise financing as indicated in clause 2.2 of Schedule 3 (*Qualification Requirements*) on the form of Appendix 9 (*Experience raising financing certificate*) and the relevant supporting documents.

Electronic copies of the Bidder's Qualification Application should be organized in distinct folders and sub-folders for each Part as per the above.

Part 2 Form of Qualification Application Letter

[TO BE COMPLETED BY THE BIDDER]

Re: Tender for Baghdad International Airport PPP Project

To: Tender Authority

Date: [*****]

QUALIFICATION APPLICATION FOR THE SELECTION OF A PRIVATE PARTNER FOR THE REHABILITATION, EXPANSION, FINANCING, OPERATION AND MAINTENANCE OF BAGHDAD INTERNATIONAL AIRPORT

From: [name of Bidder]⁵

Represented by: [full name and capacity of the representative of Bidder, or, in case of a Consortium, of the Lead Member, who signs the Qualification Application]

Dear Sirs,

By way of this Qualification Application we declare our intention to participate in the Tender Process for the award of a PPP Agreement concerning the rehabilitation, expansion, financing, operation and maintenance of Baghdad International Airport.

In this Qualification Application (and relevant appendices), unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Request for Qualification.

1. Information on the Bidder or, if the Bidder is a Consortium, of all Consortium Members, and the Airport Operator Subcontractor (if applicable)

Table 1⁶

1.	Name/Company name	[*****]
2.	Legal organizational form	[association, type of merchant, type of commercial company, other]
3.	Address	[state, city, street, No, other]
4.	Contact and notification data	[address, telephone number, fax number, e-mail]
5.	Contact person	[*****]

⁵ The text in the brackets shall be filled in by the Bidder throughout the form.

⁶ To be completed by the Bidder if a single entity, in the event of a Consortium please add additional tables for each of the Members of the Consortium.

6.	Lead Member	[N/A] ⁷ /[YES]/[NO]
7.	Airport Operator	[N/A] ⁸ /[YES]/[NO]
9.	Persons/s duly authorized to bind and represent the Bidder in the procedure	[indicate names of the persons authorized to represent the Bidder pursuant to its constitutional documents or the Power of Attorney] ⁹ /[N/A] ¹⁰
11.	Other identification information	[according to the legislation of the state in which the Bidder is established (e.g. company registration number, VAT number and so on)]
12.	Activities to be performed by each Consortium member	[in case of a Consortium brief description of the scope of work that will be carried out by each Consortium member under the PPP Agreement]
13.	USB Device Password pursuant to clause 8.1 (d)	

2. Name and description of the Airport Operator Subcontractor (if applicable and already identified at RFQ stage)

3. [please insert the relevant information]

4. Structure and participation in the capital of the Bidder, or, in case the Bidder is a Consortium, of all Consortium Members

[please provide the relevant information as per item 2 of Part 1 of Schedule 4 (*Form and content of Qualification Application*)]

5. The main fields of activity of the Bidder or, in case the Bidder is a Consortium, of each Consortium member are as follows

[please insert the relevant information]

6. Participation Restrictions

[if any, please provide evidence as requested under clause 5.5]

7. Information on Affiliates¹¹

⁷ Please indicate N/A if the Bidder is not a Consortium.

⁸ Please indicate N/A if the Bidder is not a Consortium or if the Airport Operator Subcontractor will be determined at the Selection Phase.

⁹ To be completed by the Bidder if a single entity, in the event of a Consortium, to be completed by the Lead Member only.

¹⁰ Please indicate N/A if the Table refers to a member of a Consortium which is not the Lead Member.

¹¹ To be completed only where the Bidder fulfills the requirements relating to technical experience and/or financial and economic standing through the capabilities or resources of one or more Affiliates.

Please provide details of the Affiliate/Affiliates, by the capabilities or resources of which the Bidder fulfils the requirements relating to the technical capabilities and/or the financial capabilities required under Schedule 3 (*Qualification Requirements*)

Table 3¹²

(1)	Name/Company name	[*****]
(2)	Legal organizational form	[association, type of merchant, type of commercial company, other]
(4)	Address of management/ registered address	[state, city, street, No, other]
(5)	Contact data	[telephone number, fax number, e-mail]
(6)	Requirement fulfilled by the capabilities or resources of the Affiliate	[specify the requirements relating to the technical capabilities and/or the financial capabilities required under Schedule 3 (<i>Qualification Requirements</i>)]

8. Acknowledgments

- (a) We agree with the terms and conditions of the Request for Qualification and we accept them without any objections.
- (b) The whole information presented in and/or in relation to the Qualification Application is true, accurate and complete and gives the right to the Central Committee or to persons authorized by it to verify its truthfulness, accuracy and completeness by all means.
- (c) We conform to the requirements and conditions envisaged in this RFQ as follows:
 - (i) We conform to the criteria for the Technical Requirement required under the RFQ and attach hereto the relevant documents and forms duly completed and signed.
 - (ii) We conform to the criteria for the Financial Requirements required under the RFQ and attach hereto the relevant documents and forms duly completed and signed.
- (d) Additionally, we, the undersigned, hereby acknowledge that IFC may have or may hereafter acquire a financial interest in the undersigned or in any of the Affiliates including, for example, in cases where IFC (through its Infrastructure Investment Department (“IFC Investment”)) provides financing for purposes of the Project. Conflicts of interest may arise or may be perceived to arise in such cases where IFC has multiple roles in connection with the Project. We hereby acknowledge that IFC has implemented safeguards against such actual or perceived conflicts of interest in accordance with its internal policies and procedures, including the establishment and maintenance of separate IFC Advisory and IFC Investment teams and measures to protect confidential information. By submission of this form as part of the pre-qualification package, we hereby confirm and undertake to the Public Partner and IFC that we will not raise any objection or challenge to the selection of either Qualified Bidders or the

¹²

Please complete separate table for each Affiliate.

Selected Tenderer or the outcome thereof on the grounds of any such actual or perceived conflict, and hereby waive any rights we may otherwise have.

9. Documents attached to this Qualification Application

- (a) Bidder Power of Attorney (Appendix 1);
- (b) Organization Chart (Appendix 2);
- (c) Constitutional Documents (Appendix 3);
- (d) Self-declaration regarding causes of disqualification (Appendix 4);
- (e) Affidavit for Independent Bid (Appendix 5);
- (f) Declaration of Compliance with Technical Requirement n°1 – Operating Experience (Appendix 6) and Technical Requirement n°2 – Construction Experience (Appendix 7);
- (g) Declaration of Compliance with Financial Requirements n°1 and n°2 (Appendix 8 and Appendix 9).

[Name of Bidder] hereby designates [*****] as its authorized representative to receive notices in respect of the Request for Qualification and the Tender Process at the following address, telephone and facsimile numbers:

[Authorized Representative's address, telephone, facsimile numbers and email]

Date	
Name of Bidder/Lead Member	
Name	
Surname	
Capacity of the authorized representative of the Bidder/Lead Member	
Signature¹³	

¹³ When the Bidder is represented jointly by more than one person, the Qualification Application shall be signed by each of these persons with indication of name and surname and capacity of the representative.

Appendix 1 Bidder Power of Attorney

On this [day] day of [month and year]

Before me, the Notary in this office [name of Notary/office]

The undersigned:

[Mr. /Ms.] [name of legal/authorized representative]

Duly authorized, in his/her capacity as [capacity] of [name of the Bidder /Lead Member] ("Bidder")

Nationality: [*****]

Holder of Passport or ID no. [*****] issued by [*****] dated [*****]

Residing at [*****]

hereafter the **Principal**,

Hereby appoints [name of the authorized representative] (hereafter the **Attorney**), to:

- (a) represent and bind the Bidder in respect to the Qualification Application, the Offer, and the Tender Process (all terms as defined in the Request for Qualification referred to in paragraph I below);
- (b) execute under hand, or under seal, and deliver to the competent authorities all the documents listed in paragraph (e) below;
- (c) deliver and receive any document or instrument in relation to the documents listed in paragraph (e) below;
- (d) do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in paragraph (e) below; and
- (e) the documents concerned by this power of attorney being the following:

ALL DOCUMENTS IN RESPECT OF THE QUALIFICATION APPLICATION, THE REQUEST FOR PROPOSAL, THE OFFER AND THE TENDER PROCESS FOR AWARDED PROJECT AGREEMENT FOR "REHABILITATION, EXPANSION, FINANCING, OPERATION AND MAINTENANCE OF BAGHDAD INTERNATIONAL AIRPORT", AS MORE FULLY DESCRIBED IN THE REQUEST FOR QUALIFICATION, IN THE REQUEST FOR PROPOSAL, DATED [•], AND CLARIFICATIONS AND OTHER COMMUNICATIONS WITH THE TENDER AUTHORITY IN RESPECT OF THE AFORESAID PROJECT.

IN WITNESS WHEREOF the Principal has executed this Power of Attorney [under seal] on the date set out above.

[SEAL]

[Signature]

[Name/Title of Principal]

[NOTARIZATION]

[If issued outside Iraq, legalization (unless specific bilateral or multilateral treaties have been signed between Iraq and the country of origin of the Bidder or, if the Bidder is a Consortium, of each Member) and certified translation as per the provision of the Request for Qualification]

Appendix 2 Organization Chart

[TO BE PROVIDED BY THE BIDDER]

Appendix 3 Constitutional Documents

[TO BE PROVIDED BY THE BIDDER]

Appendix 4 Self-Declaration regarding causes of disqualification

[for the absence of grounds for exclusion under the RFQ

I, _____ [name and surname], in the capacity of legal representative at the [Bidder/Lead Member of the Consortium] _____ [indicate full name of the Bidder/Lead Member of the Consortium/]¹⁴ _____, under full material and criminal liability

HEREBY DECLARE THE FOLLOWING CIRCUMSTANCES

- (a) the Bidder/the Members or any Connected Person did not repudiate the conclusion of procurement agreements (contracts), unless such repudiation is related to the introduction of an emergency or state of emergency regime, provided that the announcement of the procurement was published before the introduction of such regimes;
- (b) Bidder/Members or any Connected Person were not subject to unilateral termination of procurement agreements (contracts), in the course of which it was determined that Bidders or Members do not meet the requirements to Bidder/Members set forth in the procurement documentation, or Bidders or Members provided false information about their meeting such requirements, which allowed them to win procurement procedures under the results of which such agreements were concluded;
- (c) the manager or founder of the Bidder/Members or any Connected Person has not been brought to court for fraud and corruption, the guilt of which has been proved in accordance with the procedure provided for by law and established by a legally effective court decision, save that the abovementioned crimes has been cancelled or expunged in accordance with the established procedure;
- (d) Bidder/Members or any Connected Person did not violate the conditions of the declaration guaranteeing the bid, except if such violation is related to the introduction of the state of emergency or state of emergency, provided the announcement of the procurement was published before the introduction of such regimes;
- (e) Bidder/Members or any Connected Person failed to perform or improperly performed their obligations under procurement agreements (contracts) concluded with them;
- (f) The Bidder/Members or any Connected Person are not subject to bankruptcy or liquidation proceedings, except for reorganization procedure in accordance with the law governing insolvency of companies in the country of the Bidder or each Member;

¹⁴ In case of consortium the declaration shall be signed on behalf of all the Members and shall confirm that none of the Member incurred in any of the disqualification causes

- (g) The Bidder/Members or any Connected Person is allowed to participate in any public procurement award procedures under the national laws of the country where it is established or in any other country.
- (h) The Bidder and/or any of its Members or any Connected Person, directly or indirectly, does not originate from the countries that are under sanctions of the UN Security Council.
- (i) At the time of submission of the Qualification Application neither we nor any of our Connected Persons:
 - a. is included as a debarred person pursuant on the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010; or
 - b. is a Sanctioned Party or subject to any proceeding, formal notice or investigation by a Sanctions Authority with respect to any Sanctions Regime or otherwise subject to any Sanctions.
- (j) At the time of submission of the Qualification Application neither we nor any of our Connected Persons have operations (directly or indirectly including through any subsidiary) or carries out transactions that are not in compliance with any Sanctions Regime.

In this Affidavit, unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Request for Qualification.

ACKNOWLEDGEMENT AND DECLARATION

The undersigned declares that the information referred to hereinabove is true and correct and is presented with clear understanding of the implications of presenting false information.

The undersigned officially declares that is able upon request and without any delay to provide the specified certificates and other forms of documentary evidence, save in the cases when the Tender Authority may obtain the specified documents by accessing directly the relevant national database at any Member State, which is accessible for free.

Date and Place

THE [BIDDER/MEMBER OF THE CONSORTIUM/THIRD PARTY], represented by:

[insert name of the legal representative]

[to be signed by the legal representative of the Bidders and in case a Bidder is a Consortium, by the Lead Member to confirm that each Consortium member does not incur in the disqualification circumstances. In case a Bidder relies on Affiliate's capabilities to qualify, the Lead Member shall specifically declare that the relevant Affiliate does not incur the same disqualification circumstances]

[No notarization needed]

Appendix 5 Affidavit for Independent Bid and Absence of Conflicts of Interests

I, _____ [name and surname], in the capacity of legal representative at the [Bidder/Member of the Consortium/Affiliate] _____ [indicate full name of the Bidder/Member of the Consortium/Affiliate] “_____” (the “Company”), under full material and criminal liability hereby represent and warrant that, the Company submits the Qualification Application [*in case the affidavit is signed by an Affiliate, please replace “the Company submits the Qualification Application”* with: “it provides capabilities and/or resources to [indicate the full name of the Bidder] submitting a Qualification Application”] for the procedure for award of a PPP Agreement for “Rehabilitation, Expansion, Financing, Operation and Maintenance of Baghdad International Airport” independently, without any kind of agreement with other Bidders contrary to the regulation on protection of competition and in full compliance with the terms of the Tender Documents.

At the same time, under full material and criminal liability I hereby confirm that, when submitting the Qualification Application [*in case the affidavit is signed by an Affiliate, please replace “submitting the Qualification Application”* with: “providing capabilities and/or resources to [indicate the full name of the Bidder] in relation to the submission of the Qualification Application”] for the procedure for award of a PPP Agreement for “Rehabilitation, Expansion, Financing, Operation and Maintenance of Baghdad International Airport”, the Company does not incur in any of the situation listed under clause 5.5 of this RFQ.

I also hereby represent and warrant that circumstances do not exist that:

- would, or could reasonably be perceived to, create a conflict of interest, including, without limitations, situations listed in clause 5.5 of this RFQ, in respect of the performance and/or implementation by the Company of the PPP Agreement. In the event of the PPP Agreement being awarded to us, we undertake to act with complete impartiality and in good faith in regard to its performance and outcome and to immediately declare to the Tender Authority in writing any situation that might raise concerns with respect to a conflict of interest, an inappropriate lack of impartiality or otherwise affect our disposition or ability to duly and appropriately perform the PPP Agreement; or
- could (a) materially affect its capability to participate in the Tender Process in a fair or transparent manner, (b) provide them with access to advantageous information or (c) influence the results of the Tender Process or the evaluation of Qualification Applications

I also hereby represent and warrant that the Bidder has not a financial or otherwise close relationship to GCAAN / MoT or GoI officers, consultants, employees, etc involved in the Tender Process, either directly or through a spouse or a relative[, other than disclosed below:[.....]] I hereby also undertake to ensure that, in the case of successful award, all staff (including those of any sub-contractors) involved in the performance of services under the contract shall duly sign a declaration of absence of conflict of interest.

In this Affidavit, unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Tender Notice n. published on I the

Date and Place

THE [BIDDER/MEMBER OF THE CONSORTIUM/AFFILIATE], represented by:

[insert name of the legal representative]

[No notarization needed]

Appendix 6 Form of declaration of compliance with Airport Operation Experience

[Using the template below, please provide information on each airport for which the Airport Operator Shareholder (or its Affiliate) or the Airport Operator Subcontractor (or its Affiliate) was legally contracted either individually or as one of the major companies within the consortium to carry out operation and maintenance activities.]

International Airport:	
City/ Country:	
Total Annual Passenger Traffic (include per annum value over the period from 1 January 2019 up to th Tender Notice's date) ¹⁵	
Dates and Duration of the Contract:	
Contact Information for References: Name: Address: Telephone: email: website:	
Management Team Members and responsibilities:	
Name(s) of associated companies, consortium members, joint venture members or co-shareholders in a special purpose vehicle acting as concessionaire or PPP operator, if any:	
Contractual arrangement: <i>[Please describe under what basis, i.e. equity shareholding, operating and management contract, etc. the Airport Operator exercises effective management of the Airport.]</i>	
Description of Project: <i>[The description should include a section on the evolution of the traffic in recent years, main countries of origin/destination, number of airlines and users, quality improvements, capital investments, etc. tables, graphs and pictures may be submitted to supplement the narrative description]</i>	
Actual services provided: <i>–describe role - actual services provided by the Bidder/Airport Operator/ Affiliate within the assignment]</i>	

¹⁵

[Please indicate this information only in the form regarding the international airport experience.]

Date	
Name of Bidder/Airport Operator/Affiliate	
Name and surname of Signatory:	
Capacity of the Signatory	
Signature	

[No Notarization needed]

Appendix 7 Form of declaration of compliance with Construction Experience

[Using the template below, please provide information on each infrastructure project for which the Bidder, or in case of a Consortium, a Member, or the Affiliate of the Bidder or Member, was legally entrusted either individually or as one of the major companies within the consortium with the development, design, EPC, or management/monitoring the construction of large scale infrastructure projects.]

Infrastructure:	
City/ Country	
Contract Value	
Dates and Duration of the Contract:	
Contact Information for References: Name: Address: Telephone: email: website:	
Management Team Members and responsibilities:	
Name(s) of associated companies, consortium members, joint venture members or co-shareholders in a special purpose vehicle acting as concessionaire or PPP operator, if any:	
Contractual arrangement: <i>[Please describe under what basis, i.e. equity shareholding, operating and management contract, etc. the Consortium Member has accrued construction experience]</i>	
Description of Project: <i>[The description can include tables, graphs and pictures to supplement the narrative description]</i>	
Actual services provided: <i>[describe in details the role, nature and extent of the actual services provided by the Bidder/Consortium Member/ Affiliate within the assignment]</i>	

Date	
Name of Bidder/Consortium Member/Affiliate	
Name and surname of Signatory:	

Capacity of the Signatory	
Signature	

[No Notarization needed]

Appendix 8 Statement of Compliance with Financial Capability Requirements

[Bidders / Consortium Members / Affiliates should fill in the Excel spreadsheet provided on the Website with the RFQ document and attach a screenshot of the filled-in tab for each relevant year to meet the Financial Requirement No. 1 as shown below. The filled-in Excel spreadsheet should also be enclosed in the electronic submission.]

Financial Qualification Excel Spreadsheet - [Bidder's / Lead Member's Name]			
Consortium Member: [insert full name]			
Affiliate (if applicable): [insert full name]			
Note: Only enter data into cells marked with a yellow input box			
Financial Statement Currency		Currency*	USD exchange rate
Please select your currency ->		Iraq	0.00076
Year End		Year**	
		31.12.2023	
Profit and Loss Account		Profit and Loss Account	
Balance Sheet		Balance Sheet	
Current Assets		Current Assets	0
Non Current Assets		Non Current Assets	0
Total Assets	0	Total Assets	0
Current Liabilities		Current Liabilities	0
Non Current Liabilities		Non Current Liabilities	0
Total Liabilities	0	Total Liabilities	0
Net Worth	0	Net Worth	0
Total Equity		Total Equity	0
Total Liabilities and Equity	0	Total Liabilities and Equity	0
Balance Sheet Check	TRUE	Balance Sheet Check	TRUE

Pursuant to the requirements set out in Schedule 3 Section 2 (*Financial Requirements*) of the RFQ we enclose the audited financial statements and the Affidavit of the Chief Financial Officer(s), as appropriate.

Date	
Name of Bidder/Member of the Consortium/Affiliate	
Name and surname of Signatory	
Capacity of the Signatory	
Signature	

[No Notarization needed]

Appendix 9 Experience raising financing certificate

The undersigned [full names] _____ in my capacity as legal representative of [name of grantor/owner/financing institutions' mandated lead arranger or agent], with a seat of business and management address [state, city, street, No, other],

by this certificate hereby certifies that:

- (a) [name of grantor/owner/financing institutions' mandated lead arranger or agent] acted as [insert role of the institution in the infrastructure project] in the context of the project [insert name of the project] ("**Project**") which contemplated the [insert brief description of the project] and that [name of the Bidder or, if the Bidder is a Consortium, the relevant Member] acted as [insert role of the Bidder in the project];
- (b) The value of the Project was equal to USD [...] (or equivalent, in case of other currency, calculated at the [official] exchange rate of the date of the Project's financial close);
- (c) In the context of the Project [name of the Bidder or if the Bidder is a Consortium, the relevant Member] was able to make an equity investment equal to USD [◆] and/or to raise debt financing [please indicate if the debt financing includes also any relevant refinancing], equal to USD [...] (or equivalent, in case of other currency, calculated at the [official] exchange rate of the date of the Project's financial close);
- (d) The date of the financial close of the Project occurred on [...]. [in case the debt financing amount includes also refinancing, please indicate also the date of the financial close of the refinancing of the Project and the amount of debt refinanced]

Yours faithfully

Date	
Name of Institution	
Name and surname of Signatory	
Capacity of the Signatory	
Signature and stamp	

[No Notarization needed]

Schedule 5 Power of Attorney for the submission of the Qualification Application

On this [day] day of [month and year]

Before me, the Notary in this office [name of Notary/office]

The undersigned:

[Mr. /Ms.] [name of legal/authorized representative]

Duly authorized, in his/her capacity as [capacity] of [name of Bidder/ Lead Member] (“Bidder”)

Nationality: [*****]

Holder of Passport or ID no. [*****] issued by [*****] dated [*****]

Residing at [*****]

hereafter the Principal,

Hereby appoints [insert details of the attorney, including nationality, details of the ID or passport and domicile], to:

Submit the qualification application for the tender process for awarding PPP Agreement for “Rehabilitation, Expansion, Financing, Operation and Maintenance of Baghdad International Airport”, as more fully described in the request of qualification dated [•], and clarification and other communication with the GCAAN and the Ministry of Transport of Iraq in respect of the aforesaid project, by hand to the following address [•]

IN WITNESS WHEREOF the Principal has executed this Power of Attorney [under seal] on the date set out above.

[SEAL]

[Signature]

[Name/Title of Principal representative]

[No notarization needed]

Schedule 6 Non-Disclosure Agreement template

[The text in red in the document below should be replaced by the Bidder's / Lead Member's own information in the template form available on the Website].

CONFIDENTIALITY AGREEMENT

اتفاقية السرية

THIS AGREEMENT ("Confidentiality Agreement") is made on the [day] of [month] 2024

تم توقيع هذه الاتفاقية ("اتفاقية السرية") في ____ من شهر _____ 2024.

BETWEEN:

بين كل من:

- 1) **General Company for Airports and Air Navigation Administration**, located at Baghdad International Airport, Baghdad, Iraq, itself represented by Abbas Al Baidhani, Director General, duly authorised for the signing thereof;

(1) الشركة العامة لإدارة المطارات والملاحة الجوية، ومقرها في مطار بغداد الدولي، بغداد، العراق، ويمثلها د. عباس البيضاني، المدير العام، المخول حسب الأصول بالتوقيع عنها؛

hereinafter referred to as "GCAAN"

يشار إليها فيما بعد باسم "GCAAN"

AND:

و

- 2) [name of the entity], a [form of the entity e.g. joint stock company], registered with the Trade and Companies Register of [country of registration] under number [registration number], and whose registered office is located at [registered office address], represented by [full name of the authorized representative and signatory of this Agreement], its [function of the authorized representative], duly authorised for the signing hereof,

(2) _____، وهي مسجلة في وزارة التجارة ومسجل الشركات ال _____ تحت الرقم _____، ويقع مقرها المسجل في _____، ويمثلها _____، وهو مخول اصوليا بالتوقيع.

hereinafter referred to as the "Prospective Bidder"

يشار إليه فيما بعد باسم "مقدم العطاء المحتمل"

GCAAN and the Prospective Bidder are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

In the context of its intention to rehabilitate and expand the Baghdad International Airport on a Public Private Partnership basis (the "**Project**"), the Government of the Republic of Iraq ("**GoI**") wishes to identify a private partner to design, rehabilitate, expand, operate and maintain the Project by virtue of a tender procedure run by GCAAN (the "**Transaction**").

Subsequent to the launch of the relevant request for qualification ("**RFQ**") for the Project, the Prospective Bidder intends to receive the information memorandum describing the Project and the Transaction (the "**Information Memorandum**").

NOW THEREFORE in consideration of the mutual covenants herein contained, it is mutually agreed between the Parties as follows:

1. To facilitate the evaluation by the Prospective Bidder, GCAAN, in accordance with the terms and conditions of this Confidentiality Agreement, is prepared to disclose (either through itself or its representatives) to the Prospective Bidder or its authorized representatives' information relating to the Project and the Transaction on a non-exclusive basis. This information is contained in the Information

يُشار إلى GCAAN ومقدم العطاء المحتمل فيما بعد بشكل فردي باسم "**الطرف**" وبشكل جماعي باسم "**الأطراف**".

حيث:

في إطار إعادة تأهيل وتوسيع مطار بغداد الدولي وفقاً لشراكة بين القطاعين العام والخاص ("**المشروع**"), تعتزم حكومة جمهورية العراق ("**الحكومة العراقية**") في تحديد شريك من القطاع الخاص لتصميم المشروع وإعادة تأهيله وتوسيعه وتشغيله وصيانته بموجب إجراء مناقصة تديره GCAAN ("**الصفقة**").

بعد إطلاق طلب التأهيل ذي الصلة ("**RFQ**") للمشروع، ينوي مقدم العطاء المحتمل تلقي مذكرة المعلومات التي تصف للمشروع والصفقة ("**مذكرة المعلومات**").

والآن، وبالنظر إلى التعهدات المتبادلة الواردة في هذه الوثيقة، فقد تم الاتفاق بشكل متبادل بين الطرفين على ما يلي:

1. لتسهيل التقييم من قبل مقدم العطاء المحتمل، فإن GCAAN، وفقاً لشروط وأحكام/اتفاقية السرية هذه، مستعدة للكشف (إما من خلال نفسها أو من خلال ممثليها) لمقدم العطاء المحتمل أو ممثليه المعتمدين عن المعلومات المتعلقة بالمشروع والصفقة على أساس غير حصري. هذه المعلومات واردة في مذكرة المعلومات وطلب التأهيل RFQ وأي معلومات أخرى ستقدمها GCAAN وحكومة العراق، بما في ذلك أي سلطة عامة تابعة لها، وستستخدم هذه المعلومات في تقديم طلب التأهيل بموجب طلب التأهيل RFQ (جميع هذه المعلومات يشار إليها باسم "**المعلومات السرية**").

Memorandum, the RFQ and any other information which will be provided by GCAAN and GoI, including any public authority thereof, and to be used in connection with the submission of a qualification application under the RFQ (all such information referred to as "Confidential Information").

2. In consideration of the disclosure of Confidential Information referred to in Paragraph 1 hereof, the Prospective Bidder undertakes that the Confidential Information shall be: (a) kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to any person in any manner whatsoever, including by means of photocopy, reproduction or electronic media, without GCAAN's prior written consent; and (b) only used to evaluate the Transaction and determine whether or not to bid for the Transaction pursuant to the RFQ.

2. مقابل الكشف عن المعلومات السرية المشار إليها في الفقرة 1 من هذه الاتفاقية، يتعهد مقدم العطاء المحتمل على أن: (أ) تظل المعلومات السرية سرية تماماً ولا يجوز بيعها أو تداولها أو نشرها أو الكشف عنها لأي شخص بأي طريقة كانت، بما في ذلك عن طريق وسائل النسخ أو النسخ أو الوسائط الإلكترونية، دون الحصول على موافقة كتابية مسبقة من GCAAN؛ و (ب) يُستخدم فقط لتقييم الصفقة وتحديد ما إذا كان سيتم تقديم عطاء للصفقة أم لا وفقاً لطلب التأهيل RFQ.

3. The Prospective Bidder may disclose the Confidential Information without GCAAN's prior written consent only to the extent that such information:

3. يجوز لمقدم العطاء المحتمل الكشف عن المعلومات السرية دون الحصول على موافقة كتابية مسبقة من GCAAN فقط إلى الحد الذي تكون فيه هذه المعلومات:

- a. is already known to the Prospective Bidder as of the date of disclosure hereunder;
- b. is already in possession of the public or becomes available to the public other than through the act or omission of the

أ. معروفة بالفعل لمقدم العطاء المحتمل اعتباراً من تاريخ الإفصاح عنها أدناه؛

ب. كانت بالفعل في حوزة الجمهور أو أصبحت متاحة للجمهور بخلاف فعل أو إغفال مقدم العطاء المحتمل أو أي شخص آخر يتم الكشف

- Prospective Bidder or of any other person to whom Confidential Information is disclosed pursuant to this Confidentiality Agreement;
- له عن المعلومات السرية بموجب اتفاقية السرية هذه؛
- c. is required to be disclosed under the laws of Iraq, stock exchange regulations or by a government order, decree, regulation or rule (provided that the Prospective Bidder shall take all reasonable efforts to give prompt written notice to GCAAN prior to such disclosure);
- ت. يجب الإفصاح عنه بموجب قوانين العراق أو أنظمة البورصة أو بموجب أمر حكومي أو مرسوم أو لائحة أو قاعدة (بشرط أن يبذل مقدم العطاء المحتمل كل الجهود المعقولة لتقديم إشعار كتابي سريع إلى GCAAN قبل هذا الإفصاح)؛
- d. is acquired independently from a third party who represents that it has the right to disseminate such information at the time it is acquired by the Prospective Bidder; or
- ث. تم الحصول عليها بشكل مستقل عن طرف ثالث يقر بأن له الحق في نشر هذه المعلومات في الوقت الذي يحصل عليها مقدم العطاء المحتمل؛ أو
- e. was developed by the Prospective Bidder independently of the Confidential Information received from GCAAN.
- ج. تم تطويرها بواسطة مقدم العطاء المحتمل بشكل مستقل عن المعلومات السرية الواردة من GCAAN.
4. The Prospective Bidder shall be entitled to disclose the Confidential Information without GCAAN's prior written consent to such of the following persons to the extent that they have a clear need to know in order to evaluate the Transaction:
4. يحق لمقدم العطاء المحتمل الكشف عن المعلومات السرية دون الحصول على موافقة كتابية مسبقة من GCAAN لمثل هؤلاء الأشخاص التاليين إلى الحد الذي تكون لديهم حاجة واضحة لمعرفته من أجل تقييم الصفقة:
- a. employees, officers and directors of the Prospective Bidder;
- أ. الموظفون والمسؤولون والمديرون لدى مقدم العطاء المحتمل؛

- ب. إذا كان مقدم العطاء المحتمل عبارة عن اتحاد يضم موظفين ومسؤولين ومديرين من أعضاء الاتحاد؛
- ت. أي مستشار أو وكيل يستعين به مقدم العطاء المحتمل للصفقة؛ أو
- ث. أي بنك أو مؤسسة مالية أخرى أو كيان يقوم بتمويل أو يقترح تمويل مقدم العطاء المحتمل، بما في ذلك أي مستشار يستعين به هذا البنك أو مؤسسة أو كيان مالي آخر.
5. قبل إجراء أي إفصاحات من هذا القبيل للأشخاص بموجب الفقرات الفرعية 4.ب. و 4.ث. أعلاه، يجب على مقدم العطاء المحتمل الحصول على تعهد بالسرية، قابل للتنفيذ من قبل كل من GCAAN ومقدم العطاء المحتمل، والذي يكون إلى حد كبير في نفس شكل ومحتوى اتفاقية السرية هذه، من كل شخص من هذا القبيل؛ مع ذلك، بشرط أنه في حالة المستشار القانوني لمقدم العطاء المحتمل، يجب على مقدم العطاء المحتمل فقط التأكد من أن هذا المستشار القانوني ملتزم بالتزام السرية بموجب تعليماتهم المهنية المحلية.
6. يتحمل مقدم العطاء المحتمل مسؤولية ضمان أن جميع الأشخاص الذين يتم الكشف عن المعلومات السرية لهم بموجب اتفاقية السرية هذه يحافظون على سرية هذه المعلومات، ولا يكشفون عنها أو يفصحون عنها لأي شخص غير مصرح له، ولا يكتسبون أي مصلحة ملكية أو حق في المعلومات السرية.
- b. should the Prospective Bidder be a consortium, employees, officers and directors of the consortium members;
- c. any consultant or agent retained by the Prospective Bidder for the Transaction; or
- d. any bank or other financial institution or entity funding or proposing to fund the Prospective Bidder, including any consultant retained by such bank or other financial institution or entity.
5. Prior to making any such disclosures to the persons under subparagraphs 4(c) and 4(d) above, the Prospective Bidder shall obtain an undertaking of confidentiality, enforceable by both GCAAN and the Prospective Bidder, which is substantially in the same form and content as this Confidentiality Agreement, from each such person; provided, however, that in the case of the Prospective Bidder's legal counsel, the Prospective Bidder shall only be required to procure that such legal counsel is bound by an obligation of confidentiality under their local professional regulation.
6. The Prospective Bidder is responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Confidentiality Agreement keep such information confidential, does not disclose or divulge the same to any unauthorized

person, and acquire no proprietary interest in or right to the Confidential Information.

7. GCAAN may demand the return thereof of the Confidential Information at any time upon giving written notice to the Prospective Bidder. Within fifteen (15) days of receipt of such notice, the Prospective Bidder shall return or destroy or cause to be destroyed all Confidential Information (in whatever form, including but not limited to, electronic media) in its possession and in the possession of persons to whom it was disclosed pursuant to this Confidentiality Agreement, except to the extent it is required by laws of Iraq or professional rules to retain such Confidential Information. Upon doing so, the Prospective Bidder is required to certify in writing to GCAAN that it has complied with the requirements of this Clause.

7. يجوز لـ GCAAN أن تطلب إعادة المعلومات السرية في أي وقت بعد تقديم إشعار كتابي لمقدم العطاء المحتمل. في غضون خمسة عشر (15) يوماً من استلام هذا الإشعار، يجب على مقدم العطاء المحتمل إعادة أو تدمير أو التسبب في تدمير جميع المعلومات السرية (بأي شكل كان، بما في ذلك على سبيل المثال لا الحصر، الوسائط الإلكترونية) التي بحوزته وفي حوزة الأشخاص لمن تم الكشف عنها بموجب اتفاقية السرية هذه، باستثناء الحد الذي تتطلبه قوانين العراق أو القواعد المهنية للاحتفاظ بهذه المعلومات السرية. عند القيام بذلك، يتعين على مقدم العطاء المحتمل أن يشهد كتابياً إلى GCAAN بأنه قد التزم بمتطلبات هذا البند.

8. The confidentiality obligations and limitations on use set forth in this Confidentiality Agreement shall terminate no earlier than one (1) year after the date of this Confidentiality Agreement or the date on which disclosure is no longer restricted either under laws of Iraq. Upon expiry of this Confidentiality Agreement, and provided that the Prospective Bidder has not been declared Selected Tenderer, the Prospective Bidder shall return or destroy all Confidential Information (in whatever form, including but not limited to, electronic media) in its possession and in

8. تنتهي التزامات السرية والقيود المفروضة على الاستخدام المنصوص عليها في اتفاقية السرية هذه في موعد لا يتجاوز عام واحد (1) بعد تاريخ اتفاقية السرية هذه أو التاريخ الذي لم يعد فيه الإفصاح مقيداً بموجب قوانين العراق. عند انتهاء اتفاقية السرية هذه، وبشرط عدم إعلان مقدم العطاء المحتمل كمقدم عطاء المختار، يجب على مقدم العطاء المحتمل إعادة أو تدمير جميع المعلومات السرية (بأي شكل كان، بما في ذلك على سبيل المثال لا الحصر، الوسائط الإلكترونية) التي بحوزته وفي حيازة الأشخاص الذين تم الكشف عنهم بموجب اتفاقية السرية هذه، باستثناء الحد الذي تقتضيه القوانين العراقية أو القواعد المهنية للاحتفاظ بهذه المعلومات السرية. عند القيام بذلك، يتعين على مقدم العطاء المحتمل أن يشهد كتابياً إلى GCAAN بأنه قد التزم بمتطلبات هذا البند.

the possession of persons to whom it was disclosed pursuant to this Confidentiality Agreement, except to the extent it is required by laws of Iraq or professional rules to retain such Confidential Information. Upon doing so, the Prospective Bidder is required to certify in writing to GCAAN that it has complied with the requirements of this Clause.

9. Clauses 3.4, 3.5 and 3.8 of the RFQ will apply to the disclosure of Confidential Information made pursuant to this Agreement.
10. No amendments, changes or modifications to this Confidentiality Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
11. This Confidentiality Agreement shall be governed by and interpreted in accordance with laws of Iraq.
12. If any dispute shall arise between the Parties hereto or any of them concerning the construction of this Confidentiality Agreement or their respective rights or liabilities arising hereunder it shall first be referred to the managing directors of the Parties. If the dispute is not resolved by these persons within thirty (30) day of the first meeting of the managing directors, then the dispute shall be finally settled by arbitration under the Arbitration Rules of
9. ان البنود رقم 3.4 و 3.5 و 3.8 من طلب التأهيل RFQ ستطبق على الإفصاح عن المعلومات السرية الناتجة عن هذه الاتفاقية.
10. لن تكون أي تعديلات أو تغييرات على اتفاقية السرية هذه صالحة إلا إذا كانت مكتوبة وموقعة من قبل ممثل مفوض حسب الأصول لكل طرف من أطراف هذه الاتفاقية.
11. تخضع اتفاقية السرية هذه وتفسر وفقاً لقوانين العراق.
12. إذا نشأ أي نزاع بين الطرفين في هذه الاتفاقية أو أي منهما فيما يتعلق ببناء اتفاقية السرية هذه أو حقوقهما أو التزاماتهما الناشئة بموجب هذه الاتفاقية، فيجب إحالته أولاً إلى المديرين الإداريين للطرفين. إذا لم يتم حل النزاع من قبل هؤلاء الأشخاص خلال ثلاثين (30) يوماً من الاجتماع الأول للمديرين الإداريين، فسيتم تسوية النزاع نهائياً عن طريق التحكيم بموجب قواعد التحكيم لغرفة التجارة الدولية ("قواعد التحكيم") بواسطة ثلاثة (3) محكمين يتم تعيينه وفقاً لقواعد التحكيم المذكورة. يجب أن يكون مقر التحكيم باريس، فرنسا

the International Chamber of Commerce
(the “**Arbitration Rules**”) by three (3)
arbitrators appointed in accordance with the
said Arbitration Rules. The seat of
arbitration shall be Paris, France.

SIGNATURES

التوقيعات

For GENERAL COMPANY FOR AIRPORTS
AND AIR NAVIGATION ADMINISTRATION

عن الشركة العامة لإدارة المطارات والملاحة الجوية

Dr. Abbas Al Baidhani

د. عباس البيضاني

Director General

المدير العام

For

لصالح

[*Name of Prospective Bidder*]

[*First name*]

[*Last name*]

[*Function*]