

إقرار طالب الضمان

Letter of Guarantee - Applicant's Declaration

We do hereby priorly authorize you, against issuance of this Letter of Guarantee, to renew it whenever the beneficiary requests you for that. We undertake, in advance to indemnify you against any damage or liability that may be caused to you resulting from the issuance of this Letter of Guarantee or its renewal. We also authorize you to pay the amount specified in this Letter of Guarantee or any part thereof whenever the beneficiary requests you to do so and without referring to us or obtaining our prior consent.

We undertake to pay immediately upon your first requests all amounts paid by you and /or amounts you may be requested to pay according to this authorization in addition to all expenses, fees and damages incurred by you at any time as a result of the issuance of this Letter of Guarantee.

We also authorize you priorly and without intimation to us to deduct from any of our accounts the amount of the Letter of Guarantee before it is returned to you or cancelled or paid and to retain the deducted amount as a guarantee for the value of this letter until the settlement of all liabilities you may incur in accordance with it.

We also undertake to deposit with you , and upon your first written request during the validity of this Letter of Guarantee or the renewed period, in cash or in securities acceptable to you, sums equivalent to cover the value of the letter of guarantee, even if that is not requested by the beneficiary.

In case we fail to comply with this undertaking, you have the full right to debit our A/C and/or charge us a due debit.

In case that this application is made by two or more persons, we hereby consent that everyone of them is severally and jointly responsible with others towards all liabilities and obligations that may result from the issuance of this letter of guarantee.

We agree that any dispute arising from the interpretation or execution of this Letter of Guarantee shall be referred to the civil courts of the state of Qatar, to have the judgment on the dispute taken as per the provisions of the Qatar laws that do not contradict with the rules of the Islamic Shari'a.

In any case a difference is found between the Arabic and English version, the Arabic version shall be considered as legal.

في مقابل إصداركم لهذا الخطاب فإننا نفوضكم سلفاً بتجديده عندما يطلب منكم المستفيد الذي صدر خطاب الضمان لصالحه، كما نتعهد مقدمًا بأن نفوضكم عن أي ضرر أو التزام قد يتربّع عليكم بسبب إصدار هذا الخطاب أو تجديده ونفوضكم سلفاً بأن تدفعوا المبلغ المحدد في ذلك الخطاب أو أي جزء منه حينما يطلب المستفيد منكم ذلك بدون الرجوع إلينا أو الحصول على موافقتنا المسبقة على ذلك.

ونتعهد بأن نسدّد لكم على الفور وعند أول طلب منكم وبدون أي اعتراض منها جميع المبالغ التي تدفعونها وأو أية مبالغ قد يطلب منكم دفعها طبقاً لهذا التفويض بالإضافة إلى جميع المصروفات والرسوم والأضرار التي تتكمدونها في أي وقت كان بسبب إصداركم لهذا الخطاب.

كما نفوضكم مسبقاً وبدون إشعارنا أن تستقطعوا من حساباتنا طرفاً منكم أياً كان نوعها قيمة خطاب الضمان قبل أن يتم رده إليكم أو إعادته أو صرفه وأن تحفظوا بذلك المبلغ لديكم ضماناً لقيمة هذا الخطاب إلى حين انتهاء اللتزامات التي قد تترتب عليكم بموجبه.

كما نتعهد بأن نودع لديكم ولدى أول طلب خطبي منكم، خلال مدة هذا الخطاب الأصلية أو المجددة، نقداً أو ضمادات مقبولة منكم ما يعادل قيمة هذا الخطاب حتى ولو لم يطلب المستفيد دفع قيمتها.

وفي حال تخلفنا عن القيام بهذا التعهد فإن لكم كامل الحق في أن تقيدوا على حسابنا ذلك و/أو أن تطالبونا به كدين مستحق.

وفي حالة تقديم هذا الطلب من قبل شخصين أو أكثر فإننا وبناء عليه، نقرأن كل فرد فيه مسؤول شخصياً بالتضامن والتكافل مع الآخرين اتجاههم عن جميع اللتزامات التي قد تترتب عن إصدار هذا الخطاب.

كما نوافق على عرض أي نزاع ينشأ عن تفسير أو تنفيذ خطاب الضمان هناعلى المحاكم المدنية بدولة قطر، على أن يتم الفصل في النزاع في ضوء نصوص القوانين القطرية التي لا تعارض مع أحكام الشريعة الإسلامية.

وفي حالة ما إذا وجد خالف ما بين النصين العربي والإنجليزي، فإن النص العربي يكون هو المعتبر قانوناً.

Customer's Name ZAD HOLDING COMPANY

اسم العميل

Account No.

1	0	0	0	0	0	1	8	2	7	9	2
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رقم الحساب

Signature & Stamp

التوقيع والختم

Please ensure to sign on all pages

رجى التأكيد من التوقيع على جميع المفحّن

FORM-CB-010



dukhanbank.com | | 800 8555



ALCAT
CONTRACTING

To,

Date: 07 Feb 2024

Dukhan Bank

P.O. Box 27778

Doha, Qatar

Dear Sir,

Sub: Irrevocable and unconditional approval to issue Bank Guarantee (and amendments thereof), on our behalf upon instructions from M/s ZAD HOLDING COMPANY

With reference to the above subject, we hereby irrevocably and unconditionally confirm that we fully acknowledge, endorse and approve without reservations whatsoever the instructions submitted by the instructing party M/s ZAD HOLDING COMPANY to DUKHAN BANK in respect of issuing a Bank Guarantee (and amendments thereof) for and on our behalf ALCAT CONTRACTING COMPANY favoring **Public Works Authority - ASHGHAL** valid till 06 Jul 2024 in accordance with the terms and conditions set out by DUKHAN BANK thereunder, the finance documents and the general terms and conditions for banking facilities, as amended from time to time at your sole and absolute discretion, and which we hereby irrevocably and unconditionally approve. We further acknowledge and confirm our joint and several liability with M/s ZAD HOLDING COMPANY towards DUKHAN BANK under the Bank Guarantee herein determined or under any other Bank Guarantee issued on our behalf as determined in this letter.

Yours sincerely

Authorized Signatory

Authorized Signatory



ALCAT Contracting Co.W.L.L.

(A Subsidiary of Zad Holding Company Q.P.S.C)

P.O Box : 681, Doha, Qatar

Tel: +974 4443 4241, Fax : +974 4441 2872

Email: info@alcatqatar.com | www.alcatqatar.com

C.R. No.: 53



شركة الکات للمقاولات ذ.م.ذ
(مملوكة لشركة زاد القابضة ق.ب.س.ج)
ص.ب: ٦٨١، الدوحة، قطر
هاتف: +٩٧٤ ٤٤٤٣ ٢٨٧٢، فاكس: +٩٧٤ ٤٤٤٣ ٢٨٧٣
بريد الكتروني: www.alcatqatar.com | info@alcatqatar.com
سجل تجاري رقم: ٥٣

To: Public Works Authority, Al Faisal Tower 1, West Bay, P.O. Box 22188, Doha, State of Qatar.

1. Type of Guarantee: Performance Guarantee

2. Guarantee No:

3. The Guarantor: DUKHAN BANK, P.O. Box 27778, Doha Qatar

4. The Applicant: ALCAT CONTRACTING COMPANY, CR NO. 53, PO BOX 681, DOHA, STATE OF QATAR.

5. The Beneficiary: Public Works Authority, Al Faisal Tower 1, West Bay, P.O. Box 22188, Doha, State of Qatar (the "Authority").

6. The Underlying Relationship: The Applicant's obligation in respect of: ZF-162 Zonal Framework Contract for Road Maintenance Qatar, AFC Asian Cup , Stadium Traffic Management - 03 , AA ROM 2017 203 G , PWA/GTC/019/2017

7. Guarantee Amount and Currency: QAR 5 63 , 625 . 00 (Qatari Riyal Five Hundred Sixty Three Thousand Six Hundred Twenty Five Only)

8. Any Document required in support of the demand for payment, apart from the supporting statement: None.

9. Language of any required documents: Any notice or demand given or made by the Authority (the "Beneficiary") or the Guarantor relating to this Guarantee shall be in Arabic (may be translated to English)

10. Form of presentation: Paper Form.

11. Place of Presentation: DUKHAN BANK, Corporate Branch, Trade Finance Dept., Mezzanine Floor, Old Airport– Doha, Qatar.

12. Expiry of Guarantee: 06 Jul 2024

13. The party liable for the payment of any charges: The Applicant.

As Guarantor, we hereby irrevocably undertake to pay the Beneficiary regardless of any objection whatsoever, any amount up to the Guarantee Amount upon presentation of the Beneficiary's complying demand, in the form of presentation indicated above, supported by such other documents as may be listed above and in any event by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating in what respect the Applicant is in breach of its obligations under the Underlying Relationship.

Any demand under this Guarantee must be received by us on or before Expiry at the Place for presentation indicated above.

Applicable law: this Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

Article 5 of the URDG 758 states the following

A guarantee is by its nature independent of the underlying relationship and the application, and the guarantor is in no way concerned

with or bound by such relationship. A reference in the guarantee to the underlying relationship for the purpose of identifying it does not change the independent nature of the guarantee. The undertaking of a guarantor to pay under the guarantee is not subject to the claims or defences arising from any relationship other than a relationship between the guarantor and the beneficiary as described in the form of the guarantee.



461842/NOCS-1
07/02/2024

M/s. Alcat Contracting Company

Fax: +974 44412872

Email: info@alcatqatar.com

Doha

Attn.: Dr. Hossam Banna – General Manager

Nos. of Pages: 02 + 04

Subject: Notice of Contract Signing

Tender Ref. : PWA/GTC/019/2017

Framework Title : Zonal Framework Contract for Road Maintenance Qatar

Project Code : AA ROM 2017 203 G

Work Order Number : **ZF_162**

Work Order Title : **AFC Asian Cup Stadium Traffic Management - 03**

Awarded Amount : **QAR. 5,636,249.44**

The Duration : **77 Days**

With reference to the Awarding Letter issued by the Grand Tenders Committee of Public Works Authority dated 22/01/2023, kindly note that the Contract is ready for signature.

Kindly you are requested to submit the following documents prior to signing the Contract:-

(a) **Original Performance Guarantee** - Clause 3.2 [B&E Framework & Work Order GCoC 2012 Ed]

(As per the attached specimen form indicating the CR No., compulsory for signing the Contract)

(b) **Applicable Insurances** - Clause 4

1. Construction and Erection "All Risks" Insurance
2. Third Party Liability Insurance
3. Worker's Compensation and Employer's Liability Insurances
4. Contractor's Plant and Equipment Insurance
5. Automobile Liability Insurance
6. Other Insurances – As required by Law to maintain or which the Contractor considers necessary for undertaking the Works.

(c) **Representatives of the Parties for Amicable Settlement** - Clause 20.2

"

(d) **Conflict of Interest Statement** - Clause 18.6

"

(To be executed on Company Letterhead)

(e) **Letter issued by the bank** addressed to the Financial and Administrative Affairs Manager in PWA mentioning the company name & CR / CL no. as per the Award Letter and the Account & IBAN numbers.

(f) **Copies of Valid Qatar Commercial Registration Certificates** (*Compulsory for signing the Contract*).

(g) **Copies of Contractor's Classification Certificates** from Government Procurement Regulatory

Department of Ministry of Finance (Compulsory for signing the Contract).

In addition, attend to sign & seal the Contract in the Contracts' Control Section - Engineering Services Department of PWA (**08th** Floor, Ashghal Tower-03, Side A) **on or before 08/02/2024**.

The following data are for your referral:

Commencement Date	22/01/2024
Completion Date	07/04/2024
Amount of Performance Guarantee	QAR. 563,625.00
Validity of Performance Guarantee	06/07/2024
Amount of Construction & Erection All Risk Insurance	QAR. 6,199,874.40
Third Party Liability Insurance	QAR. 18,250,000.00 minimum cover for any one occurrence and shall be unlimited number of occurrences.
Project Coordinator	Mr. Ala' Wajeeh Mustafa Saleh

Remarks to be in consideration:

- Delay in *signing* or *delivering* all above required documents might lead to affect releasing the Interim Payments for this Project.
- The signatory, on behalf of your company, shall be either mentioned in the CR as a full authorized signatory *or* holds a delegatory letter attested from the *Ministry of Justice*.
- All above required Insurances & Guarantees shall be solely issue by Insurance Companies or Banks that work under the umbrella of *Qatar Central Bank*.

ACKNOWLEDGEMENT

*Kindly confirm the receipt of this fax message within 24 hours by signing & returning to **Engineering Services Dept.** via fax 44950900 or email esd.tenders@ashghal.gov.qa.*

Name: Signature: Date:

This is a Controlled Correspondence approved by the Manager of Engineering Services Department at Public Works Authority and no signature required.

Regards,

Engineering Services Department

Form of Demand Guarantee under URDG 758.

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(Guarantor Letterhead or SWIFT Identifier code)

To: [Insert name and contact information of Guarantor]

Date: [Insert date of issue]

Type of guarantee: [Specify tender guarantee, advance payment guarantee, performance guarantee, payment guarantee, retention money guarantee, warranty guarantee, etc.]

Guarantee No. [Guarantor to insert guarantee reference number]

The Guarantor: [Guarantor to insert name and address of place of issue, unless indicated in the addressee field above]

The Applicant: [Insert name and address]

The Beneficiary: [Insert name and address]

The Underlying Relationship: The Applicant's obligation in respect of [Insert reference number or other information identifying the contract, tender conditions or other relationship between the applicant and the beneficiary on which the guarantee is based]

Guarantee Amount and currency: [Insert in figures and words the maximum amount payable and the currency in which it is payable]

Any document required in support of the demand for payment, apart from the supporting statement (indicating in what respect the applicant is in breach of its obligations under the underlying relationship) that is explicitly required in the text below: [Insert any additional document required in support of the demand for payment. If the guarantee requires no documents other than the demand and the supporting statement, keep this space empty or indicate "none"]

Language of any required documents: [Insert the language of any required document. Documents to be issued by the applicant or the beneficiary shall be in the language of the guarantee unless otherwise indicated herein]

Form of presentation: [Insert paper or electronic form. If paper, indicate mode of delivery. If electronic, indicate the format, the system for data delivery and the electronic address for presentation]

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Place for presentation: [Guarantor to insert address of branch where a paper presentation is to be made or, in the case of an electronic presentation, an electronic address such as the Guarantor's SWIFT address. If no Place for presentation is indicated in this field, the Guarantor's place of issue indicated above shall be the Place for presentation]

Expiry of Guarantee: [insert expiry date]

The party liable for the payment of any charges: [insert the name of the party]

As Guarantor, we hereby irrevocably undertake to pay the Beneficiary regardless of any objection whatsoever, any amount up to the Guarantee Amount upon presentation of the Beneficiary's complying demand, in the form of presentation indicated above, supported by such other documents as may be listed above and in any event by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating in what respect the Applicant is in breach of its obligations under the Underlying Relationship.

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