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هيئة الأشغال العامة
PUBLIC WORKS AUTHORITY

REQUEST FOR QUALIFICATION

THE QATAR PUBLIC PRIVATE PARTNERSHIP SCHOOLS DEVELOPMENT PROGRAM – PACKAGE 2

PROJECT ID: BP 2020 S 003 G

**QUALIFICATION PROCEDURES
AND SERVICE REQUIREMENTS**

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

January 2020

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Definitions

Ashghal	Public Works Authority;
Authority	Collectively, Ashghal, MoEHE, MoF and any other Government entity or ministry participating in any respect in this Procurement Process, and from the execution date of the Project Agreement, solely MoEHE;
Bidder	A Qualified Respondent that submits a Proposal in response to the RFP;
Commercial Companies Law	Law No. 11 of 2015 Promulgating the Commercial Companies Law;
Confidentiality Agreement	The confidentiality agreement submitted by each Respondent in its SOQ, in the form set out in Appendix 9.3;
Consortium	An unincorporated joint venture or other contractual arrangement between international or Qatari companies formed for the purpose of bidding on and, if successful, performing jointly and severally any obligations required from the the Project Company to deliver the Project;
Consortium Leader	In respect of a Respondent that is a Consortium, the Consortium Member chosen by the Consortium, as specified in an MoU to represent such Respondent before the Authority both during the Procurement Process and during delivery of the Project;
Consortium Member	In respect of a Respondent that is a Consortium, any member of the Consortium comprising such Respondent;
DBFOMT	A form of PPP contract wherein a private entity receives a concession from the public sector to design, build, finance, operate, maintain and transfer a project;
Developer	The Successful Bidder that enters into the Project Agreement with the Authority;
EOI	Expression of Interest for the Project; in the form set out in Appendix VI;

EPC	Engineering, procurement and construction;
Executive Regulations	Qatar Cabinet Decision No. 16/2019 on the Issuance of the Implementing Regulation to the Law regulating Tenders and Bids issued by Qatar Law No. 24/2015;
Facilities	The Twelve schools to be developed as a DBFOMT as part of the Project, as further described in Section 2 of this RFQ;
FM	Facilities management;
FM Services	Has the meaning given to it in Clause 2.2;
GCC	Gulf Cooperation Council;
GTC	Has the meaning given in Clause 3.2;
Information	The information contained in this RFQ, together with any information previously provided, or to be provided, at any time during the Procurement Process by the Authority, its Transaction Advisers or the directors, officers, members, partners, employees, other staff, agents or advisers of any such persons;
Interested party	Has the meaning given to it in clause 1.3;
MME	Qatar Ministry of Municipality and Environment;
MOCI	Qatar Ministry of Commerce and Industry;
MoEHE	Qatar Ministry of Education and Higher Education;
MoF	Qatar Ministry of Finance;
MoU	In respect of a Bidder that is a Consortium, a memorandum of understanding document signed between the different Consortium Members clearly stating the Consortium Leader;
NPQ	Notice of Prequalification;
O&M	Operation and maintenance;
PPP	Public private partnership;
Preferred Bidder	The Bidder that is selected to proceed to negotiate the Project Agreement at the end of the RFP Stage;
Procurement Process	The procurement process for the Project including the RFQ Stage and RFP Stage and the negotiating and signing of the Project Agreement and any other documents and agreements required to be executed and delivered pursuant to or in connection therewith;

Project	The PPP project to DBFOMT the Facilities in accordance with the Project Agreement;
Project Agreement	The contract that will be executed between MoEHE and the Project Company in respect of the Project;
Project Company	The special purpose entity formed in compliance with Clauses 3.4, 3.5 and 6.1 and applicable Qatari law by the Successful Bidder to enter into the Project Agreement and to deliver the Project;
Proposal	A proposal prepared and submitted by a Qualified Respondent/ Bidder in response to the RFP;
QAR	Qatari riyals, the lawful currency of the State of Qatar;
QSE	Qatar Stock Exchange;
Respondent	A company or Consortium that submits an SOQ in response to this RFQ;
RFP	The request for proposal document for the Project;
RFP Stage	The stage of the Procurement Process from the release of the RFP for Qualified Respondents to the selection of the Preferred Bidder;
RFQ	This request for qualification document for the Project;
RFQ Stage	The stage of the Procurement Process from the release of this RFQ to the publication of the shortlist of Qualified Respondents;
Sites	The sites allocated for the Project as described in more detail in Section 2.4.5;
SOQ	A statement of qualifications which constitutes a response to this RFQ setting out the qualifications of the Respondent to participate in the RFP Stage of the Procurement Process;
Submission Deadline	Has the meaning given in Clause 6.3;
Successful Bidder	The Preferred Bidder with whom negotiations with the Authority successfully lead to the execution and delivery of the Project Agreement between the Project Company and the Authority;
Tenders Law	Law No. 24/2015 On Issuing the Regulation of Tenders and Auctions Law;
Transaction Advisers	Has the meaning given in Clause 1.1;

USD	United States dollars, the lawful currency of the United States of America;
Days	Calendar days, including weekends and public holidays;
Regional Experience, Region or equivalent terms	<p>In the context of relevant Project experience, the “Region” refers to the Middle East, including:</p> <p>Bahrain, Cyprus, Egypt, Iran, Iraq, Jordan, Kuwait, Lebanon, Oman, Palestine, Qatar, Saudi Arabia, Syria, Turkey, United Arab Emirates and Yemen.</p>

1. GENERAL INFORMATION

1.1 Disclaimer

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

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

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

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

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

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

whether incurred in preparing its SOQ or in connection with any other request from the Authority, the Government of the State of Qatar, its Transaction Advisers or otherwise.

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

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

1.2 Terms and Conditions of the RFQ

1.2.1 Responsibility for Costs

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

1.2.2 No Contract

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

1.2.3 Authority's Right to Cancel or Vary

Subject to the Tenders Law and Executive Regulations, this RFQ does not commit the Authority (nor the State of Qatar) in any way to proceed with the procurement of the Project. Furthermore, the Authority reserves the right, at any time, in its sole and absolute discretion and with no liability whatsoever, to:

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

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

1.2.4 Conflicts of Interest

The Authority is concerned about conflicts of interest and the Authority reserves the right to disqualify Respondents where there is an actual or potential conflict of interest. Without prejudice to Clause 6.7, the Authority will regard as a conflict of interest any situation in which a Respondent, a Consortium Member or an adviser, agent or subcontractor to such person is also:

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

Respondents are required to review carefully the prior or current involvement of the Respondent, any Consortium Member and the advisers, agents and sub-contractors of such persons in the Project and fully disclose any actual or potential conflict to the Authority (via the e-mail address set out in Clause 6.3) as soon as the same is identified by the Respondent.

1.2.5 Confidentiality

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

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

1.2.6 Ownership and Copyright

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

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

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

1.3 Purpose of the RFQ

The Authority is embarking on the development of twelve new schools as a PPP project to upgrade, expand the current education facilities in the State of Qatar and respond to increasing demand for educational services.

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

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

1.4 Structure of the RFQ

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

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

2. PROJECT BACKGROUND

2.1 Qatar PPP Schools Development Program

The Government of Qatar has developed a PPP program to develop public infrastructure projects and to introduce private capital and expertise in sectors otherwise under Government control. Qatar's Second National Development Strategy 2018-2022 encourages greater private participation in economic activity, on its own or through PPP frameworks.

In line with the above objective, the Authority has identified 45 schools to be implemented under a PPP framework. The 45 schools are divided into four packages, each consisting of eight to fourteen schools.

Each package will be implemented as a separate PPP Project. The expected dates for releasing the EOI or, in the Authority's discretion an RFQ in addition to an EOI, and expected delivery date for each of the packages are detailed below.

Table 1: List of Packages of schools for the PPP Program

Package	Number of Schools	Proposed EOI date	Proposed Delivery date
Package 1	8 schools	Jan 2019 (Completed)	Aug 2022
Package 2	12 schools	Jan 2020	Aug 2023
Package 3	14 schools	To Be Confirmed	Aug 2024
Package 4	11 schools	To Be Confirmed	Aug 2025

2.2 Introduction to the Project

Package 2 involves the DBFOMT delivery of 12 new schools consisting of 2 secondary schools, 3 preparatory schools, 1 shared school and 6 primary schools (the "Project").

The Project is envisaged to be delivered as a PPP and the Authority is looking for a capable private sector developer and operator with international or regional experience in developing and managing similar education and real estate projects as will comprise the Project. Ancillary operations such as cleaning, ICT infrastructure, security, and other FM services ("FM Services") will also be included in the scope of the Project and the Project Company will be responsible for providing FM Services for an agreed upon duration for the Facilities. That said, all teaching and school administration activities will remain the responsibility of MoEHE. The Authority will be responsible for managing the schools' administration and educational curricula and will appoint all teaching and administrative staff. The Developer will be responsible for providing FM Services for an agreed upon contract duration for the developed facilities.

2.3 Key Project Objectives

The Project has been launched to help the State of Qatar meet its increasing demand for good quality educational facilities. This demand is in line with the Government’s vision 2030 and Qatar Second National Development Strategy 2018-2022.

The Project will deliver 12 schools which are in line with education objectives mentioned in the Qatar Second National Development Strategy 2018-2022. Some of the key policy objectives this program aims to fulfil are as follows:

- to cater to ever rising demand in the education sector driven by growth in the school-going population;
- supporting human and social development;
- supporting the urgent need to build more [domestic] capacity and expertise on project implementation;
- improving the quality of education for Qataris to reach international standards;
- reducing the inefficiencies in the Qatari educational system;
- increasing job satisfaction in the education sector in Qatar; and
- promoting private sector participation in the education sector.

2.4 Project Scope

2.4.1 School Facilities

The Project requires the development of 12 schools. The school types range from primary to secondary schools. A summary of the required school facilities is provided below:

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
01	Preparatory School for Girls	Muaither, Al Rayyan Municipality	Vacant Land	24,868	55602586	750	90
02	Secondary School for Boys	South Wajbah, Al Rayyan Municipality	Vacant Land	28,916	53570010	750	90
03	Preparatory School for Boys	Gharafa, Al Rayyan Municipality	Evacuated School	19,411	51090011	750	90
04	Primary (5 & 6) School for Boys	Ain Khalid, Al Rayyan Municipality	Evacuated School	39,215	56210002	750	90
05	Primary School for Girls	Muaither, Al Rayyan Municipality	Evacuated School	28,934	55556056	750	90

06	Primary (5 & 6) School for Boys	Al Waab / Sudan, Al Rayyan Municipality	Evacuated School	14,219	55920003	750	90
07	Preparatory School for Girls	Al Thumama, Doha Municipality	Vacant Land	26,679	50010316	750	90
08	Alternate to Abdullah bin Turki Model School (School for Boys)	Al Aziziya, Al Rayyan Municipality	Evacuated School	16,564	55130224	750	90
09	Primary School for Girls	Al Wukair, Al Wakra Municipality	Vacant Land	25,684	91022033	750	90
10	Shared (Nursery, Primary, Preparatory and Secondary) School for Boys	Rawdet Rashid, Al Sheehaniya Municipality	Vacant Land	32,100	82300004	750	90
11	Primary (5 & 6) School for Boys	Al Thumama, Doha Municipality	Vacant Land	25,835	50020574	750	90
12	Secondary School for Girls	Al Thumama, Doha Municipality	Vacant Land	27,752	50010317	750	90

2.4.2 Outline Scope of Services

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

2.4.3 Roles and Responsibilities for the Project

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

Stage	Private Sector Role	Government Role
Design and Build:	<ul style="list-style-type: none"> • Design • Construction 	<ul style="list-style-type: none"> • Provision of land ready for construction

	<ul style="list-style-type: none"> • Demolition of existing structures at evacuated schools • Landscaping • Furniture, fixtures, and equipment (FFE) 	<ul style="list-style-type: none"> • Performance Monitoring
Operation and Maintenance:	<ul style="list-style-type: none"> • Cleaning • Security • Facilities (soft and hard) management • Lifecycle Replacement • Helpdesk 	<ul style="list-style-type: none"> • Educational Services • Teaching Staff • Educational Equipment • Catering • School Transportation
Finance /Commercial	<ul style="list-style-type: none"> • Debt and Equity 	<ul style="list-style-type: none"> • Manage Contract • Pay Unitary Charge according to performance

2.4.4 School Buildings

The services envisioned to be carried out by the Developer are summarised below:

Service	Definition	Responsibility
Facilities Management (FM)	Facilities management including routine maintenance (regular activities such as cleaning, fixtures and fittings replacement and other activities for the day to day operation of the Facilities), major maintenance (such as painting, replacement of flooring and other activities which are aimed at replacement of assets), janitor/ caretaker, fixtures and fittings, waste management, pest control, energy and utilities, fire detection and alarms, heating and cooling and landscaping.	The Project Company will be responsible for the following hard and soft FM Services, as a minimum: <ul style="list-style-type: none"> • Management Services; • Buildings, Installations and Asset Management Services; • Grounds Maintenance Services; • ICT and Telecommunications Infrastructure; • Security Management Services; • Health and Safety Management Services; • Energy and Utilities Management Services; • Caretaking and Site supervision; • Waste Management; and Pest Control.
Catering	Catering includes provision of food for school children and teachers.	The Developer will not be responsible for catering. However, the Authority reserves the right to alter this during the concession period.
Security	Security includes the provision of security personnel for all facilities and all security cameras, control panels and supporting infrastructure etc.	The Project Company will be responsible for providing security for the students and other assets of the Facilities.

Furniture provision	Furniture includes the provision of both fixed and loose furniture for the Facilities. This includes tables, moveable partitions, chairs, fixed chemistry and reception desks etc.	The Developer will be responsible for the provision of fixed furniture and loose furniture. The Developer will be responsible for the maintenance of fixed furniture. The Developer will not be responsible for the maintenance of loose furniture. However, the Authority reserves the right to alter this during the concession period.
ICT provision	ICT includes the audio/ video equipment for the classrooms, computers as well as respective infrastructure.	The Developer will be responsible for providing the necessary infrastructure needed for ICT like wiring, fibre optics etc. The Developer will not be responsible for procuring loose IT equipment. The Developer will not be responsible for maintaining loose IT equipment. However, the Authority reserves the right to alter this during the concession period.

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

2.4.5 Details of the Project Sites

The sites for the Facilities have been selected by MoEHE and have been approved and allocated by MME.

It shall be the Developer’s responsibility to obtain all necessary approvals for the Facilities.

It shall be the Developer’s responsibility to confirm, as part of their own due diligence, with the relevant utility authorities the presence of existing utilities and potential future connections for the Facilities. The responsibility for the design and construction of utilities and for obtaining all necessary approvals will be with the Developer.

Each of the sites will be provided for development as is and the Project Company will be required to clear the site including carrying out demolition work at evacuated schools. The Project Company shall be responsible for the identification of the utilities requirements for each development and for the coordination with the relevant authorities for connection to existing infrastructure. Other existing site conditions will can be confirmed by the Bidder during their site visits. Below are aerial pictures of the selected sites for each Facility.

Figure 1: Preparatory School for Girls

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
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01	Preparatory School for Girls	Muaither, Al Rayyan Municipality	Vacant Land	24,868	55602586	750	90
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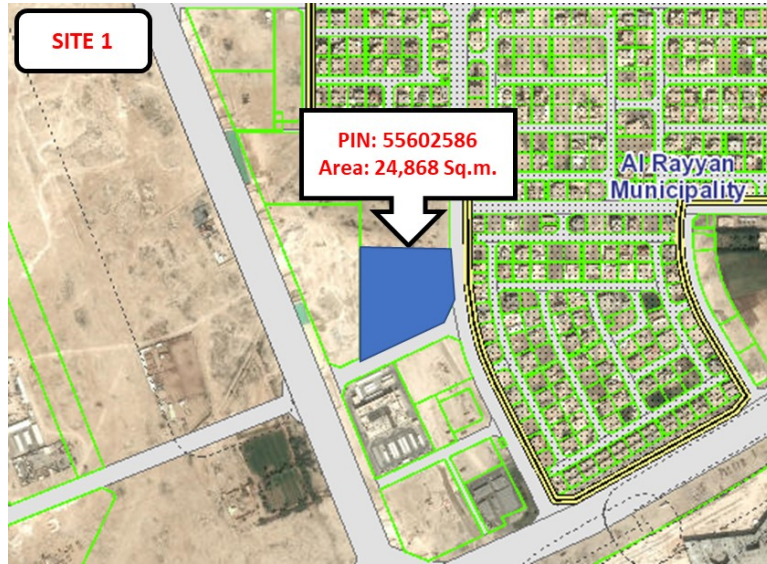


Figure 2: Secondary School for Boys

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
02	Secondary School for Boys	South Wajbah, Al Rayyan Municipality	Vacant Land	28,916	53570010	750	90

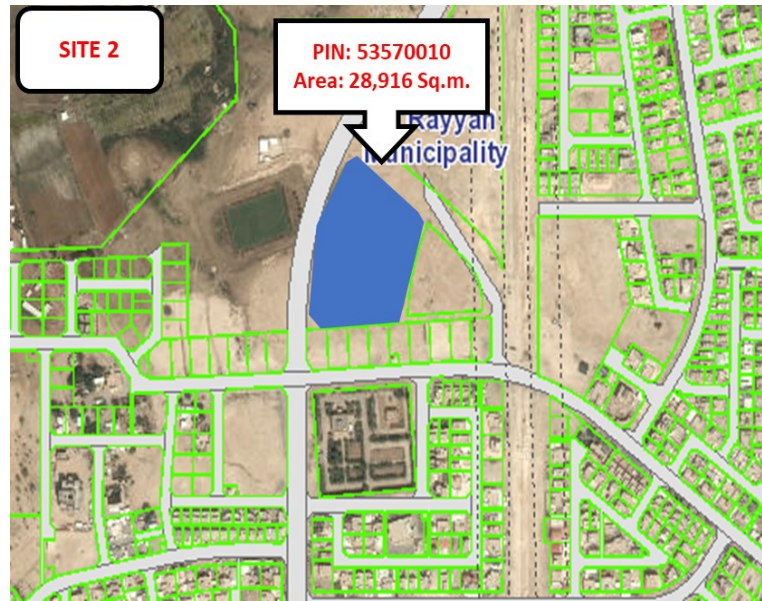


Figure 3: Preparatory School for Boys

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
03	Preparatory School for Boys	Gharafa, Al Rayyan Municipality	Evacuated School	19,411	51090011	750	90



Figure 4: Primary School for Boys

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
04	Primary (5 & 6) School for Boys	Ain Khalid, Al Rayyan Municipality	Evacuated School	39,215	56210002	750	90



Figure 5: Primary School for Girls

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
05	Primary School for Girls	Muaither, Al Rayyan Municipality	Evacuated School	28,934	55556056	750	90

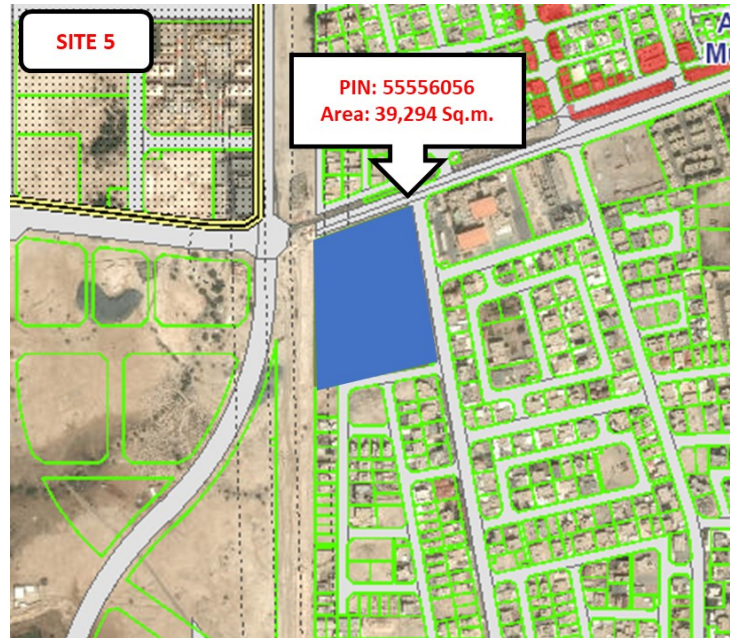


Figure 6: Primary School for Boys

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
06	Primary (5 & 6) School for Boys	Al Waab / Sudan, Al Rayyan Municipality	Evacuated School	14,219	55920003	750	90



Figure 7: Preparatory School for Girls

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
07	Preparatory School for Girls	Al Thumama, Doha Municipality	Vacant Land	26,679	50010316	750	90

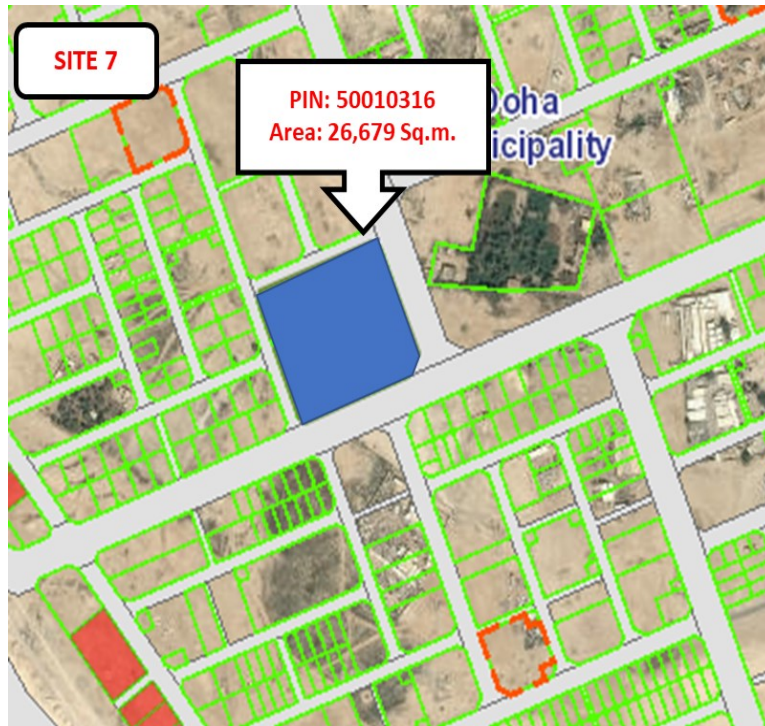


Figure 8: Model School for Boys

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
08	Alternate to Abdullah bin Turki Model School (School for Boys)	Al Aziziya, Al Rayyan Municipality	Evacuated School	16,564	55130224	750	90



Figure 9: Primary School for Girls

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
09	Primary School for Girls	Al Wukair, Al Wakra Municipality	Vacant Land	25,684	91022033	750	90

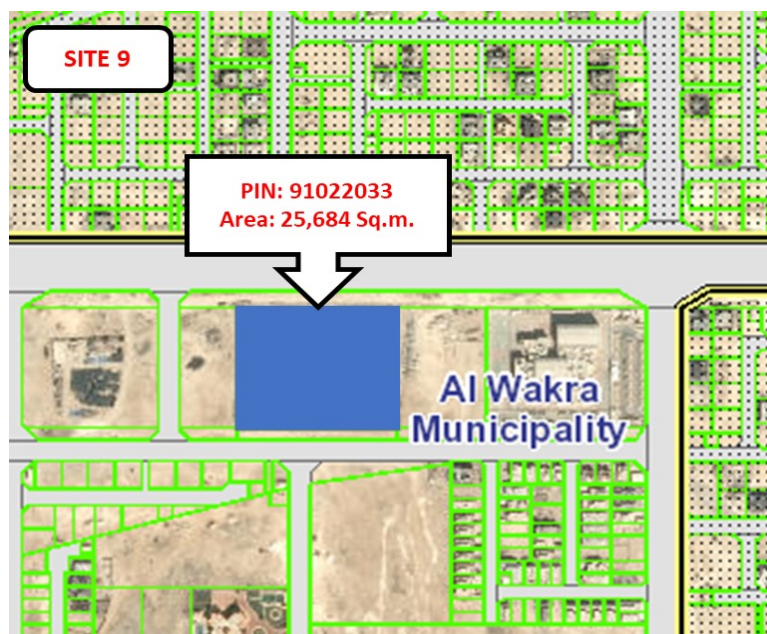


Figure 10: Shared School for Boys

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
10	Shared (Nursery, Primary, Preparatory and Secondary) School for Boys	Rawdet Rashid, Al Sheehaniya Municipality	Vacant Land	32,100	82300004	750	90

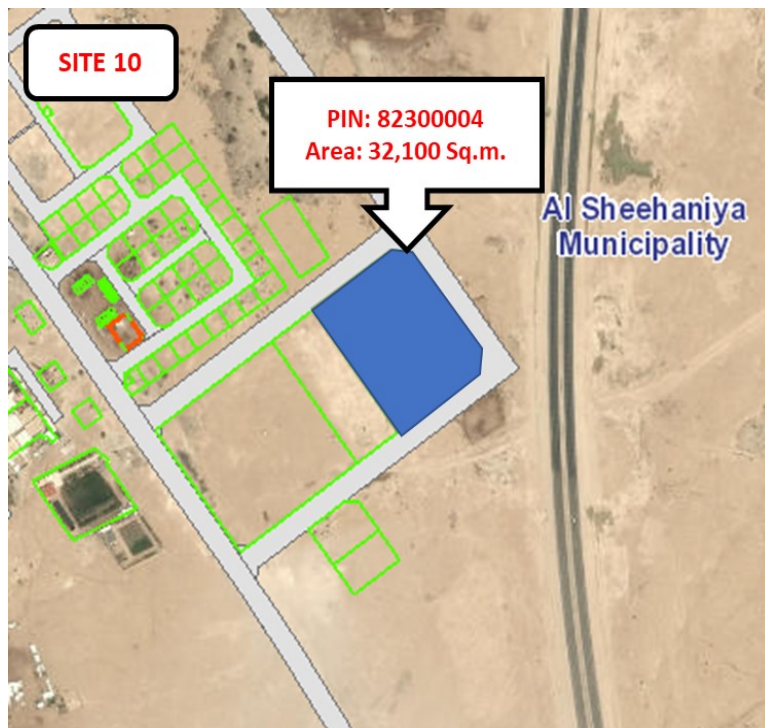


Figure 11: Primary School for Boys

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
11	Primary (5 & 6) School for Boys	Al Thumama, Doha Municipality	Vacant Land	25,835	50020574	750	90

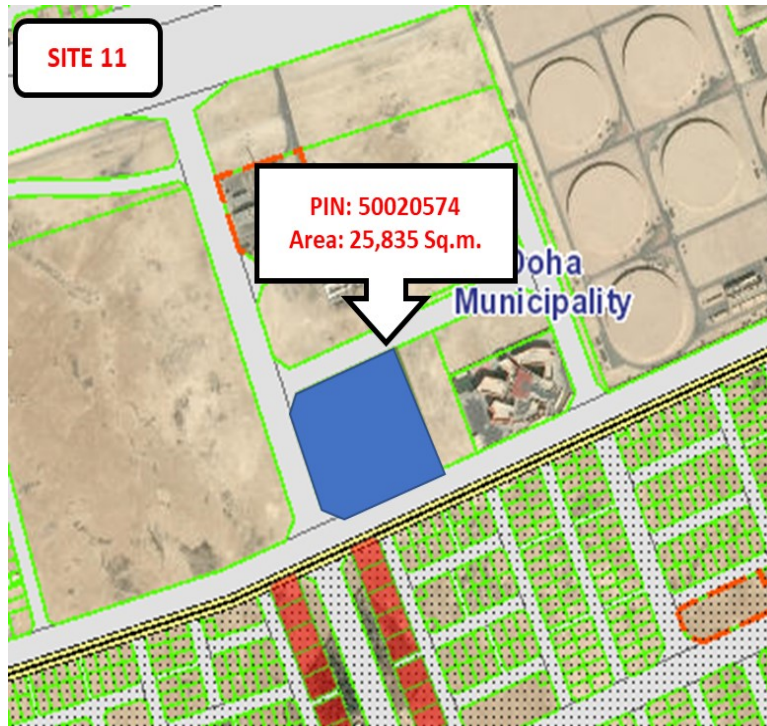
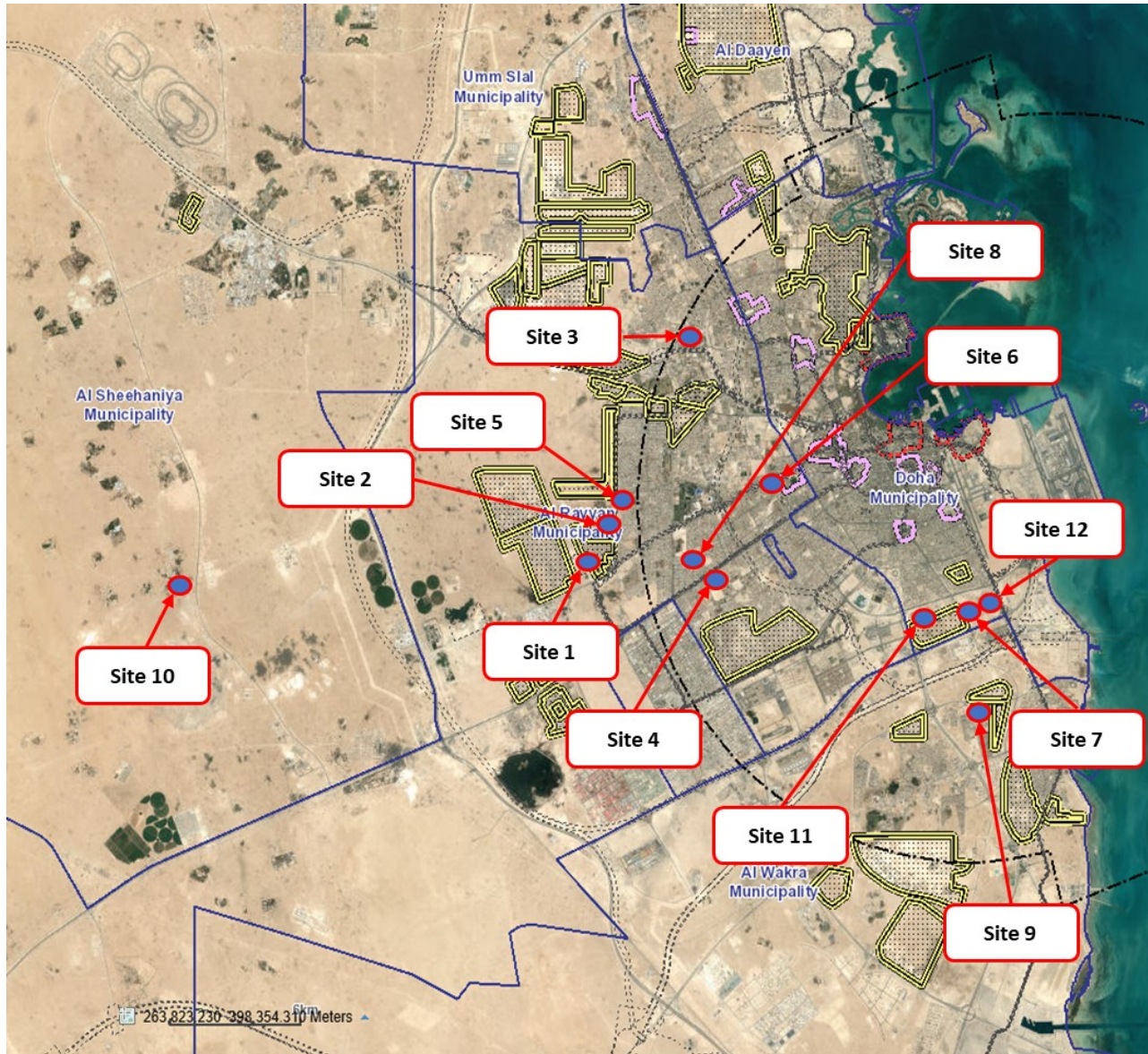


Figure 12: Secondary School for Girls

School	Type	Location	Land Condition	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
12	Secondary School for Girls	Al Thumama, Doha Municipality	Vacant Land	27,752	50010317	750	90



Figure 13: Holistic Site Map



3. LEGAL MATTERS

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

3.1 The Tenders Law and Executive Regulations

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

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

3.2 Tender Committee

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

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

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

3.3 Consortia

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

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

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

In each MoU constituting a Consortium, each Consortium must designate one Consortium Member as the Consortium Leader as the chief point of contact and manager of that Consortium. The Consortium Leader must be experienced in similar developments and hold a minimum equity stake of thirty five per cent (35%) of the Project Company for a minimum period of time to be specified at a later stage. Each other Consortium Member is required to have at least a five per cent (5%) equity interest in the Consortium. Prior to submitting the SOQ, each Consortium Member shall execute a power of attorney granting the Consortium Leader the power to represent the other Consortium Members for purposes of the Procurement Process and submit a copy thereof in its SOQ.

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

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

3.4 Foreign Investment

The provisions of Qatari law, including conduct of business rules, the foreign investment laws and the Commercial Companies Law, must be complied with in respect of the participation of non-Qatari companies in the Project and the incorporation of the Project Company. Respondents must satisfy themselves in respect of the requirements of Qatari law and the availability of any exemptions under it.

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

Further, in accordance with Article 33 of the Executive Regulations, the tender conditions, the drafts of the contracts to be concluded with non-Qatari companies for the execution of works or the provision of services inside the State of Qatar, except for consultancy services, shall bind these companies to rely on the local markets for not less than thirty percent (30%) of the total

contract value, without prejudice to the conditions and the specifications on which the contracting was based.

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

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

3.5 Project Company Legal Form

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

3.6 Land Matters

A rental amount to be paid by the Project Company for the use of the Project site will be set by the Authority and communicated to Qualified Respondents during the RFP Stage and will not be the subject of competition between Bidders who submit Proposals. It is expected to be a nominal amount considering the nature of the Project and is expected not to exceed one [1] Qatari Riyal per square meter per site per annum.

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

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

3.7 Governing Law and Jurisdiction

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

4. COMMERCIAL AND FINANCIAL MATTERS

4.1 Financing Responsibility

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

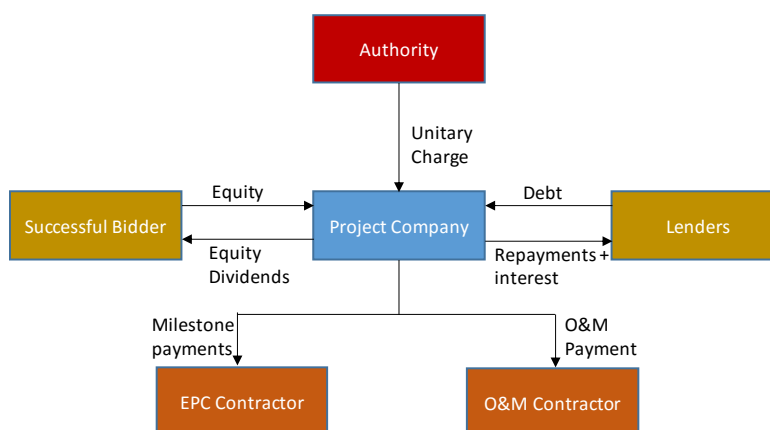
4.2 Project Term

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

4.3 Revenue Parameters and Payment Mechanism

The Authority will pay a monthly payment to the Project Company based on the availability of the Facilities and the standard of services provided.

The Project Agreement will contain a deduction mechanism that applies to reduce the payment due to Project Company should parts of the Facilities be unavailable or should the Project Company fail to meet the performance standards specified in the Project Agreement. An indicative diagram of the expected structure of the Project is shown below:



4.4 Risk Assessment

A Project risk assessment exercise has been undertaken to determine the allocation of risks between the Authority and the Project Company. Risks have been considered and identified across all phases of the Project including pre-financial close, construction, mobilisation, operation, maintenance, and expiry and key risks have been quantified. The allocation of risks established during this exercise is in line with common practice for PPP projects and this will be reflected in

the Project Agreement to be released with the RFP. As a general matter, risks associated with the design, build, finance and operation of the Project will be transferred to the Project Company whilst risks associated with user demand, change in law and Project site availability will be retained by the Authority.

4.5 Transfer of the Project

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

5. PROCUREMENT PROCESS

5.1 Indicative Project Timeline

Stage of Procurement Process	Indicative Date
Issue of RFQ	January 2020
Issue of RFP	March 2020
Submission of Proposals	August 2020
Selection of Preferred Bidder	October 2020
Commercial and Financial Close	January 2021

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

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

5.2 Clarification Process

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

The Authority shall share all clarifications requests and responses with all interested parties.

5.3 Submission and Evaluation of SOQs

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

5.4 RFP Stage

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

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

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

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

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

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

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

5.5 Site Visit and Pre-bid Conference

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

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

5.6 Changes to Composition of Consortia

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

The Authority may, in its absolute discretion and with no liability, approve or deny a change to a Qualified Respondent's composition or structure, considering the Authority's objective of achieving a competitive procurement process that is fair to other Qualified Respondents. Without limiting the foregoing, the Authority may refuse to approve a change to the Respondent's composition or structure if, following a re-assessment of the amended Respondent using the evaluation criteria described in Section 9:

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

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

6. SUBMISSION INSTRUCTIONS

6.1 The Authority's Requirements

Application for pre-qualification is open on an individual basis to all entities with a strong track record, which are engaged in the education and real estate sectors or to a Consortium in which at least one entity has such record and qualifications. For the avoidance of doubt, entities that are not engaged in the education or real estate sectors (e.g. financial investors) are invited to submit applications for pre-qualification as Consortium Members comprising part of a Consortium where at least one other Consortium Member has the requisite experience.

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

Each Consortium must designate one Consortium Member as the Consortium Leader as chief point of contact and manager of that Consortium in the MoU such Consortium submits as part of its SOQ. The equity composition of each Consortium must satisfy all other requirements set forth in Clause 3.3. For the avoidance of doubt, any SOQ submitted by a Respondent that is a Consortium must include an MoU for such Consortium which shall expressly designate the Consortium Leader and the equity composition of such Consortium as amongst its constituent Consortium Members.

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

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

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

6.2 Format of SOQs

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

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

of Clauses 3.3 and 6.1 and powers of attorney from each Consortium Member (other than the Consortium Leader) as required by Clause 6.1;

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

6.3 Submissions of SOQs

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

Engineering Services Department Manager
Public Works Authority
P.O. Box 22188, Doha, State of Qatar
Facsimile No.: +974 44950777
Email: esd.tenders@ashghal.gov.qa

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

Statement of Qualification for The Qatar Public Private Partnership Schools Developments Program – Package 2

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

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

6.4 Bid Bond

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

6.5 Consortium Agreement

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

6.6 Grounds for Disqualification

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

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

6.7 Law and Language

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

7. INFORMATION REQUIRED FROM RESPONDENTS

Each SOQ is required to include the following sections:

- Section One: Executive Summary
- Section Two: Corporate Structure
- Section Three: Financial Capability
- Section Four: Technical Capability
- Section Five: Legal Matters
- Section Six: Additional Capabilities
- Section Seven: Availability of Experienced Resources
- Section Eight : Appendices
 - *Appendix I (Receipt Confirmation)*
 - *Appendix II (Submission letter)*
 - *Appendix III (Confidentiality Agreement)*
 - *Appendix IV (Declaration)*
 - *Appendix V (Anti-Corruption Declaration)*
 - *Appendix VI (Expression of Interest Acknowledgment Form)*

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

7.1 Section One: Executive Summary

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

- each Consortium Member;
- the name and contact details of the Consortium Leader;
- envisaged use of EPC and O&M sub-contractors (if known);
- experience in similar projects;
- quality assurance system certificates (such as ISO); and
- comments on the Project structure or Procurement Process (if any), approach to the PPP and integration of deliverables [(no more than 500 words)].

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

7.2 Section Two: Corporate Structure

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

7.2.1 Respondent’s Structure and Composition

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

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

Composition of the Consortium:

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

Table 2: Composition of Consortium

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

- Additionally, the applying Consortium will need to submit:
 - an MoU or consortium agreement signed by all Consortium Members in compliance with Clauses 3.3 and 6.1;
 - a list of the Respondent’s representatives (of each Consortium Member, if applicable); and
 - a power of attorney from each Consortium Member (other than the Consortium Leader) in favour of the Consortium Leader in compliance with Clause 3.3.

7.2.2 Respondent’s Basic Details

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

Table 3: Respondent's Basic Details

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

7.2.3 Respondent’s Authorised Representative

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

Table 4: Respondent’s Authorised Representative

Name	
Organisation	
Position	
Address	
Telephone	
Fax	
Email	

7.2.4 Organisational Structure

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

7.3 Section Three: Financial Capability

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

7.3.1 Financial Standing

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

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

Table 5: Financial Standing

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

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

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

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

7.3.2 Experience of Raising Finance and Providing Equity

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

Table 6: Finance Raising Experience

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

7.4 Section Four: Technical Capability

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

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

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

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

7.4.1 Design Experience for Schools

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

Table 7: Design Experience for Schools

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

Information required	Response – Project 1	Response – Project 2	Response – Project 3
Name of senior professional staff of the firm involved in the project			
Client reference who can be contacted as reference for the information provided on the Project:			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

The Respondent is allowed to submit more than three (3) projects under this section. In such case, the Respondent will be evaluated based on the three (3) projects that best demonstrate the relevant experience, as determined by the GTC.

Where a Respondent (or in case of a Consortium, any combination of Consortium Members) states that it withdrew from a project it should provide an explanation of the reasons therefor.

7.4.2 Construction Experience for Schools

The Respondent shall provide details of any construction experience that the Respondent (or in case of a Consortium, any combination of Consortium Members) has in respect of school developments, whether procured as a PPP or otherwise, as per the following template:

Table 8: Construction Experience for Schools

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

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

The Respondent is allowed to submit more than three (3) projects under this section. In such case, the Respondent will be evaluated based on the three (3) projects that best demonstrate the relevant experience, as determined by the GTC.

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

7.4.3 Facilities Management Experience for Schools Developments

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

Table 9: Facilities Management Experience for Schools Developments

Information required	Response – Project 1	Response – Project 2	Response – Project 3
Name of Project			
Name of Client:			
Type of Project (i.e. DBFOMT, EPC, BOT, BOO, etc.)			

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

The Respondent is allowed to submit more than three (3) projects under this section. In such case, the Respondent will be evaluated based on the three (3) projects that best demonstrate the relevant experience, as determined by the GTC.

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

7.4.4 Other Relevant Design Experience

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

Table 10: Other Relevant Design Experience

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

The Respondent is allowed to submit more than three (3) projects under this section. In such case, the Respondent will be evaluated based on the three (3) projects that best demonstrate the relevant experience, as determined by the GTC.

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

7.4.5 Other Relevant Construction Experience

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

Table 11: Other Relevant Construction Experience

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

The Respondent is allowed to submit more than three (3) projects under this section. In such case, the Respondent will be evaluated based on the three (3) projects that best demonstrate the relevant experience, as determined by the GTC.

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

7.4.6 Other Relevant Facilities Management Experience

The Respondent shall provide details of any facilities management experience that the Respondent (or in case of a Consortium, any combination of Consortium Members) has in respect of other relevant projects (PPP or otherwise) in the last five years, as per the following template:

Table 12: Other Relevant Facilities Management Experience

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

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

The Respondent is allowed to submit more than three (3) projects under this section. In such case, the Respondent will be evaluated based on the three (3) projects that best demonstrate the relevant experience, as determined by the GTC.

Where a Respondent (or in case of a Consortium, any combination of Consortium Members) states that it withdrew from a project it should provide an explanation of the reasons therefor.

7.5 Section Five: Legal Matters

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

The Respondent shall also provide details of any material (with materiality being defined as a matter with the amount in controversy equal to or exceeding USD 200,000 or the equivalent) litigation or other legal proceedings (pending, threatened, or determined) relating to any of the projects listed pursuant to Sections 7.4 above. The SOQ should describe any relevant matters and, if a Respondent is a Consortium, which Consortium Members are concerned. Such matters will be considered as part of the overall technical evaluation.

7.6 Section Six: Additional Capabilities

7.6.1 PPP Experience in Project Company Role

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

Table 13: PPP Experience in Project Company Role

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

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

The Respondent is allowed to submit more than three (3) projects under this section. In such case, the Respondent will be evaluated based on the three (3) projects that best demonstrate the relevant experience, as determined by the GTC.

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

7.6.2 Previous Relationships with the Government of Qatar

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

Table 14: Experience with Government of Qatar

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

The Respondent shall describe their approach towards managing potential risks and mitigation plans for the Project (i.e. not general risk management) as per the following format:

Table 15: Risk Management Approach and Experience

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

7.7 Section Seven: Availability of Experienced Resources

The Respondent shall also describe the availability of experienced administrative and technical resources within the Respondent for the management of the Consortium from publication of the RFP through to financial close, including identification of potential candidates or individuals to undertake key roles (e.g., bid director etc.), and their expected workload at the time of executing the Project. Such description shall demonstrate the following resources:

- **Leadership and management resource at a Project Company level** (maximum 2 A4 pages), including:
 - brief demonstration of project leadership and management organization; and
 - potential key personnel, with a brief summary of relevant experience and capacity for each identified individual.
- **Technical resource in relation to school development** (maximum 1 A4 page), including:
 - description of design, construction and facility management teams, with a brief summary of relevant experience and capacity for each team.
- **Resource availability in Qatar** (maximum 1 A4 page), including
 - brief description of available resource in the State of Qatar to deliver relevant services; and
 - elaboration on how such resource will be sufficient to meet programme requirements and provide continuity throughout the Project.

7.8 Section Eight: Appendices

7.8.1 Additional Forms

Each SOQ shall be accompanied by a signed Submission Letter, Confidentiality Agreement, Declaration form and Anti-Corruption Declaration form as attached in Clauses 9.2, 9.3, 9.4 and 9.5. These forms must be signed by the Respondent and each Consortium Member (where the Respondent is a Consortium). In addition, if required pursuant to Clauses 6.2 and 6.5, the Respondent shall submit a MoU and powers of attorney in favour of the Consortium Leader.

Bidders are strongly advised to read the instructions in Clauses 9.2, 9.3, 9.4 and 9.5 and comply with them in all respects. Failure to submit a Submission Letter, Confidentiality Agreement, Declaration Form or Anti-Corruption Declaration Form in strict compliance with the applicable instructions is grounds for rejection of a Respondent's SOQ.

7.9 Exchange Rate

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

Table 16: Exchange Rate

Base Currency	Exchange Rate Used	Source of the Exchange Rate	Date of the Exchange Rate

8. EVALUATION

8.1 Evaluation Methodology

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

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

SOQs will be evaluated through a 2 stage process:

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

The minimum threshold requirements are set out as follows:

No	Criteria	Minimum Threshold to be Considered for RFQ Evaluation	Applicable to
1	Legal	The Respondent has provided a signed Declaration.	Respondent or each Consortium Member
2	Financial Strength of the Respondent	The Consortium should have an average minimum tangible net worth of USD 50 m (or equivalent) in the past three years.	Respondent or Consortium
3	Experience and Track Record in Raising Finance	The Respondent should have experience in project finance for at least one education/real estate project in the last 5 years.	Respondent or Consortium
4	PPP Experience	The Respondent should have carried out at least one project with a PPP type structure in the last 5 years.	Respondent or Consortium
5	Design Experience	The Respondent should have experience in designing at least one building (education, health, or real estate) with a minimum GFA of 10,000 sqm in the last 5 years.	Respondent or Consortium
6	Construction Experience	The Respondent should have experience in constructing at least one building (education, health, or real estate) with a minimum GFA of 15,000 sqm in the last 5 years.	Respondent or Consortium
7	Facilities Management	The Respondent should have experience of FM for at least one building (education, health, or real estate) with a minimum GFA of 15,000 sqm in the last 5 years.	Respondent or Consortium
8	Regional Experience	The Respondent should have construction or facilities management experience for at least one similar project within the region in the last 5 years (refer to defined term "Regional Experience").	Respondent or Consortium

Qualifying score: Pass/Fail

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

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

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

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

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

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

8.2 Evaluation Criteria

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

Table 17: SOQ Evaluation Criteria

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
Consortium Profile	20%	a) Clear allocation of roles and responsibilities between different Consortium Members of the Respondent (in the case of Consortium) b) Respective Consortium Member's risk management capabilities for each role	20	Respondent or Consortium

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
		<ul style="list-style-type: none"> c) Respondent's suitability to the Qatar PPP Schools Program d) Respondent's local presence in the region e) Respondent's previous experience with the government of Qatar f) Respondent's experience in working together on similar projects (in the case of Consortium). 		
Financial and Market Standing	30%	<ul style="list-style-type: none"> a) Respondent and each Consortium Member's financial strength to undertake a long term Project of this nature. b) Respondent and each Consortium Member's experience and track record in raising limited recourse finance for projects of similar nature and complexity. <p>The above criteria can be met through the parent company of a Respondent or Consortium Member provided that such entity is (i) majority owned and (ii) majority management controlled by its parent. In case the Respondent wishes to meet the financial requirement through the parent company, confirmation of the parent company's willingness to supply a parent company guarantee as part of the response to the RFP is required.</p>	30	Respondent or Consortium
Technical	50%	<ul style="list-style-type: none"> a) Relevant experience in PPP projects regionally** and internationally over the last 5 years (10%). b) Relevant experience of the Respondent in design or design management of school and similar developments in the State of Qatar and the region** over the last 5 years (10%). c) Relevant experience of the Respondent in construction or construction management of schools and similar facilities in the State of Qatar and the region** over the last 5 years (10%). d) Relevant experience of the Respondent in facilities management of school and similar developments in the State of Qatar and the region** over the last 5 years (10%). e) Availability of resources with sufficient technical capability to design, construct, operate, commission and maintain the project (10%) 	50	Respondent or Consortium

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
		** refer to defined term “Regional Experience”.		
Total	100%			

Qualifying score: 70%

8.3 Notices of Pre-Qualification

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

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

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

9. APPENDICES

9.1 Appendix I - Receipt Confirmation Form

(To be submitted by interested parties on receipt of this RFQ)

Request for Qualifications – **The Qatar Public Private Partnership Schools Development Program – Package 2**

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

INTERESTED PARTY'S CONTACT INFORMATION

Name of Company:-----

Street Address:-----

City/Postal Zip Code:-----

Province/State and Country:-----

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

Contact Person:-----

E-mail Address:-----

9.2 Appendix II - Submission Letter

- 1. This Submission Letter must be signed by the Respondent (and, where applicable, each Consortium Member composed within the Respondent).*
- 2. By executing this Submission Letter, the Respondent (and, where applicable, each Consortium Member) agrees to the provisions of the RFQ and this Submission Letter.*
- 3. The Respondent shall take care to ensure it has appropriately completed or revised all bracketed items in this Submission Letter form.*

[LETTERHEAD OF Consortium Member/ Respondent]

To:

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

In consideration of the Public Works Authority and the Ministry of Education (the "Authority") agreeing to consider responses in accordance with the terms of the **Request For Qualifications for The Qatar Public Private Partnership Schools Development Program – Package 2** (the "RFQ"; capitalised terms used but not defined in this letter have the meanings given to them in this RFQ), [name of the Respondent] [the Consortium consisting of [insert Consortium Members]] (the "Respondent") [and, each a "Consortium Member"] hereby agrees, confirms and acknowledges, on its own behalf and, where applicable, on behalf of each Consortium Member, that:

1. Response to the RFQ

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

2. Acknowledgements with Respect to the RFQ

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

3. Evaluation of SOQs

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

4. Respondent's Authorised Representative

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

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

9.3 Appendix III - Confidentiality Agreement

1. *This Confidentiality Agreement must be signed by the Respondent (and, where applicable, each Consortium Member composed within the Respondent).*
2. *The Respondent shall take care to ensure it has appropriately completed or revised all bracketed items in this Confidentiality Agreement form.*

[LETTERHEAD OF Consortium Member/ Respondent]

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

[DATE]

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

Dear Sirs

We are considering bidding for the right to design, finance, build, operate and maintain and transfer **The Qatar Public Private Partnership Schools Development Program – Package 2** (the "Project"), as further described in the RFQ. In consideration of you agreeing to make available to us certain information, by our signature of this letter we agree as follows (acknowledged and agreed by you by your signature of a copy of this letter):

Definitions

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

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

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

1. Confidentiality Undertaking

We undertake (a) to keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraph 2 below and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to our own confidential information; (b) to use the Confidential Information only for the Permitted Purpose; and (c) to use all reasonable endeavours to ensure that any person to whom we pass any Confidential Information (unless disclosed under paragraph 2(d) below) acknowledges and complies with the provisions of this letter as if that person were also a party to it.

2. Permitted Disclosure

You agree that we may disclose Confidential Information:

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

3. Notification of Required or Unauthorised Disclosure

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

4. Return of Copies

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

5. Continuing Obligations

The obligations in this letter are continuing and, in particular, shall survive the termination of any discussions or negotiations between you and us. Notwithstanding the previous sentence,

the obligations in this letter shall cease (a) if we become a party to a project agreement in respect of the Project (in which case the provisions stated therein shall prevail); or (b) twelve (12) months after we have returned all Confidential Information supplied to us by you and destroyed or permanently erased all copies of Confidential Information made by us (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).

6. No Representation; Consequences of Breach, etc.

We acknowledge and agree that:

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

7. No Waiver; Amendments, etc.

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

8. Inside Information

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

9. Governing Law and Jurisdiction

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

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

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

Yours faithfully

.....

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

We acknowledge and agree to the above:

.....

For and on behalf of:

The Authority

9.4 Appendix IV - Declaration

1. *This Declaration form must be signed by the Respondent / each Consortium Member composed within the Respondent.*
2. *The Respondent shall take care to ensure it has appropriately completed or revised all bracketed items in this Declaration form.*

[LETTERHEAD OF Lead Consortium Member / Respondent]

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

[DATE]

Dear Sirs,

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

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

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

Signature: _____

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

9.5 Appendix V - Anti-Corruption Declaration

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

[LETTERHEAD OF Consortium Member / Respondent]

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

1. Anti-Corruption

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

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

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

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

2. General

The Consortium Member /Respondent acknowledges that:

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

- c. Striking the Consortium Member /Respondent's name from the register of approved Developers/Contractors/Consultants/Supplier for a certain period or permanently.

Signature:

Name:

Date:

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

Duly authorised to sign this Anti-Corruption Declaration for and on behalf of: **[Respondent and where Respondent is a Consortium, each Consortium Member (each Consortium Member should submit separate Anti-Corruption Declarations)]**

9.6 Appendix VI - Expression of Interest Acknowledgement Form

Project Title:	THE QATAR PUBLIC PRIVATE PARTNERSHIP SCHOOLS DEVELOPMENT PROGRAM – PACKAGE 2
Project ID No.:	BP 2020 S 003 G

We _____ hereby acknowledge receipt of the **Request for Qualification** Documents for the above noted project.

Please be informed that:

- We confirm that we are interested in the above project and wish to submit a Statement of Qualification.
- We confirm that this Expression of Interest does not bind the Public Works Authority to invite us to submit Request for Proposal later on.
- We decline to submit a Statement of Qualification for the following reasons:
 - Insufficient time to respond
 - Current workload does not permit us to respond at this time
 - Others (*please specify in the space below*)

Having declined to submit the Statement of Qualification:

- Please remove our name from the list of potential Respondents
- Please retain our name on the list of potential Respondents

Authorised Representative: _____

Title: _____

Date: _____