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Qatar Deserves The Best

هيئة الأشغال العامة  
PUBLIC WORKS AUTHORITY

## **REQUEST FOR QUALIFICATION**

### **THE QATAR PUBLIC PRIVATE PARTNERSHIP SCHOOLS DEVELOPMENT PROGRAM – PACKAGE 1**

**PROJECT ID: BA 2019 C 001 G**

**QUALIFICATION PROCEDURES  
AND SERVICE REQUIREMENTS**

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

**February 2019**

# TABLE OF CONTENTS

<b>1</b>	<b>GENERAL INFORMATION .....</b>	<b>4</b>
1.1	Disclaimer .....	4
1.2	Terms and Conditions of the RFQ.....	5
1.2.1	<i>Responsibility for Costs .....</i>	<i>5</i>
1.2.2	<i>No Contract.....</i>	<i>5</i>
1.2.3	<i>Authority’s Right to Cancel or Vary.....</i>	<i>5</i>
1.2.4	<i>Conflicts of Interest.....</i>	<i>6</i>
1.2.5	<i>Confidentiality.....</i>	<i>6</i>
1.2.6	<i>Ownership and Copyright.....</i>	<i>6</i>
1.3	Purpose of the RFQ .....	7
1.4	Structure of the RFQ.....	7
<b>2</b>	<b>PROJECT BACKGROUND .....</b>	<b>8</b>
2.1	Qatar PPP Schools Development Program .....	8
2.2	Introduction to the Project .....	8
2.3	Key Project Objectives .....	9
2.4	Project Scope.....	9
2.4.1	<i>School Buildings .....</i>	<i>9</i>
2.5	Outline Scope of Services.....	10
2.5.1	<i>School Buildings .....</i>	<i>10</i>
2.6	Details of the Project Sites.....	11
<b>3</b>	<b>LEGAL MATTERS.....</b>	<b>17</b>
3.1	The Tenders Law Regulating Tenders and Auctions (Law No. 24 of 2015)(the “Tenders Law”) and Qatar Cabinet Decision No. 22/2016 (the “Executive Regulations”).....	17
3.2	Tender Committee .....	17
3.3	Consortia .....	18
3.4	Foreign Investment .....	18
3.5	Project Company Legal Form.....	19
3.6	Land Matters .....	19

3.7	Governing Law and Jurisdiction .....	19
<b>4</b>	<b>COMMERCIAL AND FINANCIAL MATTERS.....</b>	<b>20</b>
4.1	Financing Responsibility .....	20
4.2	Project Term.....	20
4.3	Revenue Parameters and Payment Mechanism.....	20
4.4	Risk Assessment.....	21
4.5	Transfer of the Project.....	21
<b>5</b>	<b>PROCUREMENT PROCESS .....</b>	<b>22</b>
5.1	Indicative Project Timeline .....	22
5.2	Clarification Process .....	22
5.3	Submission and Evaluation of SOQ(s) .....	22
5.4	RFP Stage.....	22
5.5	Site Visit and Pre-bid Conference.....	23
5.6	Changes to Composition of Consortia .....	23
<b>6</b>	<b>SUBMISSION INSTRUCTIONS.....</b>	<b>24</b>
6.1	The Authority's Requirements.....	24
6.2	Format of SOQ(s).....	24
6.3	Submissions of SOQ(s).....	25
6.4	Bid Bond .....	25
6.5	Consortium Agreement .....	25
6.6	Grounds for Disqualification.....	26
6.7	Law and Language.....	26
<b>7</b>	<b>INFORMATION REQUIRED FROM RESPONDENTS .....</b>	<b>27</b>
7.1	Section One: Executive Summary .....	27
7.2	Section Two: Corporate Structure .....	27
7.2.1	<i>Respondent's Structure and Composition .....</i>	<i>28</i>
7.2.2	<i>Respondent's Basic Details .....</i>	<i>29</i>
7.2.3	<i>Respondent's Authorised Representative.....</i>	<i>30</i>
7.2.4	<i>Organisational Structure.....</i>	<i>30</i>
7.3	Section Three: Financial Capability .....	30
7.3.1	<i>Financial Standing .....</i>	<i>30</i>
7.3.2	<i>Experience of Raising Finance and Providing Equity .....</i>	<i>32</i>

7.4	Section Four: Technical Capability .....	34
7.4.1	<i>Design and Construction Experience for Schools</i> .....	34
7.4.2	<i>Other Relevant Design and Construction Experience</i> .....	36
7.4.3	<i>Other Relevant Facilities Management Experience</i> .....	37
7.5	Section Five: Legal Matters .....	38
7.6	Section Six: Additional Capabilities .....	38
7.6.1	<i>Project Management Experience</i> .....	38
7.6.2	<i>Previous Relationships with the Government of Qatar</i> .....	39
7.6.3	<i>Risk Management Capability</i> .....	39
7.7	Section Seven: Availability of Experienced Resources .....	40
7.8	Section Eight: Appendices .....	40
7.8.1	<i>Additional Forms</i> .....	40
7.9	Exchange Rate .....	40
<b>8</b>	<b>EVALUATION .....</b>	<b>41</b>
8.1	Evaluation Methodology .....	41
8.2	Evaluation Criteria .....	42
8.3	Notices of Pre-Qualification .....	43
<b>9</b>	<b>APPENDICES .....</b>	<b>45</b>
9.1	Receipt Confirmation Form .....	45
9.2	Submission Letter.....	46
9.3	Confidentiality Agreement.....	48
9.4	Declaration .....	52

## Definitions

Ashghal	The Public Works Authority;
Authority	Collectively, Ashghal, the MoEHE, and the MoF and any other Government entity or ministry participating in any respect in this Procurement Process, and the MoEHE from the execution date of the Project Agreement;
Bidder	Qualified Respondents submitting a response to the RFP;
DBFOMT	A form of PPP contract wherein a private player receives a concession from the private or public sector Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) a facility;
Consortium	Unincorporated joint venture or other contractual arrangement between international and/or Qatari companies formed for the purpose of bidding on and, if successful, performing jointly and severally any obligations required of Developer to deliver the Project.;
Consortium Leader	The member of the Consortium chosen by the Consortium to represent the Consortium before the Authority both during the Procurement Process and during delivery of the Project;
Developer	The Successful Bidder that enters into the Project Agreement with the Authority;
EPC	Engineering Procurement and Construction;
Executive Regulations	Qatar Cabinet Decision No. 22/2016 Issuing the Executive Rule of the Law Organising Tenders and Auctions Issued by the Qatar Law No. 24/2015;
Facilities	The eight schools to be developed as part of the Project, as further described in Section 2 of this RFQ;
FM	Facilities Management;
MOCI	Qatar Ministry of Commerce and Industry;
MoEHE	Qatar Ministry of Education;
MoF	Qatar Ministry of Finance

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MoU	A Memorandum of Understanding document signed between the different Consortium Members clearly stating the Consortium Leader;
NPQ	Notice of Pre – qualification;
PPP	Public Private Partnership;
Preferred Bidder	The company or Consortium 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;
Project	The PPP project to design, building, financing, facility management and transfer of the Facilities in accordance with the Project Agreement;
Project Agreement	The contract that will be executed between the MoEHE and Project Company in respect of the Project;
Project Company	The "special purpose company" ("SPC") formed by the successful Preferred 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;
Qualified Respondent	Any Respondent that is qualified to be invited to purchase the RFP and submit a Proposal;
QSE	Qatar Stock Exchange;
QAR	Qatari Riyal;
Qualified Respondent	Any Respondent that is qualified to be invited to purchase the RFP and submit a Proposal pursuant to, and in accordance with the RFP;
Respondent	Any company or consortium that submits a Response to the RFQ;
RFP	The Request for Proposal document for the Project;
RFP Stage	The stage of the Procurement Process from the release of the RFP for Qualified Respondents to the selection of a Preferred Bidder;
RFQ	The Request for Qualification document for the Project;
RFQ Stage	The stage of the Procurement Process from the release of this RFQ to the publication of the shortlist of Qualified Respondents;

Sites	The sites allocated for the Project as described in more detail in Section 2.6;
SOQ	Statement of Qualification. A response to this RFQ setting out the qualifications of the Respondent to participate in the RFP stage of the Procurement Process;
Tenders Law	Qatar Law No. 24/2015 On the Issuance of the Law Regulating Tenders and Auctions;
Transaction Adviser	Collectively, PricewaterhouseCoopers, Eversheds LLP and Mott MacDonald acting as advisers to the Authority;
USD	United States Dollar;
Days	shall mean calendar days, including weekends and public holidays.

# 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 (“RFQ”).

The information contained in this document has been compiled by the Authority, on behalf of the Government of the State of Qatar, with the assistance of PwC, Mott MacDonald and Eversheds LLP (together the “Transaction Adviser”) to assist interested parties in pre-qualifying to receive a Request for Proposal (“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 any potential investment. 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 Government of the State of Qatar’s current and future development plans.

The Authority reserves the right, in its absolute discretion, at any stage of the Procurement Process and without notice, to, subject to the provisions of the Tenders Law and Executive Regulations, terminate further participation in the Procurement Process by any party, 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 to by any participants in the Procurement Process and/or in relation to the RFQ.

The Authority reserves the right, in its absolute discretion, at any stage and without notice, to terminate further participation in the process by any party, to change the structure, terms and conditions and timing of the tender process, to refuse entry to a particular party to the next stage of the process, to amend the information contained in this RFQ or to terminate the tender process itself. The Authority, the Government or the Transaction Advisor shall have no responsibility or liability for any costs, expenses, other liabilities or implications incurred to by any participants in the tender process and/or in relation to the RFQ. The Authority reserves the right, in its absolute discretion, to reject any or all of the SOQ(s), proposals or other submissions and / or to terminate a Respondent’s further participation at any time prior to the execution of the Project Agreements. Neither issuance of this RFQ nor issuance of the RFP or any other document or request by or on behalf of the Authority at any time will oblige the Authority, Government of the State of Qatar to



enter into any agreement or impose any liability on any of them other than assumed pursuant to the Project Agreements when executed.

Neither the Government, the Authority nor any of its representatives shall be under any obligation to return any SOQ submitted by any Respondent or to reimburse any Respondent for any cost or expense, whether incurred in preparing its SOQ or to any other request from the Authority, the Government, its Transaction Adviser 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 in the form of Appendix I). 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 Agreements 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 Adviser) be liable for any costs or expenses borne or incurred by any Respondent or any of its advisers in the pre-qualification process, and whether the Authority decides to amend the investment opportunity or decide not to proceed with it.

### **1.2.2 No Contract**

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

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

Subject to the Tenders Law and Executive Regulations, this RFQ does not commit the Authority (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 and/or the terms of the business opportunity described in this RFQ;

- amend, terminate or suspend any element of the Procurement Process, including by extending any date, time period or deadline provided for in this RFQ;
- reject or disqualify any or all SOQ(s) 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 SOQ(s) or enter into negotiations for this Project with third parties; and/or
- proceed with the Project and/or work of a similar nature in some other manner or not at all.

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

The Authority is concerned to avoid any 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 Section 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 Section 6.3) as soon as the same is identified by the Respondent.

#### **1.2.5 Confidentiality**

Companies and consortia 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.

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

All documentation supplied by the Authority and/or its advisers in relation to the Project is and shall always remain the property of the Authority or its 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 and/or its advisers rests exclusively with the Authority or its 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 and/or a Proposal.

All SOQ(s) submitted to the Authority shall become the property of Authority on the date submitted.

### 1.3 Purpose of the RFQ

The Ministry of Education and Higher Education of the State of Qatar, in cooperation with, the MoF, and Ashghal (collectively the "Authority") is embarking on the development of eight new schools as a PPP project to upgrade, expand the current education facilities in Qatar and respond to the increasing demand for rehabilitation services.

The Authority has appointed a team of advisers comprised of PricewaterhouseCoopers (lead adviser), Mott MacDonald and Eversheds LLP to act as "Transaction Adviser" for the Authority on this Project.

The purpose of this RFQ is to invite interested parties to indicate their interest in, and qualifications for, the Project. Following receipt of SOQ(s), 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 the RFQ.

### 1.4 Structure of the RFQ

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

- **Section 2 - Project Background:** this section provides a brief background and 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 a Respondent as part of its SOQ;
- **Section 8- Evaluation:** this section describes the evaluation process that the Evaluation Committee will undertake in order to prepare a short list of Respondents who will be qualified to participate in the RFP Stage; and
- **Section 0- Appendices:** this section provides additional documents and forms that are relevant to the 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 above objective, the contracting Authority has identified 45 schools to be implemented under a PPP framework. The 45 schools are divided into 6 packages, each consisting of 6-8 schools.

Each package will be implemented as a separate PPP Project. Expected dates for each of the packages is detailed below.

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

Package	Number of Schools	Proposed RFQ Date	Proposed Delivery date
Package 1	8 schools	February 2019	July 2021
Package 2	6-8 schools	July 2019	December 2021
Package 3	6-8 schools	February 2020	July 2022
Package 4	6-8 schools	July 2020	December 2022
Package 5	6-8 schools	February 2021	July 2023
Package 6	6-8 schools	July 2021	December 2023

### 2.2 Introduction to the Project

The main components of Package 1 (the Project) are 8 new schools (4 secondary, 2 preparatory & 2 primary).

The Project is envisaged to be a Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) Project by capable private sector developers that have international and / or regional experience in developing and managing similar education / real estate projects. Ancillary operations such as cleaning, ICT infrastructure, security, and other Facilities Management services will also be included. That said, all teaching and school administration activities will remain the responsibility of the 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 facilities management services ("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 8 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 ever rising demand in education sector driven by growth in schoolgoing population;
- Supporting human and social development;
- Supporting urgent need to build more 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 Buildings

The Qatar PPP Schools Development Program – Package 1 Project includes the development of 8 schools. The schools type range from primary to secondary schools. A summary of the required school facilities is provided below:

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
01	Secondary School	Girls	Al Wakra	25,141	90080019	750	90
02	Preparatory School	Boys	Al Khisa / Rawadat Al Hamam	29,375	70101923	750	90
03	Secondary School	Girls	Umm Salal Mohammed	19,426	71440253	750	90
04	Preparatory School	Girls	Bu Fesseela	27,543	71510018	750	90
05	Primary School	Girls	Al Wukair	29,717	91040718	750	90
06	Secondary School	Boys	Al Khisa/ Rawadat Al Hamam	38,659	70210100	750	90
07	Primary School	Boys	Al Wukair	33,885	91040717	750	90
08	Secondary School	Girls	Rawdat Al Naisar	24,693	53570007	750	90

The Authority has developed design requirements for the schools, which will be utilized in the development of output specifications to be provided in the RFP stage. The successful bidder will be responsible for the design and construction and operations of the schools.

## 2.5 Outline Scope of Services

The final scope of services for the Developer will be defined as the Project output specifications. Further details will be provided during the RFP Stage.

The scope of services currently being considered for the Developer includes following:

### 2.5.1 School Buildings

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

Service	Definition	Responsibility
<b>Facilities Management (FM)</b>	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 schools), 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 Facilities Management services, as a minimum: <ul style="list-style-type: none"> <li>• Management Services;</li> <li>• Buildings, Installations and Asset Management Services;</li> <li>• Grounds Maintenance Services;</li> <li>• ICT and Telecommunications Infrastructure;</li> <li>• Security Management Services;</li> <li>• Health and Safety Management Services;</li> <li>• Energy and Utilities Management Services;</li> <li>• Caretaking and Site supervision;</li> <li>• Waste Management; and Pest Control.</li> </ul>
<b>Catering</b>	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.
<b>Security</b>	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.
<b>Furniture provision</b>	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 <b>will be</b> responsible for the provision of fixed furniture. The Developer <b>will not be</b> responsible for the provision of loose furniture.  The Developer <b>will be</b> responsible for the maintenance of fixed furniture. The

		Developer <b>will not be</b> responsible for the maintenance of loose furniture. However, the Authority reserves the right to alter this during the concession period.
<b>ICT provision</b>	ICT includes the audio/ video equipment for the classrooms; computers as well as respective infrastructure.	<p>The Developer <b>will be</b> responsible for providing the necessary infrastructure needed for ICT like wiring, fibre optics etc. The Developer <b>will not be</b> responsible for procuring loose IT equipment.</p> <p>The Developer <b>will not be</b> responsible for maintaining loose IT equipment. However, the Authority reserves the right to alter this during the concession period.</p>

The Authority is responsible for teaching and designing the curriculum. Detailed scope of services will be part of the RFP documentation.

**2.6 Details of the Project Sites**

The sites for the schools, have been selected by the Ministry of Education and have been approved and allocated by the Ministry of Municipality and Environment (“MME”).

It shall be the Developers responsibility to obtain all necessary approvals for the schools.

It shall be the Developers 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 schools. 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 with vacant possession having been cleared by the Authority. The Consortium 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. It is expected that no major ‘above ground’ demolition works shall be necessary, however the Bidder shall review and confirm this during their Site visits.

Below are aerial pictures of the selected sites for each facility.



Figure 1: Al Wakra Secondary School for Girls

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
01	Secondary School	Girls	Al Wakra	25,141	90080019	750	90

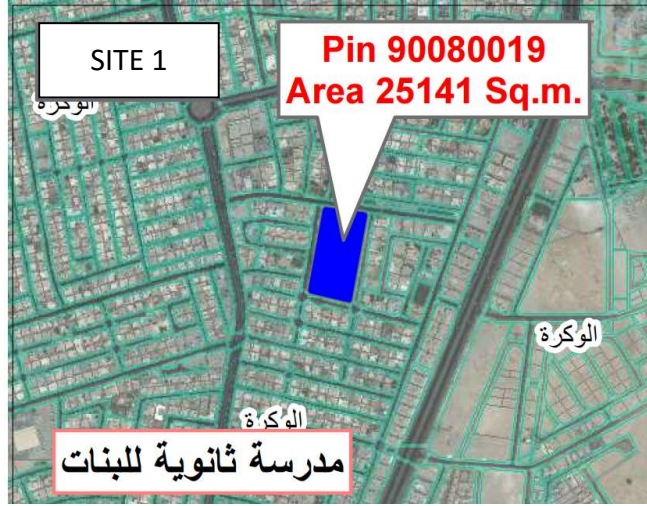


Figure 2: Al Khisa / Rawadat Al Hamam Preparatory School for Boys

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
02	Preparatory School	Boys	Al Khisa / Rawadat Al Hamam	29,375	70101923	750	90





Figure 3: Umm Salal Mohammed Secondary School for Girls

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
03	Secondary School	Girls	Umm Salal Mohammed	19,426	71440253	750	90



Figure 4: Bu Fesseela Preparatory School for Girls

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
04	Preparatory School	Girls	Bu Fesseela	27,543	71510018	750	90



Figure 5: Al Wukair Primary School for Girls

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
05	Primary School	Girls	Al Wukair	29,717	91040718	750	90



Figure 6: Al Khisa/ Rawadat Al Hamam Secondary School for Boys

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
06	Secondary School	Boys	Al Khisa/ Rawadat Al Hamam	38,659	70210100	750	90



Figure 7: Al Wukair School Primary School for Girls

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
07	Primary School	Boys	Al Wukair	33,885	91040717	750	90



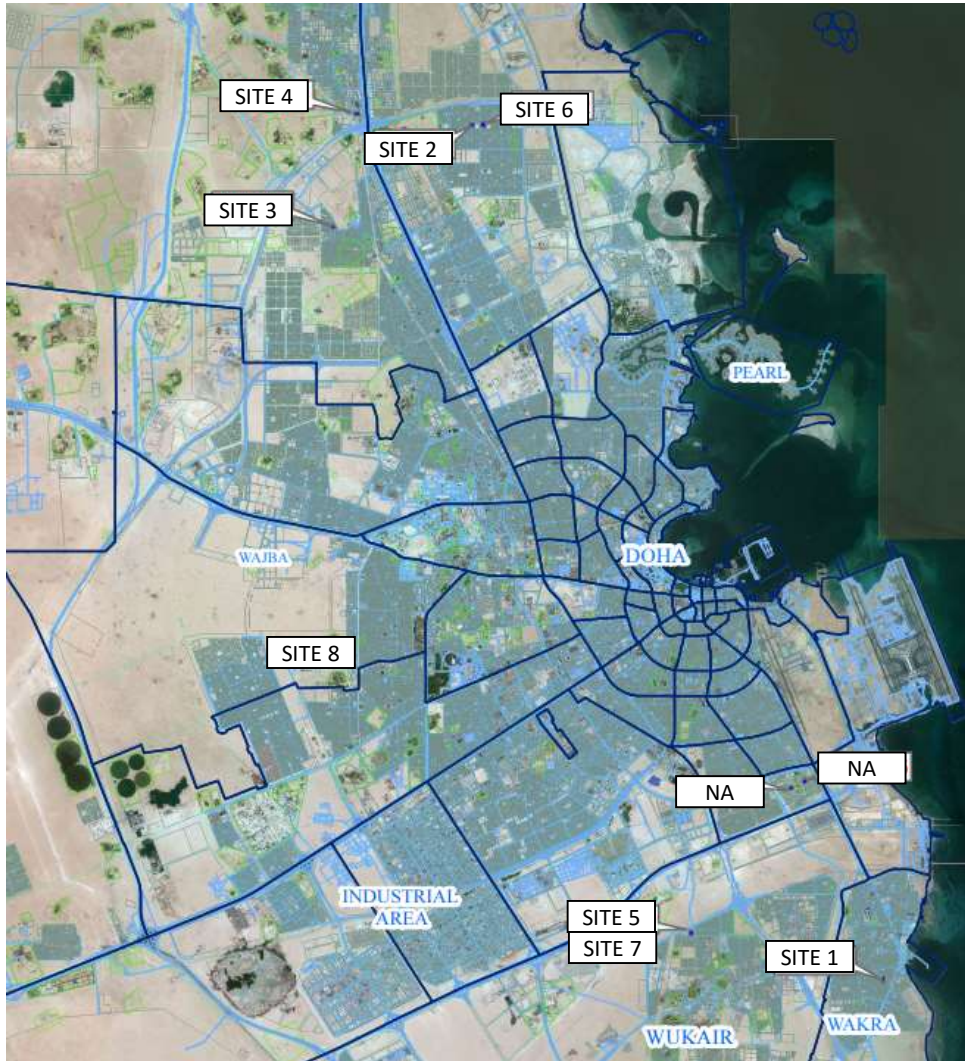
Figure 8: Rawadat Al Naisar Secondary School for Girls

School	Type	Gender	Location	Approx. Site Area (Sq.m)	Pin	Total No. of Students	Total No. of Staff
08	Secondary School	Girls	Rawadat Al Naisar	24,693	53570007	750	90





Figure 7: 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, Respondent should make itself aware of all applicable laws and regulations which are relevant to this Project.

### **3.1 The Tenders Law Regulating Tenders and Auctions (Law No. 24 of 2015)(the “Tenders Law”) and Qatar Cabinet Decision No. 22/2016 (the “Executive Regulations”)**

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

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

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

- 1) Ensuring that this Procurement Process is conducted in accordance with the Tenders Law and Executive Regulations;
- 2) Approving the list of qualified Respondents to be invited to participate in the RFP;
- 3) With the assistance of relevant departments and/or committees within the Authority, 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 Regulations, and the specific evaluation criteria for this Procurement Process as communicated in the RFP; and
- 4) Studying and evaluating any requests for amendment of the Project Agreement, and providing guidance and/or approval, as the case may be, on the same.

Respondent is encouraged to become familiar with the Executive Regulations in order to learn more about the role of the Authority in this Project.

### **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 contract with the objective of implementing the Contract.

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 company comprised within the Consortium.

In the contractual document forming the Consortium, each participating Consortium should designate a "Consortium Leader" as chief point of contact and manager of that Consortium. The Consortium Leader must be experienced in the education sector and hold a shareholding of at least [35]% of the Consortium's ownership stake in the Project Company for a minimum period of time to be specified at a later stage. Consortium Leader should be the largest shareholder in the Project Company. Each other entity within a Consortium is required to have at least a [5]% equity interest in the Consortium. Prior to submitting the SOQ, the Consortium members shall execute a Power of Attorney granting the Consortium Leader the power to represent the other Consortium members for purposes of the Procurement Process.

Where an SOQ is submitted by a Consortium, the Authority shall evaluate the qualifications and capabilities of each Consortium Member separately and then the Consortium as whole to determine whether or not, together, 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 member, which has the relevant experience.

Following submission of the SOQ, should entities within a Consortium 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 successful Bidder in this Procurement Process, they shall form a local entity prior to execution of the Project Agreement to carry out the Project.

### **3.4 Foreign Investment**

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

In accordance with Article (70) of the Executive Regulations, by participating in the Procurement Process, Respondent acknowledges and agrees that, if it is a non-Qatari company and is chosen

as successful Bidder, it shall be registered in the Commercial Register or shall appoint a local agent within fifteen (15) days from the day following the execution of the Project Agreement.

Further, in accordance with Article (33) of the Executive Regulations, the conditions of the tenders and draft contracts to be concluded with non-Qatari companies shall stipulate an obligation on non-Qatari companies to rely on the domestic market by not less than thirty percent (30%) of the total amount of the contract, without prejudice to the conditions and specifications contracted upon accordingly.

The domestic market participation percentage shall include each of the raw materials, the materials manufactured locally, the transport services, security, guarding and procurement services and any other services provided by local companies for the implementation of the contract.

Compliance with the above Qatari domestic market participation requirements for non-Qatari bidders under Article (33) of the Executive Regulations may be excluded from compliance only by express consent of the Minister of Finance, upon recommendation of the heads of the Authority, due to the nature and specificity of the required items, works or services 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 Qatar 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 bidders during the RFP Stage and will not be the subject of competition between the bidders. It is expected to be a nominal value considering the nature of the Project.

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

The lease term to be specified in the Project Agreement shall have been approved by the Authority as an exception to Article (87) 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, building, financing, facility management and transfer of the Project. Financing for the Project, including debt and equity financing, will be the sole responsibility of the Project Company. It is anticipated that the RFP will require that bidders provide evidence of support from equity and debt providers towards providing financing for this Project.

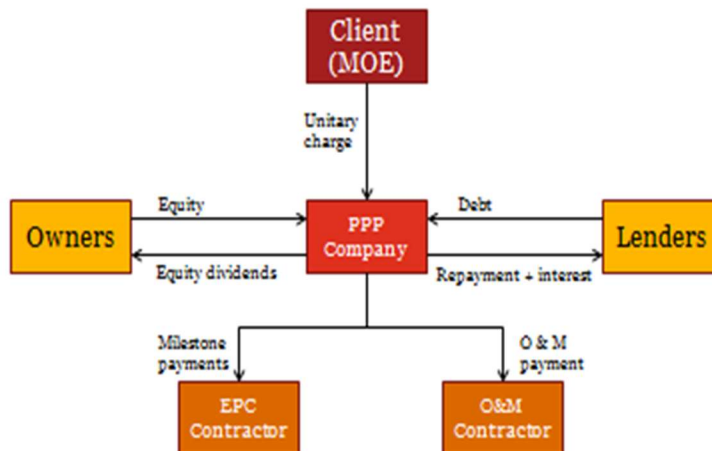
### 4.2 Project Term

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

### 4.3 Revenue Parameters and Payment Mechanism

The 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 and/or should the Project Company fail to meet the performance standards specified in the Project Agreement. Outline Project structure is shown below:





#### **4.4 Risk Assessment**

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

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

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

## 5. PROCUREMENT PROCESS

### 5.1 Indicative Project Timeline

Stage of Procurement Process	Indicative Date
Issue of RFQ	February 2019
Issue of RFP	April 2019
Submission of Proposals	July 2019
Selection of Preferred Bidder	November 2019
Commercial and Financial Close	February 2020

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

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

### 5.2 Clarification Process

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

The Authority shall share all clarifications requests and responses with all bidders.

### 5.3 Submission and Evaluation of SOQ(s)

SOQ(s) must be submitted 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 Tender Committee for their 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 Agreements;
- 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, Authority will outline in detail the documentation required to be submitted by Bidders. 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 notes that Bidders will be responsible for costs incurred in preparing their bids.

### **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 Adviser;
- 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 submission of the RFQ, a Respondent shall not make any change to the Consortium Members that compose the Respondent and/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 Respondent (including its qualifications and capabilities).

The Authority may, in its absolute discretion and with no liability, grant, or refuse to grant approval for a change to a Respondent's composition and/or structure, considering the Authority's objective of achieving a competitive procurement process that is fair to other Qualified Respondents. Without limiting the above, 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 0:

- the change would, in the Authority's judgement, result in a weaker Respondent than the Respondent described in the relevant SOQ; and/or
- the evaluation of the amended Respondent would rank the amended Respondent lower than another Respondent that had not been qualified.

Further details on the process for requesting and approvals of changes to Consortia 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 a strong track record and is engaged in the education or real estate sectors. For the avoidance of doubt, entities that are not engaged in the education/ real estate sectors (e.g., financial investors) are permitted to submit applications for pre-qualification, if they form part of a Consortium where at least one member has the requisite education/ real estate sector experience.

If two or more entities associate themselves in a Consortium, each entity must submit the documentation required by this RFQ (outlined in Section 7).

Each Consortium should designate a Consortium Leader as chief point of contact and manager of that Consortium. The Consortium Leader must be experienced in developing similar projects and hold a shareholding of at least [35] % percent of the Consortium's ownership stake in the Project Company for a minimum period of time to be specified at a later stage. Each other entity within a Consortium is required to have at least a [5] % percent equity interest in the Project Company.

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

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

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

### 6.2 Format of SOQ(s)

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

- all SOQ(s) shall be written in "English";
- all SOQ(s) shall contain the information required by Section 7 and shall include signed "Submission Letter", "Confidentiality Letter" and Declaration forms (see Appendix);
- all SOQ(s) (hard copies) shall be presented in A4 lever arch files;

- all SOQ(s) (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 SOQ(s)**

The deadline for the submission of completed SOQ(s) is **1:00PM (Doha Local Time) on 10 March 2019**. SOQ(s) shall be sent or delivered in sealed envelopes to the following address:

Manager of Contracts Department  
Public Works Authority  
P.O. Box 22188, Doha, State of Qatar  
**Email: [contracts@ashghal.gov.qa](mailto:contracts@ashghal.gov.qa)**

SOQ(s) 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 1**

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

The Authority reserves the right, at its discretion and with no liability, not to consider any SOQ received after the SOQ submission deadline. Respondents shall bear the risk and responsibility of ensuring that their SOQ is received before the SOQ submission deadline, including the SOQ's clearance of customs.

### **6.4 Bid Bond**

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

### **6.5 Consortium Agreement**

A Respondent that is a Consortium is not required to submit a detailed consortium agreement as part of its response; however an MoU is required at this stage.

### **6.6 Grounds for Disqualification**

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

- the Respondent (or any Consortium Member) is insolvent or there is evidence that the Respondent (or Consortium Member) is likely to become insolvent;
- the Respondent (or any Consortium Member) has been convicted of a criminal offence relating to the conduct of his/her business or profession;
- the Respondent (or any Consortium Member) has committed an act of grave misconduct in the course of 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 country in which it is established or is not a member of an organisation in that relevant country when the law of that relevant country prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- the Respondent (or any Consortium Member) is not registered on the professional or trade register of the relevant 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 Authority or the procuring authority on any other project;
- where the Respondent has failed to comply with any requirement of the RFQ and/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 and/or fails to meet the Authority submission requirements which have been notified to Respondents;
- where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Respondent (or any Consortium Member); and
- where the Respondent (or any Consortium Member) has been 'blacklisted' by the Qatari Government.

### **6.7 Law and Language**

The language of SOQ(s) 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 SOQ(s) and all other documents relating to the Project (including the Project Agreement) shall be governed by 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); and*
  - *Appendix IV (Declaration).*

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

### 7.1 Section One: Executive Summary

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

- Consortium Members including 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 should provide an MoU signed by each the authorised representatives of the Consortium Leader and each other Consortium Member.

### 7.2 Section Two: Corporate Structure

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

**7.2.1 Respondent’s Structure and Composition**

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

- A company profile (provide for all members in case of a Consortium);
- Description of the firm’s main lines of business (provide for all members in case of a Consortium);
- Firms’ office locations both internationally and in the GCC (provide for all members in case of a Consortium);
- Respondent’s constitutive documents (e.g. Memorandum and/ or Articles of Association, or equivalent), including amendments; and
- Respondent’s Corporate Deed (or Certificate) of Incorporation including amendments, if any, accompanied by a certification from the Commercial Register (or an equivalent government agency thereof) from the jurisdiction of its incorporation.

**Composition of the Consortium:**

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

**Table 2: Composition of Consortium**

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

- Additionally, the applying Consortium will need to submit:
  - An MoU or Consortium Contract signed by all members of the Consortium.
  - A list of firm’s representatives (provide for all members in case of Consortium).



**7.2.2 Respondent’s Basic Details**

The Respondent is required to provide Contact Information in the below table:

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

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

**7.2.3 Respondent’s Authorised Representative**

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

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

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

**7.2.4 Organisational Structure**

The Respondent shall provide an organisation chart showing internal relationships between Consortium Members 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, then this shall be clearly stated.

**7.3 Section Three: Financial Capability**

The following financial information shall be provided by the Respondent and where Respondent is a Consortium, the Consortium Leader:

**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) all Consortium Members and (3) any parent company or ultimate holding company that is reasonably likely to provide a guarantee, indemnity or undertaking in support of any equity that the Respondent and/or any Consortium Member is expected to provide:

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

Table 5: Financial Standing

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

Parent company information (to be provided only in case the Respondent wishes to meet the financial requirement through the parent company). 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. Parent company financial information (if applicable) should be provided as in the table below:

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

### 7.3.2 Experience of Raising Finance and Providing Equity

The Respondent shall provide details of any experience that the Respondent (or any combination of Consortium Members) has in respect of raising finance and providing equity for 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 their experience with projects of a similar nature as the Project, either as owner, operator or EPC contractor, including reference projects that are currently under construction.

Projects should include both international and regional assignments wherever applicable. Focus should be on projects conducted during the previous five years and on projects implemented internationally and in the GCC.

Any missing fields in the form below may lead to elimination from the Project.

In case of a consortium, please develop a separate section for each Consortium Member with a clear front cover for each consortium member, mentioning the name of the firm and its role in the consortium (in both soft and hard copy submissions).

Assignments with incomplete assignment details will not be accepted.

**7.4.1 Design and Construction Experience for Schools**

The Respondent shall provide details of any design and construction experience that the Respondent (or any combination of Consortium Member) has in respect of school developments (PPP or otherwise), as per the following template:

**Table 7: Design and 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			

Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Client reference who can be contacted as reference for the information provided on the Project:</b>			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or any combination of Consortium Members) states that it withdrew from a project then reasons for withdrawing should also be stated.

#### **7.4.2 Facilities Management Experience for Schools Developments**

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

**Table 8: Facilities Management Experience**

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

Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Client reference who can be contacted as reference for the information provided on the Project:</b>			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or any combination of Consortium Members) states that it withdrew from a project then reasons for withdrawing should also be stated.

#### **7.4.2 Other Relevant Design and Construction Experience**

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

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

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



Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Client reference who can be contacted as reference for the information provided on the Project:</b>			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or any combination of Consortium Member) states that it withdrew from a project then reasons for withdrawing should also be stated.

### 7.4.3 Other Relevant Facilities Management Experience

The Respondent shall provide details of any facilities management experience that the Respondent (or 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 10: Other Facilities Management Experience**

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

Information required	Response – Project 1	Response – Project 2	Response – Project 3
<b>Client reference who can be contacted as reference for the information provided on the Project:</b>			
Name:			
Position:			
Tel:			
Email:			
Organisation:			

Where a Respondent (or any combination of Consortium Member) states that it withdrew from a project then reasons for withdrawing should also be stated.

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

The Respondent shall include in the SOQ a Declaration in the form provided in Appendix 8.7.

The Respondent shall also provide details of any material (being a sum equal or greater to US\$ 200,000 or 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 the Consortium Members concerned. Such matters will be considered as part of the overall technical evaluation.

### **7.6 Section Six: Additional Capabilities**

#### **7.6.1 Project Management Experience**

The Respondent shall provide a list of previous education/ real estate or other relevant projects where the Respondent (or any combination of Consortium Members) was responsible for project management at "project company" level, as per the following format:

**Table 11: Project Management Experience**

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

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

Respondents are free to submit any other information they feel would be useful to Authority in respect of its evaluation of their corporate structure, organisational, technical or financial capability and experience in no more than 500 words.

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

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

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

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

**7.6.3 Risk Management Capability**

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

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

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

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

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

**7.8 Section Eight: Appendices**

**7.8.1 Additional Forms**

Each SOQ shall be accompanied by a signed Submission Letter, Confidentiality Agreement and Declaration form as attached in Section 8.5, 8.6 and 8.7. These forms must be signed by the Respondent and each Consortium Member (where the Respondent is a Consortium).

**7.9 Exchange Rate**

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

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

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(s) will be carried out by the Authority. The Authority may be assisted by other individuals as it requires, including technical, financial, legal and/ or advisers or employees of the Authority and related public entities.

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

SOQ(s) will be evaluated through a 2 stage process:

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

The minimum threshold requirements are set out as follows:

No	Criteria	Minimum Threshold to be Considered for RFQ Evaluation	Applicable to
1	<b>Legal</b>	The Respondent has provided a signed Declaration.	Respondent or each Consortium Member
2	<b>Financial Strength of the Respondent</b>	The Consortium Leader should have a minimum tangible net worth of USD 50 m (or equivalent) in each of the past three years.	Respondent or Consortium Leader
3	<b>Experience and Track Record in Raising Finance</b>	The Respondent should have experience in raising more than USD 100 m of project debt for at least one education/real estate project.	Respondent or Consortium
4	<b>PPP Experience</b>	The Respondent should have carried out at least one project with a PPP type structure.	Respondent or Consortium
5	<b>Design Experience</b>	The Respondent should have experience in designing at least one building (education, health, or real estate) with a minimum GFA of 10,000 sqm	Respondent or Consortium
6	<b>Construction Experience</b>	The Respondent should have experience in constructing at least one building (education, health, or real estate) with a minimum GFA of 15,000 sqm	Respondent or Consortium
7	<b>Facilities Management</b>	The Respondent should have experience of facilities management for at least one building (education, health, or real estate) with a minimum GFA of 15,000 sqm	Respondent or Consortium
8	<b>Regional Experience</b>	The Respondent should have construction or facilities management experience for at least one similar project within the GCC.	Respondent or Consortium

**Qualifying score: Pass/Fail**

SOQ(s) 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 SOQ(s), 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 SOQ(s);
- seek clarification of an SOQ from any or all Respondents and rely on and consider such supplementary information in the evaluation of SOQ(s); 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 SOQ(s).

Following the evaluation of SOQ(s), the Authority will submit such evaluation together with a recommended shortlist of Qualified Respondents to the Tender Committee for approval.

Following the Tender Committee’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 SOQ(s) by applying the following evaluation criteria to the information contained in each SOQ pursuant to, and in accordance with, Section 7. Each Consortium Leader and Consortium should demonstrate in the SOQ that they collectively have the ability to undertake the Project. Compliance with the minimum threshold requirements (set out in Section 8.1 above) is a must. If the Respondent has satisfied the minimum requirements, the SOQ would be evaluated further.

**Table 15: SOQ Evaluation Criteria**

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
<b>Consortium Profile</b>	<b>20%</b>	a) Clear allocation of roles and responsibilities between different Consortium Members b) Respective Consortium Member’s reputation for each role c) Respective Consortium Member’s risk management capabilities for each role d) Respondent’s suitability to the Qatar PPP Schools Program e) Respondent’s local presence in the region f) Respondent’s previous experience with Government of Qatar	<b>20</b>	<b>Respondent or Consortium</b>

Area of Evaluation	Weight	Evaluation Criteria	Maximum Score	Applicable to
		g) Respondent's experience in working together on similar projects		
<b>Financial and Market Standing</b>	<b>30%</b>	<p>a) Respondent and each Consortium Member's financial strength to undertake a long term Project of this nature.</p> <p>b) Respondent and each Consortium Member's experience and track record in raising limited recourse finance for projects of similar nature and complexity.</p> <p>The above criteria can be met through the parent company of a Respondent or Consortium Member provided that such entity is (i) majority owned and (ii) majority management controlled by its parent. In case the Respondent wishes to meet the financial requirement through the parent company, confirmation of the parent company's willingness to supply a parent company guarantee as part of the response to the RFP is required.</p>	<b>30</b>	<b>Respondent or Consortium</b>
<b>Technical</b>	<b>50%</b>	<p>a) Relevant experience in PPP projects regionally and internationally over the last 5 years <b>(10%)</b>.</p> <p>b) Relevant experience of the Respondent in design of school and similar developments in Qatar and the region over the last 5 years <b>(10%)</b>.</p> <p>c) Relevant experience of the Respondent in construction of schools and similar facilities in Qatar and the region over the last 5 years <b>(10%)</b>.</p> <p>d) Relevant experience of the Respondent in facilities management of school and similar developments in Qatar and the region over the last 5 years <b>(10%)</b>.</p> <p>e) Availability of resources of with sufficient technical capability to design, construct, operate and maintain the project <b>(10%)</b></p>	<b>50</b>	<b>Respondent or Consortium</b>
<b>Total</b>	<b>100%</b>			

**Qualifying score: 70%**

### **8.3 Notices of Pre-Qualification**

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

The Authority reserves the right, in its absolute discretion, to reject any or all of the SOQ(s), proposals or other submissions and/or to terminate a Respondent's further participation at any time prior to the execution of the Project Agreements. Neither issuance of this RFQ nor issuance of any other document or request by or on behalf of the Authority at any time will

oblige the Authority or its Transaction Adviser to enter into any arrangement or agreement or impose any liability on any of them other than assumed pursuant to the Project Agreements when executed. Authority reserves the right to contact any of the Respondents, if SOQ related inquiries exist.

Neither the Authority nor its Transaction Adviser 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 Adviser or otherwise.



# 9. APPENDICES

## 8.4 Receipt Confirmation Form

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

Request for Qualifications – Qatar PPP Schools Development Program – Package 1

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: [contracts@ashghal.gov.qa](mailto:contracts@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:-----

## 8.5 Submission Letter

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

### ***[Consortium Leader / Respondent's Letterhead]***

To:

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

In consideration of the 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 Schools Development Program PPP project (the "RFQ"), [name of the company] or [the consortium consisting of [insert members]] (the "Respondent") hereby agrees, confirms and acknowledges, on its own behalf and, where applicable, on behalf of each member of the consortium, that:

### **1. Response to the RFQ**

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

## 2. Acknowledgements with Respect to the RFQ

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

## 3. Evaluation of SOQ(s)

- a) the RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of the Authority is limited to consider SOQ(s) in accordance with, and subject to, the RFQ.

## 4. Respondent's Authorised Representative

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

**[Insert appropriate signature / execution blocks here - to be signed / executed by the Respondent or, where the Respondent is a Consortium, each Consortium Member]**

## 8.6 Confidentiality Agreement

[LETTERHEAD OF Consortium Leader/ 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 the Qatar Schools PPP Project (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

In this letter:

**"Confidential Information"** means any information relating to you or the Project provided to us by you or any of our affiliates or Transaction Adviser, 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 or (b) is known by us before the date the information is disclosed to us by you or any of your affiliates or Transaction Adviser 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 and 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 months after we have returned all Confidential Information supplied to us by you and destroyed or permanently erased all copies of Confidential Information made by us (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).

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

We acknowledge and agree that:

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

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

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

## **8. Inside Information**

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

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

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

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

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

Yours faithfully

.....

For and on behalf of **[Respondent and where Respondent is a Consortium, each Consortium Member]**

We acknowledge and agree to the above:

.....

For and on behalf of:

The Authority

## 8.7 Declaration

[LETTERHEAD OF Lead Developer/ 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, had our affairs administered by a court, entered into an arrangement with creditors or suspended business activities;
- b) been the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by a court for an arrangement with creditors;
- c) been convicted of an offence concerning its professional misconduct in the course of our business or profession;
- d) committed an act of professional misconduct in the course of our business or profession;
- e) not fulfilled our obligations relating to the payment of social security contributions in accordance with the laws of the country in which we are established or of the State of Qatar;
- f) not fulfilled our obligations relating to the payment of taxes in accordance with the laws of the country in which we are established or of the State of Qatar;
- g) violated the labour laws of Qatar; and
- h) issued proceedings or entered into litigation against Authority on any other projects.

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

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

For and on behalf of [Respondent and where Respondent is a Consortium, each Consortium Member]