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| **Ministry of Preschool and School Education of the Republic of Uzbekistan**  Request For Qualification  for Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan  (Tashkent Schools PPP Project) | | |
| Issued: 24 August 2023 | |  |
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Disclaimer

*The information contained in this Request for Qualification document or subsequently provided to the Potential Bidder(s), whether verbally or in documentary form ("****RFQ****") by or on behalf of the Ministry of Preschool and School Education of the Republic of Uzbekistan (“****Public Partner****”), with the facilitation of the Ministry of Economy and Finance of the Republic of Uzbekistan (the* ***"MEF"****) (if additional support is approved), or any of their respective representatives, officers, employees, consultants, agents or advisors ("****Representatives****"), is provided to each Potential Bidder who is interested in submitting its prequalification application (****"Application"****) on the terms and conditions set out in this RFQ and any other terms and conditions subject to which such information is provided.*

*This RFQ is neither an agreement nor an offer by the Public Partner, the MEF, or any of their respective Representatives, to Potential Bidders or any other person. The purpose of this RFQ is to provide Potential Bidders with information to assist the formulation of their Application.*

*This RFQ does not purport to contain all the information each Potential Bidder may require. This RFQ may not be appropriate for all persons and it is not possible for the Public Partner, the MEF, or any of their respective Representatives to consider the investment objectives, financial situation and particular needs of each person who reads or uses this RFQ. Certain Potential Bidders may have a better knowledge of the proposed Project than others. The assumptions, assessments, statements and information contained in the RFQ may not be complete, accurate or adequate. Each Potential Bidder should, therefore, conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and obtain independent advice from appropriate sources which may include but shall not be limited to their own independent financial, legal, accounting, tax, engineering, technical or other experts.*

*The Public Partner, the MEF and their respective Representatives:*

* *accept no responsibility for the accuracy or otherwise for any interpretation or opinion of law expressed in this RFQ;*
* *make no representation or warranty (express or implied) as to the accuracy, adequacy or completeness of this RFQ, the information contained herein, or any responses to requests for clarifications made by the Potential Bidders; and*
* *shall not be liable to any Potential Bidder, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including without limitation: the accuracy, adequacy, correctness, completeness or reliability of the RFQ or any information contained within it; any omission, mistake or error on the part of the Public Partner’s or MEF's and/or their Representatives’ responses to queries or requests for clarifications made by the Potential Bidders; or any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way from participating in the bidding process.*

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1. DEFINITIONS
   1. The following terms are defined for use in this RFQ:
      1. **"ADB"** means Asian Development Bank;
      2. **"ADB Sanctions List"** means ADB's published[[1]](#footnote-2) and unpublished list of all persons who are ineligible for participating in transactions financed by ADB;
      3. **"ADB’s Integrity Principles and Guidelines"** means the policy referred to at Section 8;
      4. **"ADB’s Anticorruption Policy"** means the policy referred to at Section 8;
      5. **"Addenda"** or **"Addendum"** means an amendment or supplement to this RFQ issued by the Public Partner to the Potential Bidders prior to the Due Date in accordance with the terms of [Section 3.7](#section37) and which shall, once issued, be read together with this RFQ;
      6. **"Affiliate"** means in relation to a Potential Bidders or Consortium Member, a person who controls, is controlled by, or is under the common control with such Potential Bidder or Consortium Member. The expression "control" means, with respect to a person or entity, the ability (directly or indirectly) to direct or cause the direction of the votes attaching to the majority of its issued shares or interests or carrying voting rights, or to appoint or remove or cause the appointment or removal of those of its directors (or equivalent officials) holding the majority of the voting rights on its board of directors (or equivalent body) or to otherwise direct its management and policies by operation of law or legal agreement;
      7. **"Appendix"** means the appendix to this RFQ;
      8. **"Application"** means the official qualification statement in electronic and paper format (including the Letter of Application and all the Forms and supporting documents and information required by this RFQ, as set out in Section 5.1), submitted by a Potential Bidder to the Public Partner in accordance with the terms of this RFQ for the purposes of being prequalified for the Project. The term Application shall mean both Electronic Application and Physical Application collectively or separately, as the context may require;
      9. **"Authority Communication Protocol"** means the mode of communication used by the Public Partner to communicate with Potential Bidders in respect of this RFQ, which includes posting the information to the Virtual Data Room and/or communicating in writing through email/letter but excludes oral communications;
      10. **"Authorized** **Representative"** has the meaning given in Section 4.1(b);
      11. **"Bid Bond"** means the security that needs to be submitted by a Prequalified Bidder at the time of submission of its Proposal pursuant to the RFP;
      12. **"Bidding Process"** means a tender process of selecting a Winning Bidder and a Reserve Winning Bidder in respect of the Project, which includes both the RFQ Stage and the RFP Stage;
      13. **"Category 1 Eligible Project"** has the meaning given in Section 4.3(c)(i)[;](#section_4_4_c_i)
      14. **["Categ](#section_4_4_c_i)ory 1 Eligible Projects Criteria"** has the meaning given in Section 4.3(d);
      15. **"Category 1 Eligible Projects Nominee"** has the meaning given in Section 4.3(c)(ii);
      16. **"Category 2 Eligible Project"** has the meaning given in Section 4.3(e)(i);
      17. **"Category 2 Eligible Projects Criteria"** has the meaning given in Section 4.3(e)(ii);
      18. **"Category 2 Eligible Projects Nominee"** has the meaning given in Section 4.3(e)(iii);
      19. **"Conflict of Interest"** has the meaning given in [Section 7](#Section7);
      20. **"Connected Person"** means any Affiliate of a Potential Bidder (or any Affiliate of any Consortium Member), any director, senior executive or senior manager of such Potential Bidder, Consortium Member or Affiliate of any of the foregoing, or any person having an ultimate beneficial interest of at least five per cent. (5%) of the share capital or ownership interest in such Potential Bidder, Consortium Member or Affiliate;
      21. **"Consortium"** is a group of corporations or business entities coming together to submit an Application;
      22. **"Consortium Member"** means any member of a Consortium (including a Lead Sponsor);
      23. **"Contract Performance Criteria"** shall mean the criteria set out in Section 4.3(b);
      24. **"Corrigenda"** or **"Corrigendum"** means a correction of any errors in this RFQ issued by the Public Partner to the Potential Bidders prior to the Due Date in accordance with the terms of [Section 3.7](#section37) and which shall, once issued, be read together with this RFQ;
      25. **"Day"** means a calendar day;
      26. **"Decision(s)"** means a decision adopted by the Government on 25 May 2023 under approval no. 03/1-765 approving the Project Concept and a decision adopted by the Government on 28 August 2020 under registered no. 07/1-1702 forming the Tender Commission;
      27. **"Decree"** means the Presidential Decree dated 25 May 2023 No PD-163 appointing the MPSE as a Public Partner, and approving certain regulatory requirements to the public school projects to be procured under the PPP modality;
      28. **"Disqualification"** has the meaning given to it in Section [6.3(c)](#section6_3_c);
      29. **"Due Date"** means the deadline for the submission of Electronic Applications specified in the Indicative Bidding Schedule in Section [3.2](#section_3_2);
      30. “**Electronic Application**” means the documents specified in Section [5.1](#section_5_1) submitted by Potential Bidder in electronic format through the VDR;
      31. **"Eligible Project"** has the meaning given in Section 4.3(c) and **"Eligible Projects"** means all or more than one of them (as the context requires);
      32. **"Eligible Project Nominee"** has the meaning given in Section 4.3(c)(ii);
      33. **"Eligible Projects Criteria"** means the Category 1 Eligible Projects Criteria or the Category 2 Eligible Projects Criteria (as the case may be);
      34. **"EPC"** means engineering, procurement and construction;
      35. **"Financial Nominee"** has the meaning given in Section 4.2(a);
      36. **"Financial Prequalification Requirements"** means the financial prequalification requirements to be satisfied by Potential Bidders, as set out in Section 4.2;
      37. **"Forms"** means forms 1 to 11 as set out in the Appendix and **"Form"** means any one of them;
      38. **"Fraudulent Practice"** has the meaning given to it in Section 8;
      39. **"Government"** means the Cabinet of Ministers of the Republic of Uzbekistan, as defined by the Law on the Cabinet of Ministers of the Republic of Uzbekistan dated December 10, 2019;
      40. **"Indicative RFQ Schedule"** has the meaning given to it in Section 3.2;
      41. **"Integrity Violation"** has the meaning given to it in Section 8;
      42. **"Lead Sponsor"** with respect to a Consortium means the Consortium Member: (i) who has entered into or will enter into an agreement with the remaining Consortium Members to have at least 26% (twenty-six per cent) equity shareholding in the Project Company; and (ii) who is authorized by all other Consortium Members to be responsible for the Bidding Process for the Project on behalf of the Consortium;
      43. **"Legal Prequalification Requirements"** means the legal prequalification requirements to be satisfied by Potential Bidders, as set out in Section 4.1;
      44. **"Legislation"** means any international (to the extent having direct effect in Uzbekistan), national, provincial or local law, order, rule, regulation, by-law, statutory order, statutory reversionary order, executive order, decree, policy, judicial decision, notification, administrative decision or other similar directive made pursuant thereto, or legally binding instruction, guideline, code or standard issued by an executive, legislative, judicial or administrative entity applicable in Republic of Uzbekistan, including in relation to any tax, as any of them may be amended from time to time;
      45. **"Letter of Application"** has the meaning given to it in Section 5.1(b);
      46. **"LoA"** means Letter of Award;
      47. **"Material Contract"** means a contract with a value in excess of USD 150,000;
      48. **"MEF"** means the Ministry of Economy and Finance of the Republic of Uzbekistan;
      49. **"MPSE"** means the Ministry of Preschool and School Education of the Republic of Uzbekistan;
      50. **"NDA"** means a non-disclosure agreement in the form attached as Annex A hereto that each Potential Bidder must sign and that governs confidentiality and access to the VDR for the Potential Bidder and its Authorized Persons (as defined in the NDA);
      51. **"Net Worth"** means the aggregate of: (i) subscribed and paid-up equity share capital; (ii) reserves; and (iii) aggregate value of accumulated profit and/or losses; less (iv) revaluation reserves; (v) miscellaneous expenditure not written off; and (vi) reserves not available for distribution to equity shareholders;
      52. **"Obstructive Practice"** has the meaning given to it in Section 8;
      53. **"O&M"** means operation and maintenance including the ongoing facilities management, upkeep, operations and maintenance of all buildings, installed building services, external areas, outdoor facilities and grounds, including both planned and un-planned maintenance and repairs of all facilities including but not limited to, electrical building services, mechanical building services, building fabric, IT, fire safety, fencing, security, cleaning, landscaping, hard external areas, soft external areas, waste management, etc;
      54. **"Package"** has the meaning given to it in Section 5.4;
      55. **"Physical Application"** means the documents specified in Section 5.1 submitted by Potential Bidders to the Public Partner in paper form;
      56. **"Physical Submission Deadline"** means the deadline for submission of Physical Applications specified in Indicative RFQ Schedule in Section [3.2](#section_3_2);
      57. **"Potential Bidder"** means any legal entity or Consortium that plans to submit an Application;
      58. **"PPP"** means Public Private Partnership as defined by the PPP Law;
      59. **"PPP Agreement"** or **"PPPA"** means the contract to be entered into by the Public Partner and the Winning Bidder and/or the Project Company for the implementation of the Project;
      60. **"PPP Law"** means the Public-Private Partnership Law No. ZRU-537 dated May 10, 2019, as amended by Law No. 669 dated 22 January 2021, with any subsequent amendments thereto;
      61. **"Pre-Application Meeting"** means a meeting held by the Public Partner with the Potential Bidders in relation to this RFQ, as described in Section 3.5;
      62. **"Prequalification Requirements"** means the Legal Prequalification Requirements, the Technical Prequalification Requirements and the Financial Prequalification Requirements and **"Prequalification Requirement"** means any one of them;
      63. **"Prequalified Bidder"** means a Potential Bidder that has satisfied all the Prequalification Requirements set out in Sections 4.1 to 4.3, as defined in Section [6.4](#section_6_4);
      64. **"Project"** has the meaning given in Section 2.1;
      65. **"Project Company"** means a special purpose company to be duly incorporated under the laws of the Republic of Uzbekistan by the Winning Bidder prior to execution of the PPP Agreement (and in any case no later than the time prescribed in the LoA) for the purposes of delivery of the Project in capacity of the private partner (**"Private Partner"**);
      66. **"Project Concept"** means a document, as may be amended from time to time, which was approved by the Cabinet of Ministers of the Republic of Uzbekistan on 25 May 2023 that lists specific features of the Project as required by the PPP Law;
      67. **"Proposal"** means a Prequalified Bidder's written offer in response to the terms and conditions set out in the RFP;
      68. **"Public Partner"** means MPSE appointed as such in accordance with the Decision;
      69. **"Public Partner's Representative"** means a representative designated by the Public Partner in accordance with the terms of Section [9.3](#section_9_3) as the person to whom all correspondence from a Potential Bidder to the Public Partner shall be addressed;
      70. **"Reference Project"** means a project submitted by the Potential Bidder for the purposes of satisfying the Eligible Projects Criteria as an Eligible Project;
      71. **"Rejection"** has the meaning given to it in Sections [6.3(b)](#section_6_3_b);
      72. **"Request for Proposal"** or **"RFP"** means the request for proposal document issued by the Public Partner in respect of the Project;
      73. **"Request for Qualification"** or **"RFQ"** means this request for qualification document issued by the Public Partner in respect of the Project;
      74. **“Reserve Winning Bidder”** means the Prequalified Bidder, whose Proposal is considered the second best after the Proposal of the Winning Bidder;
      75. **"Restrictive Practice"** has the meaning given to it Section 8;
      76. **"RFP Stage"** means the stage of the Bidding Process for the Project where the Pre-qualified Bidders prepare and submit their Proposals in response to the RFP.
      77. **"RFQ Stage"** means the stage of the Bidding Process for the Project where the Potential Bidders prepare and submit their Applications in response to this RFQ;
      78. **“Social Sector”** means education, health, or any other area of social services for the well-being of the residents of the country/city;[[2]](#footnote-3)
      79. **"Section"** means a section of this RFQ;
      80. **"Supplementary Information"** means any information, document or data, submission of which has not been required under this RFQ, and is requested from the Potential Bidders by the Tender Commission during the evaluation of Applications;
      81. **"Tashkent Time"** means Uzbekistan Standard Time, which is UTC/GMT +5 hours, no daylight-saving time, and which applies to the entire territory of Uzbekistan;
      82. **"Technical Prequalification Requirements"** means the technical prequalification requirements to be satisfied by Potential Bidders, as set out in Section 4.3(a);
      83. **"Tender Commission"** means a commission formed by the Public Partner and approved by the Government to evaluate the Applications and Proposals and select a Winning Bidder and a Reserve Winning Bidder;
      84. **"Tender Commission Representative"** means the representative designated by the Tender Commission as the person to whom all correspondence from a Potential Bidder to the Tender Commission shall be addressed;
      85. **"USD"** or **"US Dollar"** means the lawful currency of the United States of America;
      86. **"Uzbekistan"** means the Republic of Uzbekistan;
      87. **"UZS"** means Uzbek Soum, the lawful currency of Uzbekistan;
      88. **"Virtual Data Room"** or **"VDR"** refers to a confidential and restricted online web-based virtual data room provided by Ipreo Limited, an Affiliate of IHS Markit and located at [www.debtdomain.com](http://www.debtdomain.com) and providing certain information and documents relevant to the Project and this RFQ and allowing the Potential Bidders to upload their Electronic Application; and
      89. **"Winning Bidder"** means the Prequalified Bidder (whether in the form of a single entity or a Consortium) selected by the Tender Commission through a solicited competitive tender as prescribed in the PPP Law to implement the Project following evaluation of the Proposals submitted in respect to the RFP based on the pre-established evaluation criteria.
   2. In this RFQ, the following rules of interpretation apply:
      1. References to the RFQ include Annexes to the RFQ; provided, however, that in the event of any conflict between any provision in the body of the RFQ and anything in an Annex, the provision in the body of the RFQ shall prevail;
      2. A reference to a Form written with a capital letter is a reference to the corresponding Form to this RFQ;
      3. The words "including", "include", "in particular" shall not limit the sense of the words preceding or following those terms;
      4. Reference to one gender includes all genders and reference to the singular includes the plural and vice versa (unless otherwise required by the context of the RFQ);
      5. Reference to a person includes any company or corporation, partnership or unincorporated association (whether or not having separate legal personality);
      6. Reference to a provision of law is a reference to that provision as amended, extended or re-enacted and includes all laws and official requirements made under or deriving validity from it or enacting such modification;
      7. The RFQ is subdivided into Sections and a reference to any Section, without indicating a document is a reference to a relevant Section of this RFQ;
      8. Headings of Sections and paragraphs of this RFQ are for convenience only and shall not affect the interpretation or structure of this RFQ;
      9. A reference to any document includes amendments and modifications made thereto;
      10. In the event of any discrepancy between numbers in figures and those in words, numbers in words shall prevail;
      11. Unless otherwise required by the context, "month" means "calendar month";
      12. If the date of expiration of a specified period falls on a Day other than a business day in the Republic of Uzbekistan, the next business day shall be considered as the date of expiration of a specified period;
      13. The language which governs the interpretation of this RFQ is the English language. The Russian version may be used solely for reference / information purposes.
2. PROJECT OVERVIEW
   1. The Government of the Republic of Uzbekistan intends to develop thirteen (13) general primary and secondary education schools within the municipal borders of Tashkent City and Tashkent Region in PPP modality (the **"Project"**). The Project consists of new educational facilities for a total of 13,000 – 14,000 students in grade 1 to 11 of the public education system, corresponding to population in age 7 to age 18.
   2. The Project is initiated pursuant to the Presidential Decree dated 25 May 2023 No. PD-163 “On the establishment of public schools on the basis of public-private partnership in the Tashkent City and Tashkent Region in cooperation with the Asian Development Bank” (the **"Decree"**) and was confirmed by way of approval of the Project Concept and Decision(s).
   3. The Project will be structured under a Design, Build, Finance and Maintain (“**DBFM**”) PPP modality in line with clause 2 of the Decree. The PPPA will be governed by the PPP Law. The design, construction and performance standards of the Project shall be further provided in the RFP in consideration of and with emphasis on maintaining high quality education facilities throughout the entire Project duration. The education and teaching services will be provided by MPSE, in line with the public education system and curriculum requirement for the primary and secondary education. The PPPA will incorporate environment, social and gender considerations as part of the design, construction and performance standards.
   4. It is estimated that an individual school’s capacity shall be between 660 to 1,320 students with estimated gross built-up area of 5,000 - 8,000 square meter per school (dependent of the number of students), for a total of thirteen (13)[[3]](#footnote-4) general primary and secondary education schools located in the Tashkent City and the Tashkent Region.
   5. The Private Partner will be compensated for making the facilities available for the Public Partner to operate (“**Availability Payment**”). The Availability Payment will be calculated on an annual basis considering the investment amount and the maintenance cost of the education facilities, and is subject to adjustment based on the key performance indicators in PPPA in the context of maintaining the high quality of assets during the PPPA term. The Availability Payment is proposed to be paid by the state budget and to be annually indexed for macroeconomic changes as per the Decree. The proposed PPPA term is up to 30 (thirty) years[[4]](#footnote-5) including the construction period of a maximum 3 (three) years.
   6. ADB has been appointed as the transaction advisor by the Public Partner in respect of the Project.
   7. The Public Partner is pleased to invite Potential Bidders to submit Applications in response to this RFQ, so that the Tender Commission may evaluate those Applications and select the Prequalified Bidders be invited to respond to the RFP. As part of the RFP Stage, the Tender Commission will evaluate the Proposals submitted by the Prequalified Bidders and may select a Winning Bidder and a Reserve Winning Bidder.
   8. Potential Bidders should note that Uzbekistan has local producers of both construction materials and school furniture Procurement from such local producers is mandatory and is stipulated under the terms of the PPPA. The PPPA will be drafted to require a minimum local content requirement of 25% of goods, works and services to be procured locally during construction stage and 50% of staff to be hired locally for O&M services.

1. overview of the BIDDING PROCESS for the Project
   1. **Virtual Data Room**

The Bidding Process began with the public announcement of this RFQ on the official web-sites of the Public Partner and MEF, as well as in mass-media in accordance with the PPP Law.

The Public Partner has set up a Virtual Data Room for the Project to share documents and communicate with the Potential Bidders. All interested parties are required to execute an NDA (and Potential Bidders must require Authorized Persons (as defined in the NDA) to adhere to the confidentiality obligations set our therein) and to register via the VDR in order to access this RFQ, any Addenda or Corrigenda and related bid documents and to participate in the Bidding Process. Registration shall be performed in accordance with the instructions set out in the NDA. Potential Bidders shall refer to the form of the NDA in Annex A.

* 1. **The Bidding Process**

The Bidding Process will be governed by the PPP Law and the Legislation, in general. Notwithstanding anything contained in this RFQ, the Public Partner may annul the Bidding Process at any time without any notice, any liability or any obligation and without assigning any reasons thereof.

A two-stage Bidding Process has been adopted for this Project, in accordance with the PPP Law, comprising:

* + - 1. **Stage 1: RFQ Stage**
         1. During the RFQ Stage, the Potential Bidders will submit their Applications in accordance with the terms and conditions of this RFQ. The Applications shall be evaluated by the Tender Commission on the basis of the pre-determined Prequalification Requirements set out in [Section 4](#section_4).
         2. The RFQ Stage is complete once the Prequalified Bidders are identified by the Tender Commission on a “pass/fail” basis, and all Potential Bidders have been informed of the results of the RFQ Stage from the Public Partner through the Authority Communication Protocol.
         3. During the RFQ Stage, Potential Bidders shall be given access to the VDR subject to execution of the NDA. The VDR will contain this RFQ, any Addenda or Corrigenda, notice of invitation to the Pre-Application Meeting, clarifications, questions and responses, and other information for the RFQ Stage of the Bidding Process.
         4. Access to the VDR for Potential Bidders will be terminated at the end of the RFQ Stage,[[5]](#footnote-6) but Prequalified Bidders will continue using the same VDR for information sharing at the RFP Stage and will be notified of the publication of the RFP in the VDR.
      2. **Stage 2: RFP Stage**
         1. The RFP Stage is the competitive procurement process that follows the RFQ Stage and is intended to result in the selection of a Winning Bidder and a Reserve Winning Bidder. Only the Prequalified Bidders will be invited to submit Proposals during the RFP Stage. The RFP will provide details on the technical and financial Proposals required to be submitted.
         2. Submission of a Bid Bond will be required at the RFP Stage. The requirements to the form of a Bid Bond, its terms and condition, validity period and issuing bank will be specified in the RFP.
         3. Pursuant to the rules of the RFP, the Tender Commission will assess Proposals received from Prequalified Bidders and will take the decision on selection of a Winning Bidder and a Reserve Winning Bidder.
         4. The Public Partner will then seek to finalize and sign the PPPA with the Winning Bidder and/or Project Company to implement the Project.
         5. Should the PPPA not be signed by the date defined in the LoA, the Public Partner reserves the right to award the Project to the Reserve Winning Bidder, or to retender if the Reserve Winning Bidder declines to sign the PPP Agreement.
      3. **Tentative timeline**
         1. The Public Partner anticipates carrying out the RFQ Stage in accordance with the tentative timeline set out in Table 1 (**"Indicative RFQ Schedule"**). However, the Public Partner reserves the right to make changes to the Indicative RFQ Schedule, including extending the Due Date, if it deems it necessary. Potential Bidders will be notified of any change by an Addendum and/or Corrigendum to this RFQ.

**Table 1: Indicative RFQ Schedule**

| **Ref.** | **Activity** | **Cumulative weeks from the date of issue of RFQ** |
| --- | --- | --- |
| 1. | Issue of RFQ | T = 24 August 2023 |
| 2. | Pre-Application Meeting | T + 3 weeks |
| 3. | RFQ Clarification Requests Deadline | T + 5 weeks |
| 4. | **Due Date**: Deadline for submission of Electronic Applications | T + 8 weeks  **19 October 2023 at 18:00** Tashkent Time |
| 5 | Deadline for submission of Physical Applications to the Public Partner (Physical Submission Deadline) | T + 10 weeks |
| 6 | Announcement of Prequalified Bidders for RFP Stage | T + 12 weeks |

* 1. **Responsibility of Potential Bidders**

For the purposes of assessing and responding to this RFQ, each Potential Bidder should at its own cost:

* + 1. conduct its own investigation and analysis of the Project, the Legislation applicable to this RFQ, the Bidding Process and the Project;
    2. check the accuracy, reliability and completeness of the information in this RFQ and other information provided via the Virtual Data Room; and
    3. obtain independent advice from appropriate sources which may include but shall not be limited to its own independent financial, legal, accounting, tax, construction, engineering, technical or other experts.
  1. **Site Assessment**

The Potential Bidders will be allowed to conduct site studies and examinations at their own cost during the RFP Stage. The Public Partner will provide preliminary geotechnical survey results conducted by the Public Partner's advisor on a non-reliance basis at the RFP Stage.

* 1. **Pre-Application Meeting**
     1. Where practicable, a hybrid (physical and virtual) Pre-Application Meeting will be held by the Public Partner for Potential Bidders at the RFQ Stage. The time and venue of the Pre-Application Meeting will be notified to Potential Bidders using the Authority Communication Protocol. Only Potential Bidders shall be allowed to participate in the Pre-Application Meeting. The Public Partner may revise the date, time, venue and/or limit the number of representatives permitted to attend the Pre-Application Meeting. If the Public Partner makes any such change it will inform only Potential Bidders through the Authority Communication Protocol.
     2. Any presentation materials presented by the Public Partner at the Pre-Application Meeting will be uploaded to the Virtual Data Room. Any such presentation materials shall not in any event be construed as an agreement, understanding or an instruction by the Public Partner and nor shall they be binding on the Public Partner.
     3. The Public Partner may provide clarifications at the Pre-Application Meeting as it deems appropriate provided that any revision to the bid documents that may become necessary as a result of the Pre-Application Meeting, will be made by the Public Partner exclusively through the issue of an Addendum and/or Corrigendum in accordance with Section 3.7 and not through any clarifications given at the Pre-Application Meeting.
     4. The Public Partner further reserves the right to set up one or more follow-up meetings after the initial Pre-Application Meeting, if it deems it necessary.
  2. **Clarification Requests**
     1. Potential Bidders may submit, in writing, any question or request for clarification with regards to this RFQ for consideration by the Public Partner, via e-mail, copying the ADB, to the e-mail address set out in Section 9.3. Potential Bidders are encouraged to submit questions, requests for clarification and/or suggestions for consideration at least 3 (three) Days prior to the Pre-Application Meeting. Potential Bidders may submit questions, requests for clarification and/or suggestions for consideration after such date but prior to the date falling 10 (ten) Days prior to the Due Date. The Public Partner may, at its sole discretion, elect to accept any question or request for clarification submitted less than 10 (ten) Days prior to the Due Date.
     2. All clarifications should be sent to all the following email addresses:
        1. MPSE: [a.nishonov@uzedu.uz](mailto:a.nishonov@uzedu.uz)
        2. MEF: [dxsh@imv.uz](mailto:dxsh@imv.uz)
        3. ADB: [omda1uzbedu@adb.org](mailto:omda1uzbedu@adb.org)
     3. All queries, requests for clarification and/or suggestions for consideration shall be submitted by the Potential Bidders to the Public Partner in MS Word format, in English [*and accompanied by a Russian or Uzbek language translation*]. Potential Bidders shall use the template below for submission of queries or requests for clarification:

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject:** | | Submission of queries, requests for clarification and/or suggestions for consideration in respect of the request for qualification (**"RFQ"**) issued for the PPP project for design, build, finance, and maintenance of the public schools in the Tashkent City and Tashkent Region (the **"Project"**). | |
| **Defined terms:** | | Unless otherwise defined, capitalised terms used in this submission shall have the meaning given to them in the RFQ. | |
| **Date of submission:** | | [*Insert date of submission*] | |
| **Potential Bidder:** | | [*Insert name of Potential Bidder*] | |
| **Ref. No.** | **Section of RFQ** | **Query/ request for clarification/ suggestion for consideration** | **Proposed drafting amendment\* (if any)** |
|  |  |  |  |
|  |  |  |  |

*\*Note: Potential Bidders to apply ~~strikethrough~~ to deleted items and underscore to added items*

* + 1. The Public Partner will share all responses to the queries, requests for clarification and suggestions for consideration, with all Potential Bidders, in English accompanied by a Russian or Uzbek language translation through the Authority Communication Protocol, without identifying the source of the questions, requests for clarification and/or suggestions for consideration.
    2. Notwithstanding anything else to the contrary in this RFQ, the Public Partner may, at its sole discretion, elect not to respond to any question, provide any clarification in response to a request or consider any suggestion submitted under the terms of this RFQ and nothing in this RFQ shall be taken to or be read as compelling or requiring the Public Partner to give any such response.
    3. Prior to the Due Date, the Public Partner may provide interpretations and/or clarifications in relation to this RFQ either on its own motion, in response to any clarification request by a Potential Bidder, or for any other reason whatsoever provided that all such clarifications and interpretations shall be deemed to be part of this RFQ.
  1. **Addenda and Corrigenda**
     1. Prior to the Due Date, the Public Partner may, for any reason whatsoever, whether on its own initiative or in response to a clarification request submitted by a Potential Bidder amend and/or make corrections to this RFQ. Any amendments and corrections to this RFQ shall be made by Addenda and Corrigenda respectively.
     2. The Potential Bidders will be notified of any Addendum or Corrigendum through the Authority Communication Protocol within 5 (five) Days from their adoption through the Authority Communication Protocol.
     3. The RFQ as amended or corrected by an Addendum or Corrigendum will be deemed to be the applicable documentation for the purposes of the RFQ Stage.
     4. The Public Partner shall ensure that there is a period of at least 15 fifteen(fifteen) Days between the notification of an Addendum or Corrigendum and the Due Date, and shall, if necessary, extend the Due Date accordingly.
  2. **Application costs**
     1. Each Potential Bidder shall bear all costs associated with its participation in the Bidding Process, its evaluation of this RFQ and the preparation and submission of its Application, including all costs and expenses related to its involvement in but not limited to the following:
        1. information gathering processes and appointment of advisers and consultants;
        2. preparation and submission of responses to questions or requests for clarification from the Tender Commission;
        3. preparation and submission to the Public Partner of queries and requests for clarification;
        4. attendance at the Pre-Application Meeting and any follow-on meetings scheduled by the Public Partner; and
        5. preparation, collection and submission of the Letter of Application (including all Forms) and all required supporting documents or information.
     2. The Public Partner shall not be held responsible for or in any way be held liable to pay any costs or expenses of any Potential Bidder, regardless of the conduct or outcome of the entire Bidding Process and regardless of whether a Potential Bidder submits an Application or not.
  3. **Potential Bidder's Representation**

It shall be deemed that by submitting an Application, the Potential Bidder has:

* + 1. made a complete and careful examination of this RFQ;
    2. accepted the RFQ and the terms and conditions governing the Bidding Process;
    3. acknowledged that it does not have a Conflict of Interest;
    4. satisfied itself about all matters, things and information necessary and required for submitting an informed Application in accordance with the terms and conditions of this RFQ;
    5. acknowledged and agreed that the Public Partner, the MEF and the Tender Commission and their respective Representatives shall not be liable to any Potential Bidder, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including without limitation: the accuracy, adequacy, correctness, completeness or reliability of the RFQ or any information contained within it; any omission, mistake or error on the part of the Public Partner, MEF, or the Tender Commission; or the Public Partner’s, MEF’s or the Tender Commission’s responses to queries or requests for clarifications made by the Potential Bidders; or any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way from participating in the Bidding Process, nor shall this be a ground for termination of the PPP Agreement by the Private Partner; and
    6. agreed to be bound by the undertakings provided by it in accordance with the terms and conditions stated in this RFQ and the NDA.

1. Prequalification requirements

Potential Bidders must satisfy all the Prequalification Requirements set out in Sections 4.1 to 4.3. Potential Bidders must submit a complete Application, including all required Forms and supporting documents and information, in accordance with Section 5.1 and otherwise in accordance with the terms and conditions of this RFQ, in order to demonstrate that it satisfies such Prequalification Requirements.

* 1. **Legal Prequalification Requirements**
     1. **Nature of a Potential Bidder**

The Potential Bidder and, in the case of a Consortium, each Consortium Member, must satisfy the following legal prequalification requirements (the "**Legal Prequalification Requirements**"):

* + - 1. be a corporation or business organisation, duly incorporated or validly existing and duly registered under the laws of its country of domicile;
      2. not have been in the process of reorganization, bankruptcy and/or liquidation proceedings within the last 5 (five) years prior to the Due Date as evidenced by Form 5B;
      3. have no grounds that may lead to a Conflict of Interest;
      4. have not been convicted of any fraud, corruption, collusion or money laundering or for a criminal act involving dishonesty, physical violence or intentional harm to human life, or for any criminal offence related to their professional conduct;
      5. have had no concession or PPP Agreement (or their equivalent) terminated that is attributable to an event of default of a concessionaire, where such concessionaire is an Affiliate of the Potential Bidder or Consortium Member;
      6. have not been previously suspended, disqualified or debarred from public procurement processes in Uzbekistan[[6]](#footnote-7) or in relation to any ADB related project;
      7. have not been debarred (including temporary debarment) pursuant to the public sanctions list of the ADB nor any multilateral or international development bank or funding agency that is a party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org);
      8. have not been included on any sanctions lists promulgated by the UN Security Council or its committees, or any other recognized international sanctions list;
      9. have not been engaged in business or transactions that are in violation of the sanctions imposed by the UN Security Council or its committees;
      10. not have a material impact on the implementation and/or funding of the Project that may arise as a direct or indirect result of the application of any bilateral sanctions on: (a) any sanctioned entity existing within the corporate structure of the Potential Bidder, or where the Potential Bidder is a Consortium, any Consortium Member; or (b) a sanctioned entity that is providing funding, either directly or indirectly, to the Project; and
      11. not submitted another Application either individually or as a Consortium Member of any other Consortium and not participate in more than one Consortium at any stage of the Bidding Process. Furthermore, a Potential Bidder can submit only one Application in response to this RFQ. In the event that an entity applying individually or as a Consortium Member participates in more than one Application, all the Applications with that entity's participation will be deemed invalid. This rule applies to the Affiliates of said Potential Bidder, and, in the case of a Consortium, to the Affiliates of each Potential Bidder.
    1. **Authorized Representative**

The Potential Bidder (or in the case of a Consortium, each Consortium Member), must have duly authorized a nominated representative to represent and irrevocably bind that Potential Bidder or Consortium Member, and conduct all business for and on behalf of that Potential Bidder or Consortium Member, during the Bidding Process for the Project (**“Authorized Representative”**), as evidenced by either (i) a certified copy of a resolution of the board of directors authorizing the nominated representative on terms equivalent to those set out in [Form 7](#Form7) (Authorization to a Representative); **OR** (ii) provided that in the event that pursuant to the constitutional documents of any Potential Bidder or Consortium Member it is not possible for a Consortium Member to provide such a board resolution, then a power of attorney in the form appended at [Form 9](#Form9) (Power of Attorney for Authorized Representative) authorizing the nominated representative on equivalent terms, accompanied by supporting evidence of the due authority of the signatory to the power of attorney and complying with all requirements under applicable law, including the Legislation, shall be acceptable.

* + 1. **Additional Legal Prequalification Requirements applicable to Consortia**

Where the Potential Bidder is a Consortium, it shall comply with the following additional requirements (in each case as shown in the Forms and supporting documents and information submitted by the Potential Bidder):

* + - 1. the Consortium shall not have more than:
         1. 3 (three) Consortium Members (including the Lead Sponsor) **OR**
         2. 5 (five) Consortium Members (including the Lead Sponsor) where at least 1 (one) Consortium Member is a legal entity registered and operating in Uzbekistan with at least 10% (ten per cent.) of equity share in such Consortium;
      2. the Consortium shall have a Lead Sponsor that:
         1. has been duly authorized under a letter of authorization(s) to represent and irrevocably bind any and all Consortium Members, and conduct all business for and on behalf of any and all the Consortium Members, during the Bidding Process for the Project, as evidenced by Form 6 (Letter of Authorization for Lead Sponsor of Consortium) accompanied by supporting evidence of the due authority of the signatory/ signatories to the letter of authorization(s); and
         2. has been designated by the Consortium as the Lead Sponsor; and
      3. each other Consortium Member will hold equity shareholding in the Project Company in the same ratio as specified in Form 3B, and being used to calculate the Net Worth as per Section 4.2 if the Potential Bidder is appointed as Winning Bidder.
    1. Satisfaction of Legal Prequalification Requirements shall be evidenced by a Potential Bidder or, in case of Consortium, each Consortium Member, submitting the required attachments as stipulated in [Form 3](#Form3).
  1. **Financial Prequalification Requirements** 
     1. **Financial Nominee(s)**

The Potential Bidder or, in case of a Consortium, each Consortium Member shall nominate one of the following entities for the purpose of meeting the Financial Prequalification Requirements listed in (b) below ("**Financial Nominee(s)**"):

* + - 1. the Potential Bidder itself (if the Potential Bidder is a partnership or corporation); or
      2. the Consortium Member itself; or
      3. an Affiliate of the Potential Bidder or, in case of a Consortium, an Affiliate of the Consortium Member, in each case that has submitted as part of the Application, a certificate in the form set out in [Form 10](#Form10)A.

provided that each Potential Bidder or, in case of a Consortium, each Consortium Member shall nominate only one entity as a Financial Nominee.

* + 1. **Financial Prequalification Requirements Applicable to Single Entity Potential Bidder**

The Potential Bidder's Financial Nominee must satisfy each and all of the following requirements (the **"Financial Prequalification Requirements"**):

* + - 1. the Financial Nominee must have had a Net Worth of at least US Dollars 40 (forty) million (or its equivalent in another currency) at the end of the most recent 1 (one) full financial year falling prior to the Due Date, as evidenced by certified copies of audited financial statements;
      2. the Financial Nominee must have been a going concern in each of the most recent 3 (three) full financial years falling prior to the Due Date, as evidenced by certified copies of audited financial statements; and
      3. the Financial Nominee must be able to demonstrate that it has raised at least US Dollars 60 (sixty) million (or its equivalent in another currency) in third party debt for up to 2 (two) projects in the 5 (five) year period falling prior to and ending on the Due Date.

Notwithstanding the foregoing, if the Potential Bidder's Financial Nominee satisfies the requirement of Section 4.2(b)(i) with Net Worth of at least US Dollars 100 (one hundred) million, the requirement of Section 4.2(b)(iii) is waived.

* + 1. **Financial Prequalification Requirements Applicable to Consortia**
       1. In case of a Consortium, the Financial Prequalification Requirements shall be satisfied by the following requirements:
          1. number of Financial Nominees of Consortium shall not be more than the number of Consortium Members;
          2. an entity shall not be nominated as a Financial Nominee of more than one Consortium Member;
          3. the weighted aggregate Net Worth[[7]](#footnote-8) of all Financial Nominees, in proportion to its equity shareholding in Form 3B, shall jointly have a Net Worth of at least US Dollars 40 (forty) million at the end of the most recent full financial year falling prior to the Due Date, as evidenced by certified copies of audited financial statements and the certified letter of the auditor as per Form 5A;
          4. each Financial Nominee must have been a going concern in each of the most recent 3 (three) full financial years falling prior to the Due Date, as evidenced by certified copies of audited financial statements; and
          5. either: (i) any one Financial Nominee must be able to demonstrate, individually, that they have raised at least US Dollars 50 (fifty) million (or its equivalent in another currency) in third party debt for up to 2 (two) projects with financial close in the 5 (five) year period falling prior to and ending on the Due Date, or (ii) any two Financial Nominees must be able to demonstrate that they have raised, on a combined basis, at least US Dollars 50 (fifty) million (or its equivalent in another currency) in third party debt for up to 2 (two) projects with financial close in the 5 (five) year period falling prior to and ending on the Due Date.[[8]](#footnote-9)
  1. **Technical Prequalification Requirements** 
     1. **Requirements**

The Potential Bidder must satisfy each of the following criteria (the **“Technical Prequalification Requirements”**):

* + - 1. the Contract Performance Criteria; and
      2. the Eligible Projects Criteria.
    1. **Contract Performance Criteria**
       1. The Potential Bidder or, in case of a Consortium, each and all Consortium Members, shall not have been the subject of any court or arbitral award decision determined against the Potential Bidder or Consortium Member (as applicable) in respect of any Material Contract to which the Potential Bidder or Consortium Member was a party during the 5 (five) years falling prior to and ending on the Due Date, for which the Potential Bidder or Consortium Member was or is required to pay damages in an amount that had or could reasonably be expected to have a material adverse effect on the business or condition (financial or otherwise) of the Potential Bidder or Consortium Member (as applicable).
       2. If an Affiliate is nominated as an Eligible Project Nominee in accordance with the terms of this RFQ, the criteria set out in Section 4.3(b)(i) shall also apply *mutatis mutandis* to such Affiliate (as applicable).
    2. **Eligible Projects Criteria**
       1. Each Potential Bidder shall satisfy the Eligible Projects Criteria for **EITHER:** (A) Category 1 Eligible Projects Criteria, **OR** (B) Category 2 Eligible Projects Criteria.
       2. The Potential Bidder shall nominate 1 (one) or more of the following entities for the purpose of meeting the Category 1 and Category 2 Eligible Projects Criteria (“**Eligible Project Nominee**” or each respectively a **“Category 1 Eligible Project Nominee”** or **“Category 2 Eligible Project Nominee”**):
          1. the Potential Bidder itself (if the Potential Bidder is a legal entity);
          2. a Consortium Member (if the Potential Bidder is a Consortium); and/or
          3. an Affiliate of the Potential Bidder or a Consortium Member (as applicable) that has submitted as part of the Application, a certificate in the form set out in Form 10A.

Notwithstanding (A) to (C) above, in case of the O&M for the facility management services for the Social Sector infrastructure facilities in Section 4.3(d)(i), the Eligible Project Nominee can be the O&M service provider/contractor to the Potential Bidder. The O&M service provider/contractor needs to provide a certificate in the form set out in Form 10B.

* + 1. **Category 1 Eligible Projects** 
       1. A Category 1 Eligible Project is a Reference Project involving: (i) the design and construction of the Social Sector and other sectors infrastructure facilities with minimum gross built-up area of 6,000 square meter, and the (ii) O&M for the Social Sector only infrastructure facilities, as evidenced by [Form 4A](#Form4A) and [Form 4B](#Form4B) respectively;
       2. Category 1 Eligible Projects for design and construction shall have been completed and commissioned within the last 10 (ten) years falling prior to and ending on the Due Date evidenced by Form 4A;
       3. Category 1 Eligible Projects for O&M shall have been operated for at least [*3 (three)*] years within the last 10 (ten) years falling prior to and ending on the Due Date as evidenced by Form 4B;
       4. The Potential Bidder’s Eligible Project Nominees must have undertaken in aggregate at least 5 (five) Category 1 Eligible Projects for design and construction of infrastructure facilities including 2 (two) Category 1 Eligible Projects for design and construction of the Social Sector infrastructure facilities, and at least 2 (two) Category 1 Eligible Projects for O&M for the Social Sector infrastructure facilities;
       5. A Reference Project may be submitted that meets both (i) design and construction, and for (ii) O&M if it satisfies the relevant criteria;
       6. The Potential Bidder’s Category 1 Eligible Project Nominees shall have held for any period at least 10% (ten per cent.) equity shareholding in the relevant special purpose vehicle, joint venture company, partnership or other corporation or business organisation with primary responsibility for or conducted itself:
          1. the design, procurement, construction, testing and commissioning obligations in the case of an Eligible Project undertaken on an EPC basis; or
          2. the O&M obligations in the case of an Eligible Project undertaken on an O&M basis.
    2. **Category 2 Eligible Projects** 
       1. A Category 2 Eligible Project is a project undertaken on a PPP basis, with at least 1 (one) Category 2 Eligible Project in the Social Sector with minimum gross built-up area of 6,000 square meter, as evidenced by [Form 4C](#Form4C);
       2. Category 2 Eligible Projects shall have been awarded within the last 10 (ten) years falling prior to and ending on the Due Date, and the operations stage shall have been satisfactorily completed or is still in progress;
       3. The Potential Bidder’s Category 2 Eligible Project Nominees shall have held at least 10% (ten per cent.) equity shareholding in the relevant special purpose vehicle, joint venture company, partnership or other corporation or business organisation with primary responsibility for, or conducted itself the implementation of, an Eligible Project undertaken on a PPP basis the design, procurement, construction, testing and commissioning, financing and operation and maintenance obligations;
       4. The Potential Bidder’s Category 2 Eligible Project Nominees must have undertaken in aggregate at least 2 (two) Category 2 Eligible Projects.

1. Submission of the Application
   1. **Application Documents**

Each Potential Bidder must submit its Application on or before the Due Date strictly in accordance with the requirements of this RFQ and each Application must include:

* + 1. the RFQ submission identification sheet attached as set out in Section 5.4(f)(iii);
    2. the original letter of application, duly completed and executed in the form set out in [Form 2](#Form2) (Letter of Application) (the **“Letter of Application”**);
    3. the Forms listed below as enclosures with the Letter of Application, each duly completed and if applicable, executed in the form set out in the Appendix of this RFQ and otherwise in accordance with the instructions set out in this RFQ and with the required supporting documents and information appended thereto:

|  |  |  |
| --- | --- | --- |
| **Form** | **Form Description** | **Executed/ Completed by** |
| 3 | Particulars of Potential Bidder | Single entity Potential Bidder: Potential Bidder  Consortium: Each Consortium Member |
| 4 | Particulars of Eligible Projects | Single entity Potential Bidder: Potential Bidder and/or Affiliate that is nominated as Eligible Project Nominee  Consortium: Eligible Project Nominee(s) |
| 5 | Financial Capability (in respect of financial capability of the Financial Nominee(s)) | Single entity Potential Bidder: Potential Bidder and/or Affiliate that is nominated as Financial Nominee  Consortium: Each Financial Nominee |
| 6 | Letter of Authorization for Lead Sponsor of a Consortium | Single entity Potential Bidder: Not applicable  Consortium: each other Consortium Members |
| 7 | Authorization to a Representative (where a board resolution may approve an Authorized Representative) | Single entity Potential Bidder: Potential Bidder  Consortium: Each Consortium Member |
| 8 | Certificate of Compliance | Single entity Potential Bidder: Potential Bidder  Consortium: Each Consortium Member |
| 9 | Power of Attorney to Authorized Representative (where a board resolution may **not** approve an Authorized Representative) | Single entity Potential Bidder: Potential Bidder  Consortium: Each Consortium Member |
| 10 | Certificate by Affiliate of [Potential Bidder]/[Consortium Member] and Certificate by O&M Service Provider/Contractor of Interest to Participate | Affiliate(s) of Potential Bidder or Consortium Member (only applicable if nominated to satisfy Prequalification Requirements)  Nominated O&M Service Provider/Contractor |
| 11 | Application Checklist | Single entity Potential Bidder: Potential Bidder  Consortium: Lead Sponsor |

* 1. **Language**

The Application, and any correspondence and other documents related to the Application or this RFQ submitted by the Potential Bidder shall be written in English.

Supporting printed literature, documents or other information furnished by a Potential Bidder in another foreign language shall be permitted provided that it is accompanied by an English translation, certified[[9]](#footnote-10) by the translator to be a complete and accurate translation of the original. Such English translation shall also be accompanied with a Russian or Uzbek language translation. In the event of conflict between the original text and the certified English translation, the certified English translation shall prevail. The Potential Bidders may submit the copies of such translation certificates in the Application in case that the original translation certificates are not available on the Due Date.

Each Application shall also be accompanied by a Russian translation certified by a translator to be a complete and accurate translation of the original, except that the following documents do not require translation into Russian:

up-to-date constitutional corporate documents of a Potential Bidder (to be attached to Form 3);

the certified copies of audited consolidated financial statements for the last three (3) full financial years as at the Due Date (to be attached to Form 5A);

any evidence that may be supplied to support the details of the Reference Project (to be attached to Forms 4A, 4B and 4C).

The Tender Commission may have Uzbek or Russian translation of the RFQ for internal purposes. English versions shall be binding, in the event of discrepancies or disagreements between the English original and Uzbek or Russian translation.

Potential Bidders are requested to ensure that: (a) the Application and all attached Forms (other than documents listed in Section 5.2(c)); and (b) authorization documents (e.g., a Power of Attorney or a Board of Directors’ Resolution, and Authorization Letters) are translated into Uzbek or Russian. In addition, authorization documents shall be duly notarized, apostilled or legalized, where applicable.[[10]](#footnote-11)

* 1. **Currency amounts**

All figures in currency amounts must be submitted in USD.

The exchange rate in the event that the Potential Bidders need to convert foreign currency amounts to USD, shall be those rates listed as the mean rate on <https://www.xe.com/currencytables/> as on the end date of the relevant financial year (e.g. as of 31 December, 31 March, or 30 June (as the case may be for a particular Potential Bidder)). The Potential Bidder must state the relevant currency and the exchange rate applied for any converted sums.

The Public Partner reserves the right to dismiss any Applications if there are material calculation errors.

In the event of any discrepancy between any amount in words and figures, the amount in words shall prevail.

* 1. **Format, Signing, Sealing and Submission of Application** 
     1. The Application shall be in written form, using Arial or Times New Roman type with font size 10 for text and font size of 8 for drawings, diagrams and flow charts, printed in standard A4 paper, and be fully paginated. Printing can be either one-sided or two-sided.
     2. The Application shall be signed by the Authorized Representative of the Potential Bidder who shall also initial each page of the Application, in each case in blue or black ink. Alternatively, each page of the Application may be stamped using the Authorized Signatory’s official stamp. Any manuscript text, other than the signature and initials/official stamp of the Authorized Representative, shall be ignored.
     3. The Applications shall be submitted in both electronic (“**Electronic Application**”) and physical (“**Physical Application**”) forms.
     4. In case of discrepancies between the Electronic Application documents and Physical Application documents, the Electronic Application shall prevail.
     5. **Electronic Application**
        1. Potential Bidder must digitalize the original documents, specified in Section [5.1](#section_5_1), prepared and signed in accordance with Sections [5.4 (a)](#section_5_4_a) – (b) above. For the purposes of this RFQ “digitalization” shall mean scanning of or otherwise manipulating with the original signed documents in order to make them searchable and readable for electronic devices capable of searching and reading the PDF files.
        2. Electronic Application documents must be in PDF format, each file no larger than 20 Mbytes and labelled using the following naming convention: [*Potential Bidder’s name, Name of the document given in this RFQ number of file (if the document consists of several files)].*
        3. Electronic Application documents must be gathered by a Potential Bidder into one electronic zip file and uploaded into the folder, which shall be named as follows: *[Potential Bidder’s name, Application for Tashkent Public Schools PPP Project]*.
        4. Electronic Application shall be submitted through its uploading into the Virtual Data Room no later than Due Date. Potential Bidders are reminded to start uploading the Electronic Application at least 3 (three) hours before the Due Date. Potential Bidder will not be able to upload any files to the VDR after the Due Date.
     6. **Physical Application**
        1. Each Potential Bidder must submit 1 (one) original paper copy of the documents described in Section [5.1](#section_5_1), prepared and signed in accordance with Sections [5.4 (a)](#section_5_4_a) – (b) above.
        2. The Physical Application documents must be bound together in ring binders or folders and sealed in the bigger envelope or box (the **"Package"**).
        3. Each Package shall:
           1. have the RFQ Submission Identification Sheet, in the form set out in [Form 1](#Form1), affixed to the outside along with a duplicate for receipt of submission which shall:

clearly be marked "Application for the Prequalification for the Tashkent Schools PPP Project";

clearly indicate the name and address of the Potential Bidder or, where the Potential Bidder is a Consortium, the name and address of the Lead Sponsor; and

indicate the Physical Submission Deadline in the right-hand corner;

* + - * 1. be addressed and submitted to:

|  |  |
| --- | --- |
| Designation: | **Ministry of Preschool and School Education of the Republic of Uzbekistan**  c/o **Mr Azamat Nishonov  Mr Sarvar Ashurov** |
| Telephone | +99855 503-74-00 |
| Address: | 2A, Navoiy Str, Shayxontohur District Tashkent city 100011 Republic of Uzbekistan |

;and

* + - * 1. be securely sealed.
      1. If a Package and each document/folder enclosed within it are not sealed and marked as instructed above, the Public Partner assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and subsequent losses, if any, suffered by the Potential Bidder.
  1. **Due Date**
     1. Electronic Applications shall be submitted by the Due Date to the Virtual Data Room, in the manner and form as detailed in this RFQ.
     2. For submissions of Applications: (i) ***complete*** Electronic Application shall be submitted to the VDR, on or before the Due Date; and (ii) identical Physical Applications shall be delivered or submitted either through pre-paid courier or in person, at the address as provided in Section 5.4(f)(iii)(B) no later than the date as specified in the Indicative RFQ Schedule (“**Physical Submission Deadline**”). Evaluation of the Application shall be undertaken based upon the review of Electronic Application and any “pass” rate will be conditional on the delivery of the Physical Application by the Physical Submission Deadline.
     3. It is the sole responsibility of each Potential Bidder to make sure that its Application is delivered on time; and an acknowledgment of submission is requested and received from the Public Partner.
     4. Potential Bidders are advised that they are fully responsible for timely delivery of the Application by their courier service providers.
     5. The Public Partner may, in its sole discretion, extend the Due Date and/or by issuing an Addendum or Corrigendum to the RFQ with subsequent notification of all Potential Bidders, extend the Physical Submission Deadline after the Due Date by sending notification to all Potential Bidders.
  2. **Late Applications**
     1. Electronic Applications submitted after the specified time on the Due Date shall not be considered and shall result in Rejection.[[11]](#footnote-12)
     2. Physical Applications received by the Public Partner after the Physical Submission Deadline shall result in Rejection. If rejected due to late submission, the Physical Application will be left unopened and may be collected by the relevant Potential Bidder at the address of the Public Partner.
  3. **Modifications, substitutions or withdrawal of Applications**
     1. The Potential Bidder may modify, substitute or withdraw its Application submitted prior to the Due Date, provided that a written notice of the modification, substitution or withdrawal is received by the Public Partner prior to the Due Date. To avoid any doubt, a Potential Bidder who withdrew its Application pursuant to this Section may submit a new Application at any time prior to the Due Date.
     2. The modification or substitution shall be carried out in the same manner as specified for Electronic Application in accordance with Section [5.4](#section_5_4) with the electronic folders and files being additionally marked “MODIFICATION” or “SUBSTITUTION”, as appropriate.
     3. A Potential Bidder may submit a written notice of withdrawal of its Application, signed by the Authorized Representative, to the email of the Public Partner’s Representative, copying the ADB’s Representative. In this case, the relevant Application shall not be further considered and will be left unopened.
     4. Any modification, substitution or withdrawal of the Application or additional information supplied subsequent to the Due Date, unless the same has been expressly sought by the Tender Commission, shall be disregarded.
  4. **Changes to a Potential Bidder**
     1. Subject to Section 5.8(b) below:
        1. a change in the composition of a Consortium that is a Potential Bidder; or
        2. a change in the composition of a Potential Bidder that is a single entity from a single entity Potential Bidder to a Consortium Potential Bidder,

will not be permitted by the Public Partner after the Due Date.

* + 1. A change in the composition of a Potential Bidder, either as a result of joining with other entities to form a Consortium, addition of a new member (including Lead Sponsor), substitution of an existing Member with a new member, withdrawal of a Consortium Member and/or a change in the respective shareholdings in the proposed Project Company, may be permitted by the Tender Commission after the RFQ Stage but before the submission of the Proposals at the RFP Stage only where:
       1. the Consortium continues to have or has a maximum number of Consortium Members as required under Section 4.1(c)(i);
       2. the substitute (in cases where a new member is replacing an existing Consortium Member or a single entity Potential Bidder is joining with other entity to form a Consortium) would have satisfied and continues to satisfy the Technical (if applicable), Financial (if applicable) and Legal Prequalification Requirements at the time of submission of the Application by such modified Potential Bidder;
       3. the new Consortium Member(s) expressly adopt(s) the Application already made on behalf of the Potential Bidder as if it were a party to it originally and submits [Form 6](#Form6), [Form 7](#Form7), [Form 8](#Form8), [Form 9](#Form9), and signed NDA; and
       4. the new composition of the Potential Bidder is at least equal to the capacity of the previous Potential Bidder to fulfil the Technical Prequalification Requirements and the Financial Prequalification Requirements and the modified Potential Bidder continues to satisfy the Legal Prequalification Requirements and all other requirements of this RFQ.
    2. Approval for a change in the composition of a Potential Bidder shall be at the sole discretion of the Tender Commission.
    3. The modified Potential Bidder shall be required to submit each Form in electronic and physical formats, together with all supporting documents and information that requires amendment as a result of the change, at the time specified by the Tender Commission.
    4. Any change in the composition of a Potential Bidder other than as set out above shall lead to the Rejection of the Application and/or Proposal, if such change occurs during the RFP Stage.
    5. The Potential Bidders will not be able to change their composition after the submission of Proposals up to the signing of the PPPA. After the execution of the PPPA, any change in the equity of the Project Company shall be subject to the terms and conditions of the PPPA.
  1. **Changes to a Nominee**
     1. If a nominated Affiliate is proposed as an Eligible Project Nominee or Financial Nominee in accordance with the terms of this RFQ, then, subject to Section 5.9(b), a substitution of such nominated Affiliate will not be permitted after the Due Date.
     2. Substitution of a nominated Affiliate may be permitted by the Tender Commission on or after the RFQ Stage but before the submission of the Proposals at the RFP Stage only where:
        1. the substitute is at least equal to the capacity of the previous Eligible Project Nominee or Financial Nominee who is sought to be substituted, to fulfil the applicable Financial Prequalification Requirements, Technical Prequalification Requirements, Legal Prequalification Requirements and all other applicable requirements of this RFQ;
        2. if the substitute was previously nominated by another Potential Bidder at the RFQ Stage, that Potential Bidder is not a Prequalified Bidder or has otherwise withdrawn from the RFP Stage; and
        3. the new nominated Affiliate submits revised particulars of the relevant Reference Projects pursuant to [Forms 4A](#Form4A), [4B](#Form4B) and [4C](#Form4C) (if and as applicable), and/or revised certificates of financial capability pursuant to [Forms 5](#Form5)A and 5B (if and as applicable) and certificates of interest to participate under [Forms 10](#Form10)A and 10B (as applicable).
     3. Approval for a change in a substitution of a nominated Affiliate as Eligible Project Nominee or Financial Nominee shall be at the sole discretion of the Tender Commission and must be approved by the Tender Commission’s decision in writing.
     4. The Potential Bidder shall be required to submit each Form in electronic and physical formats, together with all supporting documents and information that requires amendment as a result of the change, at the time specified by the Tender Commission.
     5. Any change in a nominated Affiliate other than as set out above shall lead to the Rejection of the Application and/or Proposal, if such change occurs during the RFP Stage.
     6. Potential Bidder will not be able to change a nominated Affiliate after the submission of Proposals up to the signing of the PPPA. After the execution of the PPPA, any such changes shall be subject to the terms and conditions of the PPPA.
  2. **Liability**

Where the Potential Bidder is a Consortium, all Consortium Members shall be liable jointly and severally for the obligations under this RFQ.

* 1. **Return of Applications**

The Public Partner will not return any Application or any information provided along therewith by a Potential Bidder. However, Physical Applications that have been duly rejected under Section 5.6, or withdrawn under Section 5.7, may be collected by the Potential Bidder or their Authorized Representative on or after the Due Date. If the Applications are not collected within thirty (30) Days of the Due Date, the Public Partner reserves the right to dispose of or delete the Application.

1. evaluation of the Applications
   1. **Opening of Applications**
      1. The Tender Commission shall open the Electronic Applications at 18:15 Tashkent Time on the Due Date at the Address of the Public Partner specified in Section 9.3. Late Applications or Applications for which a notice of withdrawal has been submitted in accordance to Section 5.7 shall not be opened.
      2. The Tender Commission will subsequently review and evaluate each Application in accordance with the provisions set out in this RFQ. Prequalification of the Potential Bidders will be entirely at the discretion of the Tender Commission following the processes, procedures and the qualification criteria outlined in this RFQ. The Tender Commission reserves the right to use and interpret the documentation it receives in accordance with its own judgement in order to properly apply the qualification criteria to prequalify Potential Bidders, and to decide alone and without any Potential Bidder being entitled to any recourse, which Potential Bidders will be determined as Prequalified Bidders.
   2. **Test of Compliance** 
      1. The Tender Commission will conduct an initial review of each Potential Bidder and each Application received for completeness and compliance with the RFQ, to determine if the Application should be considered further.
      2. The Tender Commission in its absolute discretion may (but is not obliged to) waive any non-conformity or irregularity in an Application.
   3. **Rejection and Disqualification of Applications**
      1. If the Tender Commission rejects all Applications and/or the Bidding Process is annulled, the Public Partner may, in its discretion, re-issue the RFQ.
      2. Notwithstanding anything contained in this RFQ, the Tender Commission shall exclude any Potential Bidder (and where the Potential Bidder is a Consortium, the entire Consortium) at any time, in the following circumstances **(“Rejection”):**
         1. if the Application is deemed to be incomplete, non-responsive, inconsistent, ambiguous for any reason including without limitation, if the Potential Bidder:
            1. has failed to deliver a signed NDA (or if a Consortium, any Consortium Member has failed to deliver a signed NDA);
            2. fails to submit the complete Application in the form and in accordance with the requirements set out in this RFQ; or
            3. submits an Application that is subject to any conditions or qualifications;
         2. fails to submit the Electronic Application by the Due Date or Physical Application by the Physical Submission Deadline in accordance with Section 5.6;
         3. if the Prequalified Bidder or where the Potential Bidder is a Consortium, any Consortium Member:
            1. does not have legal capacity or is otherwise restricted to enter into a contract with the Public Partner; or
            2. is insolvent, in receivership, bankrupt or being wound up or its business activities are to be suspended or it is to be the subject of legal proceedings for any of the foregoing, or it intends to submit an application for insolvency or liquidation; or
            3. has conducted unauthorized change in the composition as per Section 5.8(e) or unauthorized change to a nominee as per Section 5.9(e);

or

* + - 1. if any one or more of the Prequalification Requirements are not met by the Potential Bidder.
    1. Notwithstanding anything contained in this RFQ, the Tender Commission shall exclude any Potential Bidder (and where the Potential Bidder is a Consortium, the entire Consortium) and/or reject any Application at any time in the following circumstances **(“Disqualification”):**
       1. if at any time, a misrepresentation that could lead to failure to meet any mandatory requirements set out in this RFQ is made or discovered in the Application;
       2. if the Potential Bidder (or where the Potential Bidder is a Consortium, any Consortium Member):
          1. provides materially incorrect or false information; or
          2. has a Conflict of Interest or is in breach of [Section 7](#Section7); or
          3. has directly or indirectly or through an agent or Connected Person, engaged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the Bidding Process for the Project or in the Bidding Process or is otherwise in breach of the terms of Section 8; or
       3. if the Potential Bidder or where the Potential Bidder is a Consortium, any Consortium Member or where the nominee is not a Potential Bidder or Consortium Member, an Eligible Project Nominee or Financial Nominee:
          1. is from a country which does not have diplomatic relations with Uzbekistan or has been included on any sanctions lists promulgated by the UN Security Council or its Committees;
          2. has been engaged in activities (directly or through any Affiliate) that are in violation of the sanctions imposed by the UN Security Council or its Committees, or national sanctions in Uzbekistan;
          3. has been debarred (including temporary debarment) pursuant to the public sanctions list of the ADB or any multilateral or international development bank or funding agency such as the World Bank, that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 ([www.crossdebarment.org](http://www.crossdebarment.org)) during the 5 (five) years prior to and ending on the Due Date;
          4. has, including any of its Connected Persons, been (i) convicted of fraud, corruption, collusion or money laundering or for a criminal act involving dishonesty, physical violence or harm to human life within the 5 (five) years prior to and ending on the Due Date; or (ii) is under investigation for, such criminal activities;
          5. has, including any of its Connected Persons, been excluded or Disqualified from a bid or other public procurement process or prohibited from participating in any project in Uzbekistan for any of the same circumstances set forth in this Section 6.3(c) during the 5 (five) years prior to and ending on the Due Date; or
          6. has ownership in any entity which in the 5 (five) years prior to and ending on the Due Date has been excluded or Disqualified from a bid or other public procurement process or prohibited from participating in any project in Uzbekistan for any of the same circumstances set forth in this Section 6.3(c), if that prohibition subsists as on the date of the Application.
       4. If it is found that of any of the circumstances in Sections 6.3(b) or 6.3(c) above have occurred, the Tender Commission reserves the right to take any such measures as may be deemed fit by the Tender Commission and at the sole discretion of the Tender Commission.
       5. Notwithstanding anything to the contrary contained in this RFQ, the Public Partner and/or Tender Commission shall not be liable to the Potential Bidder in any manner whatsoever in the event of Rejection of an Application and/or the Potential Bidder has been Disqualified, termination of the Bidding Process or re-issue of the RFQ thereafter.
  1. **Evaluation**
     1. Following its initial review of completeness and compliance as set out in Section 6.2, the Tender Commission will proceed to conducting its evaluation of those Applications that have not resulted in Rejection and/or Disqualification of the Potential Bidder. The evaluation will be conducted primarily based on the Electronic Application.
     2. The Tender Commission shall evaluate each Application in accordance with [Section 4](#section_4). to determine if the Prequalification Requirements have been satisfied and if the Application and Potential Bidder are prequalified. An Application will be given an overall rating of "prequalified" if each Prequalification Requirement is rated "pass". Subject to Section 6.2(b), a Potential Bidder will be rejected if any Prequalification Requirement is marked "fail".
     3. A Potential Bidder that is rated “pass” for all the Prequalification Requirements set out in Sections 4.1 to 4.3 and delivered its Physical Application on or before Physical Application Deadline shall be considered a **Prequalified Bidder**.
  2. **Clarification Requests by the Public Partner and/or Tender Commission**
     1. The evaluation of each Application will be based solely on the contents of the Application and any clarification and/or Supplementary Information provided pursuant to this Section.
     2. To facilitate evaluation of each Application, the Public Partner and/or Tender Commission may at their sole discretion, seek written clarifications and/or Supplementary Information from any Potential Bidder regarding its Application through letter and/or email after the Application has been received. The Potential Bidder shall submit any requested clarification(s) and/or Supplementary Information by letter and a copy by email to the Public Partner within the time prescribed by the Tender Commission. Any extension to the prescribed time for response shall be at the sole discretion of the Tender Commission.
     3. If a Potential Bidder does not provide any requested clarification and/or Supplementary Information within the prescribed time, this may result in Rejection of its Application. If the Application is not rejected, the Tender Commission may proceed to evaluate the Application by interpreting the particulars requiring clarification to the best of its understanding and that of its advisors, and the Potential Bidder may not question the Tender Commission's interpretation.
     4. A Potential Bidder shall not be permitted to make amendments to its Application in the form of a clarification unless requested by the Public Partner.
     5. The Tender Commission reserves the right to verify all statements, information, references and documents submitted by the Potential Bidder in response to this RFQ, including by way of reference checks. The Tender Commission may rely on and consider any information obtained from any reference or source in connection with any Application and it may further apply any such information in evaluating the applicable Application. Failure of the Tender Commission to undertake any such verification shall not relieve the Potential Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Tender Commission.
  3. **Treatment of a Single Application**

In the event that only one Application is received in response to the RFQ or if there is only one Potential Bidder who has prequalified at the end of the RFQ Stage, the Bidding Process shall be cancelled. The Public Partner may re-launch the Bidding Process, modifying the RFQ as required and/or may take such other action as permitted under the PPP Law.

* 1. **Notification**

Within 2 (two) Days following execution of final prequalification minutes by the Tender Commission, the Public Partner will contact all Potential Bidders to inform them whether or not they have been selected as the Prequalified Bidders for participation in the RFP Stage. The Public Partner may then publicly disclose the names of the Prequalified Bidders, and issue the RFP to those Prequalified Bidders.

1. Conflict of Interest
   1. Potential Bidders shall not have a Conflict of Interest in relation to this Project. Any Potential Bidder found to have a Conflict of Interest shall be Disqualified in accordance with Section 6.3(c).
   2. For the purposes of this RFQ, **"Conflict of Interest"** means, in respect of any Potential Bidder:
      1. such Potential Bidder (or any constituent thereof) or any other Potential Bidder (or any constituent thereof) have either directly or indirectly common controlling shareholders (that is, such controlling shareholders may direct or cause the direction of the votes attaching to the majority of two or more Potential Bidders’ issued shares or interests or carrying voting rights, or appoint or remove or cause the appointment or removal of two or more Potential Bidders’ directors (or equivalent officials) holding the majority of the voting rights in such respective Potential Bidder’s board of directors (or equivalent body) or to otherwise direct the respective Potential Bidder’s management and policies by operation of law or legal agreement;
      2. such Potential Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated loan from any other Potential Bidder, or has provided any such direct or indirect subsidy, grant, concessional loan or subordinated loan to any other Potential Bidder;
      3. such Potential Bidder has a relationship with another Potential Bidder, either directly or through common third parties, that puts them in a position to have access to each other's information or influence the Application of the other;
      4. such Potential Bidder has participated as a consultant(s) and/or adviser(s) or has directly assisted the Public Partner and/or Tender Commission in the preparation of any documents, design or technical specifications of the Project;
      5. such Potential Bidder employs or has employed an officer or employee of the Public Partner and/or Tender Commission in relation to the Project during the RFQ stage of the Bidding Process; or
      6. such Potential Bidder appoints any legal, financial or technical adviser of the Public Partner in relation to the Project for matters related to or incidental to the Project or the RFQ.
   3. Potential Bidders or their agents and/or employees shall not engage in discussions or other communications with any other Potential Bidder or their agents and/or employees regarding the preparation or submission of their Application. Breach of this provision may result in Disqualification of the Potential Bidder from the Bidding Process.
   4. Notwithstanding anything else to the contrary in this RFQ, Potential Bidders may use the same firm or firms to obtain geotechnical, topographical, or other information about the site and may use the same firm or firms to obtain financial, tax, accounting or legal advice in respect of the RFQ or Project.

1. Fraudulent and corrupt practices
   1. Potential Bidders and their respective partners, suppliers, sub-contractors, sub-consultants, officers, employees, agents, service providers and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Public Partner shall reject an Application without being liable in any manner whatsoever to the Potential Bidder if it determines that the Potential Bidder has directly or indirectly or through an agent, engaged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the Bidding Process.
   2. Furthermore, a Potential Bidder shall not be eligible to participate in any Bidding Process for any other project of the Public Partner for a period of 3 (three) years from the date such Potential Bidder is found by the Public Partner and/or Tender Commission to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations.
   3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
      1. "**Corrupt Practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of any persons connected with the Bidding Process for or on behalf of the Tender Commission and/or Public Partner, including their respective Representatives;
      2. "**Coercive Practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the property of that person to influence improperly the actions of a person involved in the Bidding Process;
      3. "**Collusive Practice**" means an arrangement between two or more persons involved in the Bidding Process designed to achieve an improper purpose, including influencing improperly the actions of another person;
      4. "**Fraudulent Practice**" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a person involved in the Bidding Process to obtain a financial or other benefit or to avoid an obligation;
      5. "**Obstructive Practice**" means (1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (2) acts intended to materially impede the exercise of the inspection and audit rights of the Tender Commission, Public Partner and their respective Representatives or financier/s of the Project including any development partner of the financier/s;
      6. "**Restrictive Practice**" means forming a cartel or arriving at any understanding or arrangement among the Potential Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process;
      7. "**Undesirable Practice**" means (i) establishing contact with any member of Tender Commission or any person connected with or employed or engaged by the Public Partner with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
      8. "**Integrity Violation**" is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time),[[12]](#footnote-13) which violates ADB’s Anticorruption Policy,[[13]](#footnote-14) including (i) to (vii) above and the following: violations of ADB Sanctions,[[14]](#footnote-15) retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
   4. Necessary action will be taken against any Potential Bidder for any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations, under Legislation.
   5. All Potential Bidders and their Connected Persons engaged or involved in the Bidding Process shall have a duty to cooperate fully in any screening or investigation that may be carried out in relation to any of the above provisions of this Section 8.
2. Miscellaneous
   1. **Confidentiality**
      1. All communications between the Potential Bidders and the Public Partner and Tender Commission, as well as all information obtained in connection with or arising out of this RFQ and those obtained during the Pre-Application Meeting(s), shall be treated as confidential during as well as after preparation and submission of the Applications. In the event of any breach of confidentiality by the Potential Bidder, the Public Partner and Tender Commission, at their sole and absolute discretion, may at any time reject the Application by the Potential Bidder without any further consideration and terminate that Potential Bidder's right to continue in the Bidding Process.
      2. Potential Bidders must treat all information obtained in connection with or arising out of the Bidding Process as the property of the Public Partner. The Application and all other correspondence, documentation and information provided to the Public Partner and/or Tender Commission by the Potential Bidder in connection with the Bidding Process shall become the property of the Public Partner. All information collected or processed by or for the Public Partner and/or Tender Commission is for the sole use of the Public Partner at its discretion.
      3. Potential Bidders must treat all information referred to in Sections 9.1(a) and (b) in a highly confidential manner and not use this information for any purpose other than for the purpose of the Bidding Process and in order to fulfil any related requirement from this RFQ stage. Without limiting the generality of the foregoing, the Potential Bidders participating in any aspect of the RFQ stage, shall keep highly confidential such participation and any developments in the Bidding Process.
      4. Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which was at the time of disclosure, or which thereafter became, part of the public domain or is required to be disclosed by law or a court order, where, in such cases, all reasonable attempts will be made to notify the Public Partner and the Tender Commission in advance of doing so.
      5. Subject to the provisions of this RFQ, the members of the Tender Commission shall endeavour to maintain the confidentiality of information and/or documents relating to the pre-qualification, examination, clarification, evaluation, negotiations, approval or any other function related to the Bidding Process, provided that this shall not restrict disclosure to any person who is officially concerned with the Bidding Process or is a retained professional advisor advising the Public Partner and/or the Tender Commission in relation to matters arising out of, or concerning the Bidding Process. The Tender Commission will further require all those who have access to such information and/or documents to treat the same as confidential.
      6. Notwithstanding the foregoing, information may become public through the operation of law, or otherwise due to the need for transparency and accountability and in protection of the public interest in the Public Partner or the Tender Commission and in decisions made by them. The members of the Tender Commission shall not in any way be liable for disclosure of any confidential information if the disclosure is required under the Uzbekistan Law on Open Operations of the State Power and Management Bodies of 2014 or if the Public Partner and/or Tender Commission has been directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the Public Partner or as may be required in connection with any legal process.
   2. **Governing Law**

The Bidding Process shall be governed by and construed in accordance with the PPP Law and Legislation and the courts of Uzbekistan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

* 1. **Public Partner Contact Details**

All correspondence and contact by Potential Bidders (including Consortium Members in the case of a Consortium) with the Public Partner in relation to this RFQ must be made directly in English, with an accompanying translation in either Uzbek or Russian languages, with the following representative as designated by the Public Partner or any alternative representative as notified by the Public Partner to the Potential Bidders.

|  |  |
| --- | --- |
| Public Partner's Representatives: | **Mr Azamat Nishonov**  **Mr Sarvar Ashurov**  Ministry of Preschool and School Education |
| Address: | 2A, Navoiy Str, Shayxontohur District Tashkent city 100011 Republic of Uzbekistan |
| Telephones: | +99855 503-74-00 (6110) +99855 503-74-00 (6141) |
| Emails: | [a.nishonov@uzedu.uz](mailto:a.nishonov@uzedu.uz)  s.ashurov@uzedu.uz |

In cases stipulated in this RFQ the Potential Bidders are required to copy the ADB’s Contact Person to the following address.

|  |  |
| --- | --- |
| ADB’s Representative | |
| Email: | [omda1uzbedu@adb.org](mailto:omda1uzbedu@adb.org) |
| Telephone: | +63-2-8632-4444 |

Appendix  
  
Annex A – Form of the NDA[[15]](#footnote-16)

NON-DISCLOSURE AGREEMENT

This Agreement is made in Tashkent, Uzbekistan, on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023 by way of adhesion of the potential bidder whose name, identity and the name of a duly authorized legal representative appear on the signature page of this Agreement (the "**Potential** **Bidder**") to the RFQ issued by Ministry of Preschool and School Education of the Republic of Uzbekistan ("**MPSE**"), as designated Public Partner for the Tashkent Public Schools PPP Project (the "**Project**") and the Ministry of Economy and Finance of the Republic of Uzbekistan ("**MEF**"), as a government support ministry (together referred to as the "**State Authorities"**).

WHEREAS:

1. The Potential Bidder will upload to a designated website-based virtual data room (the "**VDR**") and share potentially sensitive financial or proprietary information of confidential or non-confidential nature while pursuing business opportunities to be granted under the RFQ.
2. The Potential Bidder needs to be provided with the conditions of disclosure of such information and the rules governing use and the protection thereof.
3. In consideration of the State Authorities agreeing to grant access to the VDR, the Potential Bidder hereby agrees to comply with this Agreement.

NOW, THEREFORE, the Potential Bidder has now agreed on the following:

* + - 1. General
         1. This Agreement shall take effect on the date of execution and delivery of this Agreement by Potential Bidder to State Authorities via email (the "**Effective Date**"). Any use of the uploaded information by the Potential Bidder shall be construed as a consent, acceptance, execution and delivery of this Agreement regardless of its signature.
         2. Any information, documents or data in any form that contains proprietary, operational, financial, legal, corporate, technical, commercial or other publicly unavailable information pertaining to the subject matter of the RFQ as disclosed in the VDR or otherwise, including any information added at any time, information provided directly in response to questions and any other information, materials or data: (a) disclosed to the Potential Bidder by or on behalf of the State Authorities in any form or by any means or through any medium; or (b) disclosed to the State Authorities by or on behalf of the Potential Bidder in connection with the Project, ("**Confidential** **Information**") is being made available subject to, and on the terms and conditions of, this Agreement.
         3. This Agreement sets out the obligations, rules and procedures governing the confidentiality undertaking and use of the VDR to be made available to: (a) any ministry, department or political subdivision thereof, any municipality, any other governmental entity, instrumentality, agency, authority, committee or commission, under the direct or indirect control of the Government of the Republic of Uzbekistan, or any department or political subdivision thereof, or any independent regulatory authority relating thereto, having jurisdiction under the laws of Uzbekistan over the Project (together referred to as the "**Competent Authorities"**) and their respective associates, officers, statutory facilitation authority, and its appointed consultants and advisors (their "**Associates**"); (b) professional advisers appointed by the State Authorities: ADB Office of PPP, law firms of CMS and Centil Law Firm, Michael Ribbands and Martin Finnigan (the "**Advisors**"); (c) the Potential Bidders and their respective affiliates, employees, consultants and professional advisers (including, but not limited to: technical, financial, tax, accountant, legal) (the "**Authorized Users**") who need to know such information for the purpose of considering the Project; and (d) the Potential Bidder’s prospective contractors, co-sponsors or lenders, and their respective employees, consultants and professional advisers (each "**Permitted Users**" **–** who, together with Authorized Users, shall be referred to as "**Authorized Persons**"). The Potential Bidder shall make appropriate arrangements to ensure that its Authorized Persons agree to be bound by the confidentiality obligations with respect to the Confidential Information.
         4. The signing of this Agreement by the Potential Bidder’s Representative (as defined below) shall be deemed to be on behalf of all Authorized Users and Permitted Users with access to the VDR.
         5. Any breach of confidentiality by the Authorized Persons may result in rejection of the Application submitted by that Potential Bidder without any further consideration and termination of the Potential Bidder's right to continue in the Bidding Process in accordance with Section 9.1(a) of the RFQ.
         6. This Agreement shall expire upon successful award of the Project to a Winning Bidder, unless terminated earlier in accordance with the terms and conditions of this Agreement. Subject to the terms and conditions set forth in Clause 2, the Potential Bidder shall keep the Confidential Information confidential for a further two (2) years following the earlier to occur of termination or expiry of the Agreement.
      2. Confidentiality
         1. Subject to Clause 2.2, the Potential Bidder shall treat the Confidential Information as strictly confidential and shall use the Confidential Information solely for the purpose of submitting the Application in response to the RFQ and shall not disclose the Confidential Information other than to its Authorized Persons on the terms set forth herein.
         2. The term "Confidential Information" under this Agreement shall be deemed **not** to include information which the Potential Bidder can prove:

is or has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the Potential Bidder; or

is already known to or in the possession of the Potential Bidder, as evidenced by written documentation in its files; or

has been lawfully received from a third party without restrictions or breach of this Agreement; or

has been or is published without violation of this Agreement; or

is approved for the release or use in question by written authorization of the State Authorities; or

is required to be publicly disclosed by law, order or demand of a court of competent jurisdiction or the requirement of any relevant stock exchange or other regulatory government or official body.

* + - * 1. The Potential Bidder undertakes:

to keep the Confidential Information and any copies of it secure and in such a way as to prevent unauthorized access by any third party and not to disclose, copy, reproduce or distribute any Confidential Information or otherwise make it available to any person other than its respective Authorized Persons;

to use the Confidential Information solely for purposes of submitting the Application;

to inform the State Authorities immediately if it becomes aware that any Confidential Information has been disclosed to or come to the knowledge of an unauthorized third party;

at its own expense within seven (7) Days of withdrawing from the Bidding Process, or of being notified that it has been Disqualified, its proposal has been Rejected, or it not been declared as having won the Project and in any event on receipt of a written demand from the State Authorities:

to return or destroy all hard copies of Confidential Information that has been made available to it by or on behalf of the State Authorities which is in its possession or under its custody and control without keeping any copies;

to destroy all hard copies of Confidential Information prepared by it to the extent that the same contains, reflects or derives from information that has been made available to it by or on behalf of the State Authorities, except for the copies of Confidential Information contained in management presentations and/or board minutes related to the Potential Bidder’s internal evaluation of the Project and any related transaction, provided that such Confidential Information is kept only when needed to comply with applicable laws;

to the extent practicable, to expunge all Confidential Information from any computer, word processor or other device in its possession or under its custody or control; and

to confirm to the State Authorities in writing that the above actions have been taken.

* + - 1. VDR
         1. No representation or warranty (whether express or implied) is given and no responsibility or liability is accepted by the State Authorities (or their Associates and Advisors) as to the accuracy or completeness of the information disclosed in the VDR or otherwise.
         2. The Potential Bidder hereby: (i) acknowledges that in relation to the Project, the State Authorities are represented by the Advisors, and (ii) consents to such representation, notwithstanding that such Advisors may be engaged in other matters involving such Potential Bidder.
         3. The Potential Bidder hereby waives any liability to which ADB and its Advisors might be subject in connection with the Project and consents to the use and disclosure of any Confidential Information provided to or created by ADB or its Advisors in connection with the Project within only such departments of ADB (and the officers and employees working therein) as is necessary for the development and/or financing of the Project.
         4. Information disclosed in the VDR or otherwise, or any part thereof, does not constitute an offer or proposal by or on behalf of the State Authorities.
         5. Additional documents may be added to, and documents may be removed from, the VDR from time to time by or on behalf of, and at the discretion of, the State Authorities. The Potential Bidder should check the VDR regularly as the inclusion of new documents will be apparent from doing so. However, no obligation is undertaken or accepted by the State Authorities (or their Associates and Advisors) to provide any additional or updated information or to correct any inaccuracies or discrepancies in the information.
      2. Access to the VDR
         1. The VDR service is outsourced to a third-party provider, and accordingly the Potential Bidder shall: (a) allocate adequate time for processing of information; (b) upload the Application and any other required materials in format as prescribed by the RFQ; and (c) follow the instructions of the VDR provider necessary for registration, access, use, upload, download and compliance with security measures.
         2. The Potential Bidder shall ensure at all times that:

only Authorized Persons whose email addresses are indicated in the signature block below shall seek access to the VDR; and

the number of Authorized Persons who shall seek such access is limited only to those for whom it is strictly necessary for the purposes of, or in connection with, undertaking the Project.

* + - * 1. Access to the VDR by any Authorized Persons is subject to:

acceptance of VDR rules of a third-party provider; and

an authorized representative of the Potential Bidder, being the individual duly authorized under a corporate resolution, power of attorney or otherwise by the Potential Bidder and the signatory of this Agreement, (**Representative**) having:

signed and returned a copy of this Agreement via email; and

if available, countersigned and returned by email copies of any non-reliance letters issued by Advisors whose reports are included in the VDR, in each case as identified to the Representative by the State Authorities or ADB.

* + - * 1. The State Authorities reserve the right to refuse, terminate or withdraw access to the VDR (either in general or by any Authorized Persons) at any time at their own discretion without giving any reason. In particular, if the Potential Bidder withdraws from the Bidding Process (whether formally or informally), or it is Disqualified, or its proposal is Rejected, access to the VDR will be withdrawn.
        2. Subject to VDR rules related to scheduled downtime and communications, the VDR is expected to be open twenty-four (24) hours per day, seven (7) days per week from the date of its opening until the deadline for responding to the RFQ, or such other dates as notified by the State Authorities to the Potential Bidders. The information may subsequently be reopened to the successful Prequalified Bidders to respond to the RFP.
        3. The Potential Bidder acknowledges and accepts that neither the State Authorities, nor their respective Associates and Advisors, or other representatives, nor any of their respective officers, employees or agents accept responsibility for or make any representation, express or implied, nor gives any warranty with respect to the accuracy or completeness of the information provided in the VDR or accept any responsibility or liability for technical issues affecting the VDR service outsourced to a third-party provider.
      1. Use of the Information
         1. The Confidential Information may not be forwarded or shared other than in accordance with this Agreement.
         2. If any information is printed or downloaded, it shall be deemed to have been printed and/or downloaded on, and shall remain subject to, the terms of this Agreement (including, for the avoidance of doubt, the obligation to return or destroy the information).
         3. No attempt may be made to circumvent any of the security features of the VDR.
      2. Intellectual Property

Nothing in this Agreement or the disclosure of information or data hereunder is intended to grant or shall be construed as granting to the State Authority any title, rights or licenses in or under any patent, copyright or any other intellectual property right whatsoever of the Potential Bidder, other than the right to use such information or data for the purpose strictly authorized herein.

* + - 1. Security
         1. The Potential Bidder shall and shall procure that the Authorized Persons shall strictly adhere to the security rules of the VDR service provider. Authorized Persons must not reveal their user name or password to anyone for any reason whatsoever.
         2. When accessing the VDR, the Potential Bidders shall and shall procure that the Authorized Persons shall:

take all necessary steps to ensure that none of the Confidential Information contained therein is visible to, or capable of being overlooked by, other persons;

not leave their computer (or other communications device through which they have logged on to the VDR) unattended whilst they are logged on to the VDR; and

ensure that they log-out of the VDR when they have finished using it, by closing down their Internet browser program.

* + - * 1. It should be noted that the VDR system keeps a record of which user names have been used, and at what time, to access particular documents.
      1. Questions & Answers Procedure

The State Authorities will advise Potential Bidders as regards the procedure for submitting questions and requests for clarification, either via the VDR itself or separately.

* + - 1. Technical Support

Authorized Persons who experience technical difficulties in accessing or using the VDR should contact MPSE at [a.nishonov@uzedu.uz](mailto:a.nishonov@uzedu.uz) and [s.ashurov@uzedu.uz](mailto:s.ashurov@uzedu.uz).

* + - 1. Disclaimer and damages
         1. No liability is accepted by the State Authorities or their Associates and Advisors for any damage of any sort which may be caused to any computer, computer system or other communications device through which the VDR has been accessed, or any information stored on any such computer, computer system or other communications device, in any way resulting from the use of or the downloading of any information from the VDR. Use of the VDR is entirely at the user’s own risk.
         2. Without prejudice to Clause 1.5, the liability of the State Authorities or Potential Bidder for breach of this Agreement shall be limited to direct actual damages only. In no event shall the State Authority or Potential Bidder be liable for any other damages, including loss or deferment of revenue or profits (regardless of it being whether direct or indirect loss) or loss of opportunity or any incidental, indirect, consequential, special, or punitive damages, regardless of negligence or fault.
      2. Miscellaneous
         1. No variation, amendment or modification of this Agreement shall be effective unless it is issued by the State Authorities in writing and signed by the Potential Bidder.
         2. Save as expressly mandated by this Agreement with respect to Authorized Users and Permitted Users, the Potential Bidder may not transfer its rights or obligations under this Agreement in full or in part without the prior written consent of the State Authorities.
      3. Governing Law and Disputes
         1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed in accordance with the laws of Uzbekistan.
         2. The courts of Republic of Uzbekistan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement.

|  |
| --- |
| **Potential** **Bidder** |
| Name of Potential Bidder (*entity*): |
| By (*signature*): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Representative) |
| Name (print): |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | | | |
| **List of Authorized Persons:** | | | |
| Name | Affiliation | Position | Email |
| 1. [Insert name] 2. [Insert name] 3. [Insert name] |  |  |  |

Forms

Form 1 – RFQ Submission Identification Sheet

Form 2 – Letter of Application

Form 3 – Particulars of Potential Bidder

Forms 4A, 4B and 4C - Particulars of Eligible Projects

Form 5A, 5B – Certificate(s) from the auditor for Net Worth and Good Financial Standing

Form 6 – Letter of Authorization for Lead Sponsor of Consortium

Form 7 – Authorization (by Board Resolution) to Authorized Representative

Form 8 – Certificate of Compliance

Form 9 – Power of Attorney to Authorized Representative

Form 10A, 10B – Certificate(s) by Affiliate and O&M Contractor of Interest to Participate

Form 11 – Application Checklist

Form 1  
  
RFQ Submission Identification Sheet

**DUE DATE: [*insert date*]**

|  |  |
| --- | --- |
| Designation: |  |
| Address: |  |

**SUBMISSION OF APPLICATION UNDER  
THE REQUEST FOR QUALIFICATION FOR  
PUBLIC PRIVATE PARTNERSHIP PROJECT TO  
DESIGN, BUILD, FINANCE AND MAINTAIN   
NEW SCHOOL BUILDINGS IN  
THE TASHKENT CITY AND TASHKENT REGION OF  
THE REPUBLIC OF UZBEKISTAN**

|  |  |
| --- | --- |
| Name of Potential Bidder: |  |
| Name of Lead Sponsor (if applicable): |  |
| Name(s) of the Consortium Members (if applicable): |  |
| Address[[16]](#footnote-17): |  |
| Phone Number: |  |
| Fax Number: |  |
| Email: |  |
| Date and Time of Submission of the Application: |  |
|  | (For office use only. To be filled in by the Public Partner on receipt of Application[[17]](#footnote-18)) |

Form 2  
  
Letter of Application[[18]](#footnote-19)

Date: [***please insert day, month, year***]

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

**Subject: Request for Qualification (“RFQ”) for the Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan**

Terms defined in the RFQ shall have the same meaning when used in this Letter of Application unless otherwise stated.

I, *[Name],* being duly authorized to represent and act on behalf of [***please insert the name of the Potential Bidder***] (the **"Potential Bidder"**) a *[corporation/partnership/Consortium*] *[organised and existing under the laws of [place]/organised by agreement among its Consortium Members*], hereby declare that:

1. having reviewed and examined the RFQ and any Addenda and Corrigenda and having fully understood all the information provided therein and in accordance with the same, the Potential Bidder hereby applies to be prequalified for the RFP Stage of the Bidding Process, and agrees and undertakes to abide by all the terms and conditions of the RFQ;
2. all statements made and all information and documents provided by the Potential Bidder in or in connection with this Application are true and correct; nothing has been omitted which renders such information misleading; all documents accompanying such Application are true copies of their respective originals; and the Tender Commission may rely on such statements, information and documents when evaluating Applications for prequalification under the RFQ;
3. the Tender Commission is authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection to this RFQ, and to seek clarification from our accountants and clients regarding any financial and technical aspects of the Application. The Potential Bidder and each Consortium Member hereby authorizes third parties to supply information required to verify statements and information submitted in its Prequalification Documents. The Potential Bidder shall make available to the Tender Commission any additional information it requests to supplement or verify anything in the Application;
4. the Potential Bidder acknowledges the right of the Public Partner to amend the scope or value of the Project, reject any bid or terminate the Bidding Process at any time without assigning any reason whatsoever and without incurring any liability, and acknowledges that the Public Partner and Tender Commission is neither bound to accept any Application nor invite the Prequalified Bidders to submit Proposals. The Potential Bidder waives to the fullest extent of the Legislation, its right to seek and obtain a court injunction or restraining order against the Public Partner or the Tender Commission and its members, to prevent or restrain the RFQ stage of the Bidding Process, the holding of the RFP Stage of the Bidding Process, the award of the PPPA or any proceedings related thereto or to make any claim for reimbursement of any cost or liability;
5. [the Potential Bidder is not]/[no Consortium Member is][[19]](#footnote-20) another Potential Bidder nor a Consortium Member of any other Consortium which is an Potential Bidder for the Project;
6. the Potential Bidder [and each Consortium Member][[20]](#footnote-21) do(es) not have a Conflict of Interest in relation to this Project;
7. if, following submission of this Application, any change in facts or circumstances may mean the Potential Bidder would be ineligible, or result in the Rejection or Disqualification of the Potential Bidder from the Bidding Process in accordance with the terms, the Potential Bidder shall inform the Public Partner of the same immediately copying the ADB’s Representative;
8. [this Application and any subsequent Proposal as well as any resulting PPPA shall legally bind all Consortium Members, jointly and severally;][[21]](#footnote-22) and
9. the Tender Commission and/or Public Partner and their authorized representatives may contact the following persons for further information or clarification:

|  |  |
| --- | --- |
| **Key Contact Person:** |  |
| Name: |  |
| Designation: |  |
| Address: |  |
| Tel No. |  |
| Mobile |  |
| Email: |  |
| *(Please fill in details of the key contact person)* | |
| **Alternative Contact:** |  |
| Name: |  |
| Designation: |  |
| Address: |  |
| Tel No. |  |
| Mobile |  |
| Email: |  |
| *(Please fill in details of an alternative contact person)* | |

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by [***insert name of Authorized Representative***]  for and on behalf[[22]](#footnote-23) of [***insert name Potential Bidder, if a single entity or Lead Sponsor, if a Consortium***]: | )  )  )  ) |  |  |

**Enclosures:**

1. Particulars of the Potential Bidder, together with its attachments
2. Particulars of Eligible Projects, together with its attachments
3. Certificate from the Auditor for Net Worth and compliance with other Financial Prequalification Requirements, together with its attachments
4. Certificate from the Auditor for Good Financial Standing
5. [Letter of Authorization for Lead Sponsor of Consortium][[23]](#footnote-24)
6. Authorization(s) (by board resolution) to Authorized Representative
7. Certificate of Compliance
8. Power of Attorney to Authorized Representative
9. Certificate by Affiliate of Interest to Participate[[24]](#footnote-25)
10. Certificate by O&M Contractor of Interest to Participate[[25]](#footnote-26)
11. Application Checklist

Form 3  
  
Particulars of the POTENTIAL BIDDER

**A – Particulars of the Potential Bidder or, in the case of a Consortium, each Consortium Member[[26]](#footnote-27)**

|  |  |
| --- | --- |
| **Name of Potential Bidder/ Consortium Member:** |  |
| **Country of incorporation or registration:** |  |
| **Date of incorporation or registration:** |  |
| **Company/ business registration number (if any):** |  |
| **Registered address:** |  |
| **Brief description of its business:** |  |
| **Website (if any):** |  |
| **Shareholders or owners[[27]](#footnote-28):** |  |
| **Ultimate parent company or owner:[[28]](#footnote-29)**  (being the person who ultimately, directly or indirectly, controls the Potential Bidder / Consortium Member) |  |
| **Authorized Representative:**  (as authorized under the board resolution or power of attorney) |  |
| **Contact Person:**  (include name, telephone, email and postal address) |  |
| **Required attachments to this form:** | 1. Board resolution or power of attorney (if applicable) as per Section 7.5(b) to Authorized Representative 2. Certified copy of certificate of incorporation or registration 3. Certified copy of certificate of good standing (or similar official document) issued not earlier than 6 (six) months prior to the Due Date 4. Certified copies of up-to-date constitutional documents of the Potential Bidders /Consortium Member. |

**B – Business Structure in the case of a Consortium[[29]](#footnote-30)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Name of Consortium Member** | **Equity shareholding (%)** | **Name of Financial Nominee and its Net Worth**  (as certified in the Form 5 A) | **Name of Financial Nominee and Third Party Debt raised (if applicable)**  (as certified in the Form 5 A) | **Registered and Operating in Uzbekistan**  **(Yes/No)** |
| Lead Sponsor |  |  |  |  |  |
| Consortium Member |  |  |  |  |  |
| Consortium Member |  |  |  |  |  |
| Consortium Member |  |  |  |  |  |
| Consortium Member |  |  |  |  |  |

**C – Roles of Nominated Affiliates (if applicable)**

|  |  |
| --- | --- |
| **Name of Nominated Affiliate[[30]](#footnote-31)** | **Proposed role**  (with reference to the financial, technical, operation and maintenance obligations of the Project) |
|  |  |
|  |  |

Form 4A  
  
Particulars of CATEGORY 1 Eligible Projects  
(DESIGN AND CONSTRUCTION)[[31]](#footnote-32)

|  |  |
| --- | --- |
| **Name of Reference Project submitted by the Potential Bidder for the purposes of satisfying the Eligible Projects Criteria** | *[insert name of the project]* |
| **Eligible Project Nominee responsible for the Reference Project** | *[include name, company registration number and registered address]* |
| **Relationship of Eligible Project Nominee to the Potential Bidder** | *[Potential Bidder / Consortium Member / Affiliate] (as applicable)]* |
| **Date of Contract Award** |  |
| **Employer/ Public Partner** | *[include full name, company registration number (if applicable) and principal address]* |
| **Location of Reference Project** | *[include town/city, region/state and country]* |
| **Description of Reference Project** | [Design and construction] of two Social Sector infrastructure facilities [*insert other relevant details including capacity, size, sector, form etc.*] AND  [Design and construction] of three [any sector infrastructure facilities] [*insert other relevant details including capacity, size, sector, form etc.*] |
| **Date Reference Project was completed and opened to operations** | [*include date of issuance of a construction permit, date of issuance of occupancy permit, or date of issuance of other proof of completion of construction*] |
| **Reference Project Cost** | *[insert design and construction cost]* |
| **Role of Eligible Project Nominee in the Reference Project** |  |
| **Equity Shareholding of Eligible Project Nominee in the relevant Project Company or EPC Contractor** |  |
| **Is Reference Project the Social Sector infrastructure facilities with minimum gross built-up area of 6,000 square meter** | [Yes/No with information on the specific sector (hospital, school, etc.) and the gross built-up area] |
| **Was Reference Project implemented on an EPC or PPP Basis** | [Design and Construction/PPP] *(delete as appropriate)* |
| **Details of Referee for Reference Project** | *[name and contact details of a referee]* |
| **Required attachments to this form:** | 1. If the Eligible Project Nominee responsible for the Reference Project is an Affiliate of the Potential Bidder or the Consortium Member: (i) certified copy of its certificate of incorporation or registration; (ii) Certified copy of its certificate of good standing (or similar official document) issued in the country of jurisdiction not earlier than six (6) months prior to the Due Date; and (iii) if the above documents do not clearly show the affiliation with the Potential Bidder or the Consortium Member, any official document clearly evidencing the fact of affiliation with the Potential Bidder or the Consortium Member. ; 2. Any evidence that may be supplied to support the details of the Reference Project set out in this form. For example,  * Certificate issued by the relevant customer/employer containing name of the Eligible Project Nominee, design capacity, completion date; * Extract from relevant contracts on Reference Projects (commercial and sensitiveinformation to be redacted and to remain confidential); * public, verifiable data published by authorities of a country of jurisdiction of Eligible Project Nominee or a country of realization of Reference Project; * company brochures of the Eligible Project Nominee, links to websites of the Employer/ Public Partner or the Eligible Project Nominee describing the Reference Project; * proof of completion of construction (so called “acceptance acts” or “occupancy permit”, or other document applicable under the respective jurisdiction); * reports prepared or technical papers published in respect of the Reference Project. |

***Note:*** *Repeat the table above for each Reference Project submitted as a potential Category 1 Eligible Project (design and construction) for the purpose of satisfying the Eligible Projects Criteria.*

Form 4B  
  
Particulars of CATEGORY 1 Eligible Projects (OPERATION AND MAINTENANCE)[[32]](#footnote-33)

|  |  |
| --- | --- |
| **Name of Reference Project submitted by the Potential Bidder for the purposes of satisfying the Eligible Projects Criteria** | *[insert name of the project]* |
| **Eligible Project Nominee responsible for the Reference Project** | *[include name, company registration number and registered address]* |
| **Relationship of Eligible Project Nominee to the Potential Bidder** | *[Potential Bidder / Consortium Member / Affiliate] (as applicable)]* |
| **Date of Contract Award** |  |
| **Employer/ Public Partner** | *[include full name, company registration number (if applicable) and principal address]* |
| **Location of Reference Project** | *[include town/city, region/state and country]* |
| **Description of Reference Project** | [Operation and maintenance] of two Social Sector infrastructure facilities [*insert other relevant details including capacity, size, description of O&M services*] |
| **Date Reference Project commenced O&M services** |  |
| **Date Reference Project completed O&M services** | *[insert date that services ended or, if services are ongoing, insert end date of current services contract]* |
| **Reference Project Cost** | *[insert operation and maintenance cost per year or for a specified number of years]* |
| **Role of Eligible Project Nominee in the Reference Project** |  |
| **Equity Shareholding of Eligible Project Nominee in the relevant Project Company or O&M Contractor** |  |
| **Is Reference Project the facilities in the Social Sector** | [Yes/No with information on the specific sector (hospital, school, etc.)] |
| **Duration of the Contract** | *[years]* |
| **Was Reference Project implemented on an O&M or PPP Basis** | [O&M/PPP] *(delete as appropriate)* |
| **Details of Referee for Reference Project** | *[name and contact details of a referee]* |
| **Required attachments to this form:** | 1. If the Eligible Project Nominee responsible for the Reference Project is an Affiliate of the Potential Bidder or the Consortium Member: (i) certified copy of its certificate of incorporation or registration; (ii) Certified copy of its certificate of good standing (or similar official document) issued in the country of jurisdiction not earlier than six (6) months prior to the Due Date; and (iii) if the above documents do not clearly show the affiliation with the Potential Bidder or the Consortium Member, any official document clearly evidencing the fact of affiliation with the Potential Bidder or the Consortium Member. ; 2. Any evidence that may be supplied to support the details of the Reference Project set out in this form. For example,  * Certificate issued by the relevant customer/employer containing name of the Eligible Project Nominee, design capacity, operation start date, annual volume treated; * Extract from relevant contracts on Reference Projects (commercial and sensitive information to be redacted and to remain confidential); * public, verifiable data published by authorities of country of jurisdiction of Eligible Project Nominee or country of realization of Reference Project; * company brochures of the Eligible Project Nominee, links to websites of the Employer/ Public Partner or the Eligible Project Nominee describing the Reference Project; * reports prepared or technical papers published in respect of the Reference Project. |

***Note:*** *Repeat the table above for each Reference Project submitted as a potential Category 1 Eligible Project (O&M) for the purpose of satisfying the Eligible Projects Criteria.*

Form 4c  
  
Particulars of CATEGORY 2 Eligible Projects [[33]](#footnote-34)

|  |  |
| --- | --- |
| **Name of Reference Project submitted by the Potential Bidder for the purposes of satisfying the Eligible Projects Criteria** | *[insert name of the project]* |
| **Eligible Project Nominee responsible for the Reference Project** | *[include name, company registration number and registered address]* |
| **Relationship of Eligible Project Nominee to the Potential Bidder** | *[Potential Bidder / Consortium Member / Affiliate] (as applicable)]* |
| **Date of Contract Award** |  |
| **Employer/ Public Partner** | *[include full name, company registration number (if applicable) and principal address]* |
| **Location of Reference Project** | *[include town/city, region/state and country]* |
| **Description of Reference Project** | *[insert whether design, construction, operation, maintenance etc.] of [insert relevant details]* |
| **Is Reference Project the Social Sector infrastructure facilities with minimum gross built-up area of 6,000 square meter** | [Yes/No with information on the specific sector (hospital, school, etc.) and the gross built-up area] |
| **Date Reference Project commenced construction** |  |
| **Date Reference Project commenced operation or service** |  |
| **Date Reference Project completed operation or service** | *[insert date that services ended or, if services are ongoing, insert end date of current contract]* |
| **Reference Project Cost** | *[insert design and construction cost]*  *[insert operation and maintenance or service cost per year or for a specified number of years]* |
| **Role of Eligible Project Nominee in the Reference Project** |  |
| **Equity Shareholding of Eligible Project Nominee in the relevant Project Company or O&M Contractor** |  |
| **Details of Referee for Reference Project** | *[name and contact details of a referee]* |
| **Required attachments to this form:** | 1. If the Eligible Project Nominee responsible for the Reference Project is an Affiliate of the Potential Bidder or the Consortium Member: (i) certified copy of its certificate of incorporation or registration; (ii) Certified copy of its certificate of good standing (or similar official document) issued in the country of jurisdiction not earlier than six (6) months prior to the Due Date; and (iii) if the above documents do not clearly show the affiliation with the Potential Bidder or the Consortium Member, any official document clearly evidencing the fact of affiliation with the Potential Bidder or the Consortium Member. 2. Any evidence that may be supplied to support the details of the Reference Project set out in this form. For example,  * Certificate issued by the relevant customer/employer containing name of the Eligible Project Nominee; * Extract from relevant contracts on Reference Projects (commercial and sensitive information to be redacted and to remain confidential); * public, verifiable data published by authorities of a country of jurisdiction of Eligible Project Nominee or a country of realization of Reference Project; * company brochures of the Eligible Project Nominee, links to websites of the Employer/ Public Partner or the Eligible Project Nominee describing the Reference Project; * reports prepared or technical papers published in respect of the Reference Project. |

***Note:*** *Repeat the table above for each Reference Project submitted as a potential Category 2 Eligible Project (PPP) for the purpose of satisfying the Eligible Projects Criteria.*

FORM 5A  
  
FORMAT OF CERTIFICATE FROM THE AUDITOR FOR NET WORTH AND COMPLIANCE WITH OTHER FINANCIAL PREQUALIFICATION REQUIREMENTS[[34]](#footnote-35)

Based on the books of accounts of [*(****insert name of the Financial Nominee****)*] (Financial Nominee), the Financial Nominee of [*(****insert name of the Potential Bidder/Consortium Member****)*](**Potential Bidder/Consortium Member**), and other published information authenticated by it, this is to certify that:

1. The Financial Nominee is a [relationship with Potential Bidder/Consortium Member] of (Potential Bidder/Consortium Member) and is an Affiliate of the (Potential Bidder/Consortium Member).
2. As on [*insert date*], the [Potential Bidder's/Consortium Member’s] Net Worth is USD [*indicate in numbers*] (United States Dollars [*indicate in words*]).

The Net Worth of the [Potential Bidder/Consortium Member] has been calculated in accordance with the terms set out in the Request for Qualification (**RFQ**) issued by the Ministry of Preschools and Schools Education, Government of Uzbekistan on [XXX].

1. The [Financial Nominee] is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 (three) Financial Years immediately preceding the date of submission of the Application:

(a) undergoing any corporate debt restructuring or similar process under the laws of the country of its incorporation;

(b) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator or receiver; or

(c) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

1. [Applicable to Financial Nominees whose third party debt raising experiences are used to meet financial qualification in Section 4.2(c)(i)(E).] The [Financial Nominee] has raised third party debt with details as shown in the below table.

|  |  |
| --- | --- |
| **Third Party Debt Information (1)** |  |
| (i) Applicable project for which third party debt was secured | *[include project name, location and sector]* |
| (ii) Aggregate amount of third party debt |  |
| (iii) Date of financial close of third party debt (in the [5 (five)] year period falling prior to and ending on the Due Date) |  |
| (iv) date of first drawdown of third party debt |  |
| (v) Date of final drawdown of third party debt |  |
| (vi) Tenor of third party debt |  |
| (vii) Name of borrower | *[include name, company registration number and registered address]* |
| (viii) Name of lender(s) |  |
| **Third Party Debt Information (2)** |  |
| (i) Applicable project for which third party debt was secured | *[include project name, location and sector]* |
| (ii) Aggregate amount of third party debt |  |
| (iii) Date of financial close of third party debt (in the [5 (five)] year period falling prior to and ending on the Due Date) |  |
| (iv) date of first drawdown of third party debt |  |
| (v) Date of final drawdown of third party debt |  |
| (vi) Tenor of third party debt |  |
| (vii) Name of borrower | *[include name, company registration number and registered address]* |
| (viii) Name of lender(s) |  |

Required to attached to this form: If the Financial Nominee applicant is an Affiliate of the Potential Bidder or the Consortium Member: (i) certified copy of its certificate of incorporation or registration; and (ii) Certified copy of its certificate of good standing (or similar official document) issued in the country of jurisdiction not earlier than six (6) months prior to the Due Date.

FORM 5B   
FORMAT OF CERTIFICATE FROM THE AUDITOR  
FOR GOOD FINANCIAL STANDING[[35]](#footnote-36)

Based on the books of accounts of [*(****insert name of the Potential Bidder/Consortium Member****)*] (**Potential Bidder/Consortium Member**), and other published information authenticated by it, this is to certify that:

The [***Potential Bidder/Consortium Member***] is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 (three) Financial Years immediately preceding the date of submission of the Bid:

(a) undergoing any corporate debt restructuring or similar process under the laws of the country of its incorporation;

(b) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator or receiver; or

(c) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

Form 6  
  
Letter of authoriZation FOR LEAD SPONSOR OF CONSORTIUM[[36]](#footnote-37)

Date: [***please insert day, month, year***]

To: [ ]

Dear Sir,

**Subject: Request for Qualification (“RFQ”) for the Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan**

Terms defined in the RFQ shall have the same meaning when used in this Letter of Application unless otherwise stated.

We, [PLEASE INSERT NAMES AND ADDRESS OF A CONSORTIUM MEMBER(S)] do hereby irrevocably appoint and authorize [PLEASE INSERT NAME AND ADDRESS OF THE LEAD SPONSOR] (**"Lead Sponsor"**) to represent each of us individually and all of us collectively as Consortium Members in [PLEASE INSERT NAME OF THE POTENTIAL BIDDER] (the **"Potential Bidder"** or the **"Consortium"**) in all matters in connection with the RFQ, including but not limited to: executing and submitting of the Application, Proposal and other relevant documents; participating in the Pre-Application Meeting and other conferences held during the RFQ or otherwise during the Bidding Process; providing or submitting queries and requests for clarification to the Public Partner and/or Tender Commission; providing information and responses to the Public Partner and/or Tender Commission; representing the Consortium in all matters before the Public Partner and/or Tender Commission; signing and execution of all contracts including the PPPA and undertakings consequent to acceptance of the Consortium's bid, and generally dealing with the Public Partner and /or Tender Commission in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award of the Project to the Consortium.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by the Lead Sponsor pursuant to and in exercise of the powers conferred by this letter of authorization and that all acts, deeds and things done by the Lead Sponsor in exercise of the authority hereby conferred shall and shall always be deemed to have been done by us.

This letter of authorization shall be governed by, and construed in accordance with, the laws of [ ] and the courts of [ ] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this letter of authorization.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by [***insert name of Authorized Representative of a Consortium Member***]  for and on behalf of [***insert name of a Consortium Member***][[37]](#footnote-38): | )  )  )  ) |  |  |

Form 7  
  
AuthoriZation OF REPRESENTATIVE[[38]](#footnote-39)[[39]](#footnote-40)

**IT WAS RESOLVED THAT:**

1. [PLEASE INSERT NAME OF THE NOMINATED REPRESENTATIVE] (**"Authorized Representative"**) of [PLEASE INSERT ADDRESS OF THE NOMINATED REPRESENTATIVE] be hereby appointed and authorized to act on behalf of [PLEASE INSERT NAME OF THE POTENTIAL BIDDER OR CONSORTIUM MEMBER] (**"Company"**) in all matters in connection with the Request for Qualification for the Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan (**"RFQ"**), including but not limited to: executing and submitting of the Application, Proposal and other relevant documents (including power of attorney); participating in the Pre-Application Meeting and other conferences held during the RFQ or otherwise during the RFP or Bidding Process; providing or submitting queries and requests for clarification to the Public Partner and/or Tender Commission; providing information and responses to the Public Partner/Tender Commission; representing the Company in all matters before the Public Partner/Tender Commission [and other Consortium Members][[40]](#footnote-41); signing and execution of all contracts including the PPPA and undertakings consequent to acceptance of the bid, and generally dealing with the Public Partner/Tender Commission [and other Consortium Members][[41]](#footnote-42) in all matters in connection with the Bidding Process for the Project and/ or upon award of the Project to the Company or the Consortium of which the Company is a member; and
2. all acts, deeds and things lawfully done or caused to be done by the Authorized Representative pursuant to and in exercise of the powers conferred by this resolution be hereby ratified and confirmed.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by [***insert name of Authorized Representative of a Potential Bidder or Consortium Member***]  for and on behalf of [***insert name of a Potential Bidder or Consortium Member***]: | )  )  )  )  ) |  |  |

Form 8  
  
Certificate of Compliance[[42]](#footnote-43)[[43]](#footnote-44)

1. This certificate is entered into in connection with the Request for Qualification for the Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan (**"RFQ"**). Terms defined in the RFQ shall have the same meaning when used herein unless otherwise stated.
2. The undersigned, [PLEASE INSERT NAME OF THE OFFICIAL], of legal age, and residing at [PLEASE INSERT ADDRESS], personally, and as [PLEASE INSERT THE OFFICIAL CAPACITY] of [PLEASE INSERT NAME OF THE POTENTIAL BIDDER /CONSORTIUM MEMBER], [a company/a partnership][[44]](#footnote-45) duly organized under the laws of [PLEASE INSERT NAME OF THE COUNTRY] ([the **"Potential Bidder"**]/[the **"Consortium Member"**][[45]](#footnote-46)), hereby certifies that:
   1. all statements, representations, information and other matters of fact made in this Application including any attachments and enclosures are true, complete and accurate; nothing has been omitted which renders such information misleading and all documents accompanying such Application are true copies of their respective originals;
   2. [it has been nominated as a(n) [Financial Nominee]/ [Category 1/Category 2 Eligible Project Nominee] for the Potential Bidder and has been allocated the role of *[insert role consistent with part B of Form 3]* in the Project and:
3. is willing to participate in the Project in the role allocated to it in the Application;
4. has the required experience and capacity to under the role allocated to it in the Application; and
5. without limiting the generality of paragraph a) above, all statements, representations, information and other matters of fact made in the [Particulars of Category 1 and/or Category 2 Eligible Projects]/[Particulars of Financial Capability] submitted with the Application in respect of [Reference Projects carried out by it]/[its financial capability] are true, complete and accurate; nothing has been omitted which renders such information misleading and all documents accompanying such particulars are true copies of their respective originals;
   1. the [Potential Bidder]/[Consortium Member] is a corporation or business organisation, duly incorporated or validly existing and duly registered under the laws of its country of domicile;
   2. the [Potential Bidder]/[Consortium Member] is participating in only one Application;
   3. [the [Potential Bidder]/[Consortium Member] has not been the subject of any court or arbitral award decision determined against the [Potential Bidder]/[Consortium Member] in respect of any Material Contract to which the [Potential Bidder]/[Consortium Member] was a party during the last 5 (five) years, for which the [Potential Bidder]/[Consortium Member] was or is required to pay damages in an amount that had or could reasonably be expected to have a material adverse effect on the business or condition (financial or otherwise) of the [Potential Bidder]/[Consortium Member]];
   4. none of the events or circumstances set out in Section [6.3(b)](#section_6_3_b) or 6.3(c) of the RFQ apply to the [Potential Bidder]/[Consortium Member][[46]](#footnote-47);
   5. the [Potential Bidder]/[Consortium Member][[47]](#footnote-48) does not have a Conflict of Interest as set out in the RFQ;
   6. neither the [Potential Bidder]/[Consortium Member] nor its Connected Persons, have been (i) convicted of fraud, corruption, collusion or money laundering or for a criminal act involving dishonesty, physical violence or harm to human life; or (ii) is under investigation for, such criminal activities;
   7. neither the [Potential Bidder]/[Consortium Member] nor its Connected Persons, have been excluded or disqualified from a bid or other public procurement process in the Republic of Uzbekistan;
   8. the [Potential Bidder]/[Consortium Member][[48]](#footnote-49) has taken steps to ensure its conformity and the conformity of its partners, suppliers, sub-contractors, sub-consultants, officers, employees, agents, service providers and advisers with the provisions under Sections 8 and 9.1 of the RFQ;
   9. the [Potential Bidder]/[Consortium Member][[49]](#footnote-50) has not, directly or indirectly or through an agent, engaged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the Bidding Process for the Project or in the Bidding Process for any other project in the previous 3 (three) years and is not otherwise in breach of the terms of Section 8; and
   10. the [Potential Bidder]/[Consortium Member] has complied with and undertakes to continue to comply with the terms and conditions of the RFQ.

|  |  |
| --- | --- |
|  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Executed as a deed by [***insert name of company in bold and upper case***] acting by [***insert name of Authorized Representative***]: |  | )  )  )  ) |  | |
| Signature of Authorized Representative | |  | …………………………………………… |

Form 9  
  
POWER OF ATTORNEY TO AUTHORIZED REPRESENTATIVE[[50]](#footnote-51)

This Power of Attorney is entered into in connection with the Request for Qualification for the Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan (**"RFQ"**). Terms defined in the RFQ shall have the same meaning when used herein unless otherwise stated.

The undersigned, [PLEASE INSERT NAME OF THE Potential Bidder/Consortium Member and address of its registered office] duly organized under the laws of [COUNTRY] (the "**Potential Bidder**" or “**Consortium Member**” respectively), represented by [PLEASE INSERT FULL NAME OF OFFICIAL, POSITION], hereby authorize:

[FULL NAME OF THE PERSON], a [CITIZENSHIP] national born on [DATE] and holding [TYPE AND DETAILS OF IDENTIFICATION DOCUMENT (e.g. PASSPORT)], who is presently residing at [PLACE OF RESIDENCE],

as true and lawful representative (the **"Authorized Representative"**) to do in the name and on behalf of the Potential Bidder/Consortium Member[[51]](#footnote-52), all such acts, deeds and things as are necessary or required in connection with submission of our Application and Proposals for the Project pursuant to the RFQ and other tender documentation issued by the Ministry of Preschool and School Education of the Republic of Uzbekistan (the **"Public Partner"**), including but not limited to:

1. signing and submission of the Application and Proposal(s), including their revocation, and any other documents or writings or providing oral explanations, considerations related to the tender process;
2. participation in the Pre-Application Meeting and providing information/responses to the requests of Tender Commission/Public Partner;
3. representing the Potential Bidder/Consortium Member in all matters before the Tender Commission/Public Partner;
4. Signing a Letter of Authorization for the Lead Sponsor;[[52]](#footnote-53)
5. participating in negotiations with the MPSE on terms and conditions of the PPPA and [signing and execution of all contracts including the PPP Agreement], and
6. generally dealing with the Tender Commission/Public Partner in all matters in connection with or relating to or arising out of the Application and Proposal(s) for the Project.

The [Potential Bidder/Consortium Member] hereby confirms that all acts, deeds and things lawfully done or caused to be done by the Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney shall be deemed to have been done by the Potential Bidder/Consortium Member.

This Power of Attorney shall remain in force until [DATE]. This Power of Attorney shall cease if the submitted Application or any Proposal is revoked or rejected or the PPPA is concluded with another Potential Bidder.

The powers under this Power of Attorney are not transferrable to another person.

IN WITNESS WHEREOF THE [POTENTIAL BIDDER/CONSORTIUM MEMBER] HAS EXECUTED THIS POWER OF ATTORNEY ON THIS [DATE] IN [PLACE].

For [NAME OF THE POTENTIAL BIDDER/CONSORTIUM MEMBER]

[Name, Title]

[Signature]

[Corporate Seal if available][[53]](#footnote-54)

Form 10A  
  
Certificate BY Affiliate of [Potential Bidder]/[Consortium Member] of INTEREST to participate[[54]](#footnote-55)

1. This certificate is entered into in connection with the Request for Qualification for the Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan (**"RFQ"**). Terms defined in the RFQ shall have the same meaning when used herein unless otherwise stated.
2. The undersigned, [PLEASE INSERT NAME OF THE OFFICIAL], of legal age, and residing at [PLEASE INSERT ADDRESS], personally, and as [PLEASE INSERT THE OFFICIAL CAPACITY] of [PLEASE INSERT NAME OF THE AFFILIATE], [a company/a partnership][[55]](#footnote-56) duly organized under the laws of [PLEASE INSERT NAME OF THE COUNTRY] (the **"Nominated Affiliate"**]), hereby certifies that:
   1. it has been nominated as a [Category 1/Category 2 Eligible Project Nominee]/ [Financial Nominee] for the Potential Bidder and has been allocated the role of *[insert role consistent with part C of Form 3]* in the Project] and:
3. is willing to support the Project as required in the role allocated to it in the Application;
4. has the required [experience and capacity]/[Financial Capacity] to undertake the role allocated to it in the Application; and
5. without limiting the generality of paragraph (a) above, all statements, representations, information and other matters of fact made in the [Particulars of Category 1 and/or Category 2 Eligible Projects]/ Net Worth and Other Financial Prequalification Requirements submitted with the Application in respect of [Reference Projects carried out by it]/[its financial capability] are true, complete and accurate; nothing has been omitted which renders such information misleading and all documents accompanying such particulars are true copies of their respective originals;
   1. if the Potential Bidder is selected as the Winning Bidder, the Nominated Affiliate shall enter into a contract with the Private Partner to perform the obligations and assume the attendant liabilities as the [*insert role consistent with part C of Form 3*] for the Project;
   2. [if the Potential Bidder is selected as the Winning Bidder, the Nominated Affiliate will ensure the [Consortium Member]/[Potential Bidder] contribute sufficient equity for the purposes of satisfying the [Consortium Member's]/[Potential Bidder's] equity commitments to the Project;][[56]](#footnote-57)
   3. [if the Potential Bidder is selected as the Winning Bidder, the Nominated Affiliate will support the [Consortium Member]/[Potential Bidder] by providing such technical support and expertise at it may be required for the purposes of ensuring that the Winning Bidder can deliver its obligations in respect of the Project to the extent that is consistent with the role of [*insert role consistent with part C of Form 3*] in the Project].[[57]](#footnote-58)
   4. the Nominated Affiliate is a corporation or business organisation, duly incorporated or validly existing and duly registered under the laws of its country of domicile;
   5. the Nominated Affiliate is not participating in any other Application, whether as a nominated Affiliate, a Consortium Member or Potential Bidder;
   6. none of the events or circumstances set out in Section 6.3(c) (iii) of the RFQ apply to the Nominated Affiliate;
   7. the Nominated Affiliate has not been the subject of any court or arbitral award decision determined against the Nominated Affiliate in respect of any Material Contract to which the Nominated Affiliate was a party during the 5 (five) years falling prior to and ending on the Due Date, for which the Nominated Affiliate was or is required to pay damages in an amount that had or could reasonably be expected to have a material adverse effect on the business or condition (financial or otherwise) of the Nominated Affiliate;
   8. the Nominated Affiliate has not, directly or indirectly or through an agent, engaged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the previous 3 (three) years and is not otherwise in breach of the terms of Section 8 of the RFQ; and
   9. the signatory to this certificate is authorized to execute this certificate on behalf of the Nominated Affiliate pursuant to the [power of attorney]/[board resolution] attached.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Executed as a deed by [***insert name of company in bold and upper case***] acting by [***insert name of Authorized Representative***]: |  | )  )  )  ) |  | |
| Signature of Authorized Representative | |  | …………………………………………… |

Form 10B  
  
Certificate BY O&M Service Provider/Contractor of INTEREST to participate[[58]](#footnote-59)

1. This certificate is entered into in connection with the Request for Qualification for the Public Private Partnership Project to Design, Build, Finance and Maintain New School Buildings in the Tashkent City and Tashkent Region of the Republic of Uzbekistan (**"RFQ"**). Terms defined in the RFQ shall have the same meaning when used herein unless otherwise stated.
2. The undersigned, [PLEASE INSERT NAME OF THE OFFICIAL], of legal age, and residing at [PLEASE INSERT ADDRESS], personally, and as [PLEASE INSERT THE OFFICIAL CAPACITY] of [PLEASE INSERT NAME OF THE AFFILIATE], [a company/a partnership][[59]](#footnote-60) duly organized under the laws of [PLEASE INSERT NAME OF THE COUNTRY] (the **"Nominated O&M Service Provider/Contractor"**]), hereby certifies that:
   1. it has been nominated as a Category 1 Eligible Project Nominee for the O&M Service Provider/Contractor of the Potential Bidder as per the Section 4.3(c)(ii) of the RFQ and has been allocated the role of the O&M service provider/contractor in the Project and:
3. is willing to support the Project as required in the role allocated to it in the Application;
4. has the required experience and capacity to undertake the role allocated to it in the Application; and
5. without limiting the generality of paragraph (a) above, all statements, representations, information and other matters of fact made in the Particulars of Category 1 Eligible Projects submitted with the Application in respect of [Reference Projects carried out by it] are true, complete and accurate; nothing has been omitted which renders such information misleading and all documents accompanying such particulars are true copies of their respective originals;
   1. if the Potential Bidder is selected as the Winning Bidder, the Nominated O&M Service Provider/Contractor shall enter into a contract with the Private Partner to perform the obligations and assume the attendant liabilities as the O&M service provider/contractor for the Project;
   2. the Nominated O&M Service Provider/Contractor is a corporation or business organisation, duly incorporated or validly existing and duly registered under the laws of its country of domicile;
   3. none of the events or circumstances set out in Section 6.3 (c) (iii) of the RFQ apply to the Nominated O&M Service Provider/Contractor;
   4. the Nominated O&M Service Provider/Contractor has not been the subject of any court or arbitral award decision determined against the Nominated O&M Service Provider/Contractor in respect of any Material Contract to which the Nominated O&M Service Provider/Contractor was a party during the 5 (five) years falling prior to and ending on the Due Date, for which the Nominated O&M Service Provider/Contractor was or is required to pay damages in an amount that had or could reasonably be expected to have a material adverse effect on the business or condition (financial or otherwise) of the Nominated O&M Service Provider/Contractor;
   5. the Nominated O&M Service Provider/Contractor has not, directly or indirectly or through an agent, engaged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the previous 3 (three) years and is not otherwise in breach of the terms of Section 8 of the RFQ; and
   6. the signatory to this certificate is authorized to execute this certificate on behalf of the Nominated O&M Service Provider/Contractor pursuant to the [power of attorney]/[board resolution] attached.

|  |  |  |  |
| --- | --- | --- | --- |
| Executed as a deed by [***insert name of company in bold and upper case***] acting by [***insert name of Authorized Representative***]: |  | )  )  )  ) |  |

|  |  |  |
| --- | --- | --- |
| Signature of Authorized Representative |  | …………………………………………… |

Form 11  
  
Application Checklist[[60]](#footnote-61)

| **Form No.** | **Form Description** | **Checked (or marked not applicable) by Potential Bidder** | **Checked (or marked not applicable) by Tender Commission** |
| --- | --- | --- | --- |
| 1 | RFQ Submission Identification Sheet |  |  |
| 2 | Letter of Application including all required enclosures: |  |  |
| 3 | Particulars of Potential Bidder including all required attachments |  |  |
| 4 | Particulars of Eligible Projects including all required attachments |  |  |
| 5 | Certificate from the Auditor for Net Worth and Compliance with Other Financial Prequalification Requirements  Certificate from the Auditor for Good Financial Standing |  |  |
| 6 | Letter of Authorization for Lead Sponsor of Consortium |  |  |
| 7 | Authorization to Authorized Representative (board of director’s resolution) |  |  |
| 8 | Certificate of Compliance |  |  |
| 9 | Power of Attorney to Authorized Representative (if applicable) |  |  |
| 10 | Certificate by Affiliate of Potential Bidder or Consortium Member of Interest to Participate including all required attachments  Certificate by O&M Service Provider/Contractor of Interest to Participate |  |  |
| 11 | Application Checklist |  |  |

1. <https://lnadbg4.adb.org/oga0009p.nsf/sancALL1P?OpenView&count=999> [↑](#footnote-ref-2)
2. **Note to Potential Bidders**: To avoid any doubt, Social Sector does not include any residential buildings, hotels, dormitories, commercial or governmental buildings, malls, entertainment facilities, storages, transportation hubs/departure halls, exhibition halls etc. [↑](#footnote-ref-3)
3. **Note to Potential Bidders**: Currently, there are 13 sites listed in Decree. The final number of schools shall be subject to change in accordance with the site reservation procedure stipulated in the Decree and the result of the detailed geotechnical surveys/other technical and safeguard considerations. [↑](#footnote-ref-4)
4. **Note to Potential Bidders**: During the PPPA term, there will be a standard “lock-in” period for the investment: it is proposed for the initial investors/Consortium to hold 100% shares for the first five (5) years after completion of construction and minimum 51% of shares from thereon. Details of the PPPA term shall be further provided during RFP Stage as part of the draft PPPA. [↑](#footnote-ref-5)
5. **Note to Potential Bidders**: Confidentiality undertakings under the NDA survive the termination of the access to the VDR in accordance with the provisions of the NDA. [↑](#footnote-ref-6)
6. **Note to Potential Bidder**: The publicly available list of blacklisted bidders for public procurement in Uzbekistan is available at http://xarid.uz/unfairexecutor. [↑](#footnote-ref-7)
7. **Note to Potential Bidder**: Below is an example how to calculate the weighted aggregate Net Worth. A Consortium has 3 members (A, B and C). A has net worth of US$ 50 million and proposed shareholding of 50%. B has net worth of US$ 30 million and proposed shareholding of 30%. C has net worth of 40 million and proposed shareholding of 20%. The weighted aggregate Net Worth of the Consortium would be US$ 50 million \* 50% + US$ 30 million \* 30% + US$ 40 million \* 20% = US$ 42 million. [↑](#footnote-ref-8)
8. **Note to Potential Bidder**: For clarity, if the third party debt was raised on a project finance basis, then the Financial Nominee needs to have been a lead sponsor or a majority shareholder of the project company that borrowed the project finance debt. [↑](#footnote-ref-9)
9. **Note to Potential Bidders:** A certified translation means that the accuracy and completeness of the translation is confirmed by a translator signature and/or a stamp of a translation agency, if available. The signature/stamp should be accompanied by a following statement (may be added in handwriting): “This is to certify that the translation is a complete and accurate translation of the original”. [↑](#footnote-ref-10)
10. **Note to Potential Bidders**: Uzbekistan joined the Hague Convention that allows documents to go through the apostille procedure. However, please take into account the following: (i) for the Minsk Convention countries, apostille is not required and notarization is sufficient; (ii) Apostille is not applicable for the documents originating from Austria, Belgium, Germany, and Greece, and, hence, consular legalization is required instead; (iii) for non-Apostille countries, the consular legalization is required. [↑](#footnote-ref-11)
11. **Note to Potential Bidders**: Potential Bidders are reminded to allocate sufficient time for uploading of their Electronic Applications. The VDR will disable all file submissions after the Due Date. [↑](#footnote-ref-12)
12. <https://www.adb.org/documents/integrity-principles-and-guidelines> [↑](#footnote-ref-13)
13. <https://www.adb.org/documents/anticorruption-policy> [↑](#footnote-ref-14)
14. <https://www.adb.org/site/integrity/sanctions>. ***Explanatory note***: Potential Bidders and their respective Consortium Member, suppliers, sub-contractors, sub-consultants, officers, employees, agents, service providers and advisers shall not be: (i) listed on the ADB Sanctions List, nor (ii) resident or located or operating from any country or territory which is subject to comprehensive or countrywide sanction or restriction under United Nations Security Council resolutions. [↑](#footnote-ref-15)
15. **Note to Potential Bidders**: For communication in relation to the execution of the NDA, please use the following IDs: (i) MPSE: [a.nishonov@uzedu.uz](mailto:a.nishonov@uzedu.uz) (Azamat Nishonov); [s.ashurov@uzedu.uz](mailto:s.ashurov@uzedu.uz) (Sarvar Ashurov), and (ii) ADB: [omda1uzbedu@adb.org](mailto:guzar-solar@adb.org). [↑](#footnote-ref-16)
16. **Note to Potential Bidders**: In case of Consortium, insert the address and contact details of the Lead Sponsor only. [↑](#footnote-ref-17)
17. **Note to Potential Bidders**: This is not required for Electronic Application. [↑](#footnote-ref-18)
18. **Note to Potential Bidders**: To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, the Lead Sponsor of the Consortium, including full postal address, telephone number and email address. [↑](#footnote-ref-19)
19. **Note to Potential Bidders**: Delete whichever is not applicable. [↑](#footnote-ref-20)
20. **Note to Potential Bidders**: This may be deleted if the Potential Bidder is a single entity and not a Consortium. [↑](#footnote-ref-21)
21. **Note to Potential Bidders**: This may be deleted if the Potential Bidder is a single entity and not a Consortium. [↑](#footnote-ref-22)
22. **Note to Potential Bidders**: In case of a Consortium, the Authorized Representative of the Lead Sponsor should sign. [↑](#footnote-ref-23)
23. **Note to Potential Bidders**: Delete in the case of a single entity Potential Bidder. [↑](#footnote-ref-24)
24. **Note to Potential Bidders**: Delete if not applicable. [↑](#footnote-ref-25)
25. **Note to Potential Bidders**: Delete if not applicable. [↑](#footnote-ref-26)
26. **Note to Potential Bidders:** In the case of a Consortium, repeat the above table for each Consortium Member*.* [↑](#footnote-ref-27)
27. **Note to Potential Bidders:** Please list the owners with at least 5% shareholding or indicate that a company is listed as a publicly traded corporation or a wholly-owned subsidiary of a state-owned unit. [↑](#footnote-ref-28)
28. **Note to Potential Bidders**: For clarity, shareholders or owners are the persons who hold immediately and directly the equity interest in a Potential Bidder. Ultimate parent or beneficial owners are the persons who exercise the control over a Potential Bidder. The control does not only mean shareholding, but may also include managerial powers to direct business conduct by operation of a management agreement or otherwise as may be allowed in a relevant jurisdiction. [↑](#footnote-ref-29)
29. **Note to Potential Bidders:** Required attachments to this form: (i) a copy of the consortium agreement, joint venture agreement, memorandum or equivalent contract, (ii) an organizational chart relating to the Consortium and the role of each Consortium Member. [↑](#footnote-ref-30)
30. **Note to Potential Bidders:** Here should be inserted information about the Affiliates of the Potential Bidder/Consortium Member that was nominated as Financial Nominee or Eligible Project Nominee. [↑](#footnote-ref-31)
31. **Note to Potential Bidders:** To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, by each Consortium Member, including full postal address, telephone number and email address. [↑](#footnote-ref-32)
32. **Note to Potential Bidders:** To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, by each Consortium Member, including full postal address, telephone number and email address. [↑](#footnote-ref-33)
33. **Note to Potential Bidders:** To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, by each Consortium Member, including full postal address, telephone number and email address. [↑](#footnote-ref-34)
34. **Note to Potential Bidders:** To be provided on letterhead of a auditor, which includes full postal address, telephone number and email address. [↑](#footnote-ref-35)
35. **Note to Potential Bidders:** To be provided on letterhead of an auditor, which includes full postal address, telephone number and email address. Only applicable to Potential Bidder/Consortium Member which is not their own Financial Nominee. [↑](#footnote-ref-36)
36. **Note to Potential Bidders**: To be provided only in the case of a Consortium. This letter of authorization shall be provided (either individually or jointly) by all Consortium Members nominating a Consortium Leader. If provided individually, this letter shall be issued on the letterhead(s) of a Consortium Member nominating a Consortium Leader including full postal address, telephone number and email address. [↑](#footnote-ref-37)
37. **Note to Potential Bidders:** Repeat signature block for each Consortium Member if provided jointly (except for a Lead Sponsor). [↑](#footnote-ref-38)
38. **Note to Potential Bidders**: To be adopted as a board resolution (or equivalent corporate decision) and be provided on letterhead of the Potential Bidder or, in the case of a Consortium, each Consortium Member. If this authorization cannot be approved as a board resolution, please use Form 9 “Power of Attorney to Authorized Representative”. The form shall be replicated for each representative. [↑](#footnote-ref-39)
39. **Note to Potential Bidders**: The authorization must meet the requirements of Section 4.1(b) of the RFQ and if applicable, must be accompanied by the required supporting documentation. [↑](#footnote-ref-40)
40. **Note to Potential Bidders**: Delete if not applicable. [↑](#footnote-ref-41)
41. **Note to Potential Bidders**: Delete if not applicable. [↑](#footnote-ref-42)
42. **Note to Potential Bidders**: To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, each Consortium Member, including full postal address, telephone number and email address. [↑](#footnote-ref-43)
43. **Note to Potential Bidders**: Certificate is to be signed by the Authorized Representative of the Potential Bidder to whom the authority has been granted under the terms of this RFQ. Where this is a Consortium, separate certificates should be signed individually by the Authorized Representative of each Consortium Member. [↑](#footnote-ref-44)
44. **Note to Potential Bidders**: Delete as appropriate. [↑](#footnote-ref-45)
45. **Note to Potential Bidders**: Delete as appropriate. [↑](#footnote-ref-46)
46. **Note to Potential Bidders**: Delete as appropriate [↑](#footnote-ref-47)
47. **Note to Potential Bidders**: Delete as appropriate [↑](#footnote-ref-48)
48. **Note to Potential Bidders**: Delete as appropriate [↑](#footnote-ref-49)
49. **Note to Potential Bidders**: Delete as appropriate [↑](#footnote-ref-50)
50. **Note to Potential Bidders**: This Form document is indicative only and may require amendment to reflect the applicable law of the relevant jurisdiction. [↑](#footnote-ref-51)
51. **Note to Potential Bidders**: Delete as appropriate. [↑](#footnote-ref-52)
52. **Note to Potential Bidders**: For Consortium Members only. Delete as appropriate. [↑](#footnote-ref-53)
53. **Note to Potential Bidders**: If the corporate seal is not available, the Power of Attorney shall be duly notarized and apostilled/legalized. [↑](#footnote-ref-54)
54. **Note to Potential Bidders**: Certificate is to be signed by the Authorized Representative of the Affiliate. If there is more than one Affiliate nominated to meet the Prequalification Requirements, then a separate certificate should be signed for each Affiliate. [↑](#footnote-ref-55)
55. **Note to Potential Bidders**: Delete as appropriate. [↑](#footnote-ref-56)
56. **Note to Potential Bidders**: Delete if not the Financial Nominee. [↑](#footnote-ref-57)
57. **Note to Potential Bidders**: Delete if not the Eligible Project Nominee. [↑](#footnote-ref-58)
58. **Note to Potential Bidders**: Certificate is to be signed by the Authorized Representative of the O&M service provider/contractor applicable as per 4.3(c)(ii) if the O&M service provider/contractor is not a Consortium Member. [↑](#footnote-ref-59)
59. **Note to Potential Bidders**: Delete as appropriate. [↑](#footnote-ref-60)
60. **Note to Potential Bidders**: To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, the Lead Sponsor, including full postal address, telephone number and email address. [↑](#footnote-ref-61)