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The Hashemite Kingdom of Jordan Ministry of Water and Irrigation Water Authority of Jordan

Prequalification Documents for:

**Construction of Water Networks in
South Shouneh
(Final)**

Employer: Water Authority of Jordan

Country: Jordan

December 2024

SPECIFIC PROCUREMENT NOTICE
Invitation for Prequalification

Jordan

“Construction of Water Networks in South Shouneh”

Tender No. 50/2024

The Ministry of Water and Irrigation/ Water Authority of Jordan (WAJ), hereinafter referred to as “the Employer”, has signed a loan agreement with European Investment Bank (EIB), hereinafter referred to as “the Bank”, and intends using part of the proceeds towards the cost of the **Construction of Water Networks in South Shouneh**, hereinafter referred to as “the Project”.

The Employer intends to prequalify contracting firms for the **‘Construction of Water Networks in South Shouneh Project’**, which includes construction of three (3) new reservoirs, one pumping station at al Kafraïn WTP, one booster station, 20 km primary pipelines and installation of 330 km of new water supply distribution network to replace the existing outdated network.

The contract shall be divided into the following packages taking into consideration the project’s components, the geographic location, and the estimated cost:

Package C1: Joraiah Service area

The scope of work includes the Joariah reservoir (2,000 m³), the Shouneh Al Jadeedeh booster station (25 m³/h, H=45 m), and a distribution network comprising 92 km of HDPE and DI pipes with diameters ranging from 63 mm to 250 mm, along with the associated DMAs.

It also involves the installation of 12 km of HDPE pipes with diameters of 25 mm and 32 mm for house connections, approximately 1,700 water meters, and all necessary valves and chambers for PRVs, flow meters, isolation valves, air release valves, and washouts. Additionally, the work includes the supply and installation of telemetry and SCADA assets, as well as their integration into the SCADA system at the Kafraïn WTP.

Package C2: New Ghor Al Kafraïn Service area

The scope of work includes the new Ghor Al kafraïn reservoir (2,400 m³), and a distribution network comprising 125 km of HDPE and DI pipes with diameters ranging from 63 mm to 250 mm, along with the associated DMAs.

It also involves the installation of 22.5 km of HDPE pipes with diameters of 25 mm and 32 mm for house connections, approximately 2,365 water meters, and all necessary valves and chambers for PRVs, flow meters, isolation valves, air release valves, and washouts. Additionally, the work includes the supply and installation of telemetry and SCADA assets, as well as their integration into the SCADA system at the Kafraïn WTP.

Package C3: Roudhah Service area

The scope of work includes the Roudhah reservoir (4,500 m³), and a distribution network comprising 114 km of HDPE and DI pipes with diameters ranging from 63 mm to 350 mm, along with the associated DMAs.

It also involves the installation of 22.5 km of HDPE pipes with diameters of 25 mm and 32 mm for house connections, approximately 1,960 water meters, and all necessary valves and chambers for PRVs, flow meters, isolation valves, air release valves, and washouts. Additionally, the work includes the supply and installation of telemetry and SCADA assets, as well as their integration into the SCADA system at the Kafraïn WTP.

Package C4: Main Kafraïn Pump station and Primary Pipelines (Optional) (will be confirmed upon completion of Kafraïn wells rehabilitation Project)

Comprising the main Pump Station in Al Kafraïn, primary DI pipelines of 20 km with diameter ranging from DN250 to DN300 mm.

This document will pre-qualify bidders for the four Bids (C1, C2, C3, and C4). Prequalified contractors will be invited to bid on all packages. However, no contractor will be awarded more than two packages. A detailed design is under preparation for all components. It is expected that invitations for bids will be issued to the prequalified contractors by the end of 2025. The contract is expected to be implemented from 2026 to 2028.

The Employer invites interested international and Jordanian Contractors that satisfy the prequalification criteria set in the prequalification document to submit Prequalification Application to the subject construction contracts. Factors considered for the evaluation include: (i) financial capabilities; (ii) general and specific construction experience; (iii) organization and personnel capacity and experience; and (iv) construction plant and equipment. Jordanian contractors must meet Grade 1 classification in the field of water and wastewater according to the Government Tenders Department (GTD) of the Jordanian Ministry of Public Works in Housing. Interested eligible Applicants can download the prequalification document free of charge from WAJ below website as of **December 16, 2024**. Prequalification will be conducted according to WAJ procurement procedure and in line with EIB Guide to Procurement (GtP). <https://www.eib.org/en/publications/guide-to-procurement.htm>

<http://www.mwi.gov.jo>

One (1) original and two (2) hard copies and one (1) soft copy of the Application must be submitted in a sealed envelope marked from outside as follows:

Construction of Water Networks in South Shouneh Project Jordan**Tender No. 50/2024****Application to Pre-Qualification for the Construction Contracts****Applicant Name and Address**

Application for prequalification must be delivered to the below address no later than 13:00 hours, local Jordan time on **January 15, 2025**. Applications will be opened publicly in the same day at 14:00 hours, Jordan local time in the address below.

Water Authority of Jordan
P.O. Box 2412, Amman 11183
Hashemite Kingdom of Jordan
Attention: Eng. Roua Al-Soub

Any questions concerning the above invitation shall be addressed and delivered to the below email no later than 14:00 hours, local Jordan time on **December 29, 2024**. The email subject shall include the Tender Number and Tender Name (Tender No. 50/2024, Application for Construction of Water Networks in South Shouneh Project). Only questions received by email will be accepted:

rua_alsoub@mwi.gov.jo

rasha_yasin@mwi.gov.jo

Faxes or electronic copies of the application will not be acceptable. If the application is delivered by courier or other method, the Applicant is responsible for its timely delivery. Applications delivered after the time stated will not be accepted. There have been several instances where the courier failed to deliver an application in a timely manner and all applicants are warned that there will be no relaxation of this requirement, regardless of the cause.

Once pre-qualified, no changes will be permitted in the structure of the Applicant, except with the express consent, in writing, of WAJ and EIB.

All information shall be in the English language, and any information submitted in other languages will not be considered.

Acting secretary general
Eng.Wael Aldwairi

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PART 1 – Prequalification Procedures

Section I. Instructions to Applicants

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Section I. Instructions to Applicants (ITA)

A. General

- 1. Scope of Application**
 - 1.1 In connection with the Invitation for Prequalification indicated in Section II, Prequalification Data Sheet (PDS), the Employer, as defined in the **PDS**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the Works described in Section VI, Scope of Works. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are listed in the PDS. The International Competitive Bidding (“ICB”) number corresponding to this prequalification is also provided in the **PDS**.
 - 1.2 Prequalification will be conducted according to WAJ procurement procedure and in line with EIB Guide to Procurement (GtP): **Guide to procurement for projects financed by the EIB**
- 2. Source of Funds**
 - 2.1 The Employer indicated in the **PDS** has applied for and received financing (hereinafter called “funds”) from the European Investment Bank (EIB) (hereinafter called “the Bank”) towards the cost of the project named in the **PDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted.
 - 2.2 Although various departments of the Government of Jordan and EIB retain certain approval rights, they shall in no way be deemed as party to the Contract or be under any obligation to the Tenderer.
- 3. Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.
 - 3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents to permit the Bank to inspect all accounts, records and other documents relating to the submission of the Application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Applicants**
 - 4.1 For the purpose of applying the eligibility criteria listed in this Clause, references to the “Applicant” include all entities involved or intended to be involved with the proposed Works (including all partners and any of their affiliates that directly or indirectly control, or are controlled by or are under common control with the firm), specialized sub-contractors, consultants, (as mentioned in Form ELI-1.2 Applicant’s JV Member’s Information Form and Declaration of Association), manufacturers or suppliers, and the personnel of each, for any part of the contract including related services.
 - 4.2 An Applicant may be a firm that is a private entity, a government-owned entity—subject to ITA 4.6 - in the form of a joint venture (“JV”) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate an authorized representative who shall have the authority to conduct all

business for and on behalf of any and all the members of the JV during the prequalification process, bidding (in the event the JV submits a bid) and during contract execution (in the event the JV is awarded the Contract). Unless specified in the **PDS**, there is no limit on the number of members in a JV. The Leader of a Joint Venture shall be named in the prequalification documents to be submitted by the applicants. The participation of the Leader in the contract shall be at least 51%. The applicants shall indicate for the Joint Venture the participation (in percentage) of each Partner.

4.3 A firm may apply for pre-qualification as part of a joint venture. If prequalified, it will not be permitted to bid for the same contract as a part of another joint venture.

4.4 An Applicant may have the nationality of any country. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed specialized sub-contractors or suppliers for any part of the Contract including related Services.

4.5 Firms originating from all countries of the world that satisfy the qualification criteria in Section III of this prequalification document are eligible to tender for the project, provided that the Applicant (including all members of a joint venture and all sub-contractors of an Applicant) shall not be affiliated with a firm or entity for which none of the following reasons for exclusion apply:

a) Pursuant to its Sanctions Policy, the Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter."

b) Pursuant to its conflict of interest policy as stipulated in section 1.5 of the EIB GtP, the Applicant is excluded from participating in an EIB-financed procurement procedure or contract because the Applicant is affected by a conflict of interest that cannot be remedied by other less intrusive measures. The assessment of any potential conflict of interest will be carried out per the EIB GtP. Conflict of interest occurs when the impartial and objective exercise of the functions of the employer, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the Employer who are involved in the conduct of the procurement procedure or may influence the outcome of that

procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.

- c) Failure to submit the EIB Covenant of Integrity and Environmental and Social Covenant (Annex 3 and 6 of GtP). Tenderers need to declare any sanction in the Covenant of Integrity.
- d) Individuals or firms excluded in application of EIB GtP Clause 1.4 on Ethical Conduct, or violation of Intellectual Property Rights included below in clause ITA 5.1 and 6.1 respectively.

- 4.6 Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.7 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.9 Candidates should alert the promoter in writing, with a copy to the European Investment Bank, in case they should consider that certain clauses or provisions of the prequalification documents might limit international competition or introduce an unfair advantage to some candidates

5. Ethical Conduct The Bank requires that the Employer, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and that its operations are free from Prohibited Conduct (including fraud, corruption, collusion, coercion, obstruction, money laundering, and terrorist financing)¹.

¹ See the EIB's Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>)

As set out in the EIB's Anti-Fraud Policy, if it is established to the required standards² that a project-related party³ has engaged in Prohibited Conduct in the course of a procurement process or the implementation of a contract (to be) financed by the Bank, the Bank may:

- seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- declare the project-related party ineligible for the award of the contract; and/or
- withhold the Bank's no objection to contract award⁴ and apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare the project-related party ineligible for the award of a contract under any EIB project or to enter into any relationship with the Bank

6. Intellectual Property Rights

6.1 The European Investment Bank requires that Contractors and (sub-) contractors participating in a tender procedure or a contract under a Bank-financed project shall not violate or have violated any intellectual property rights.

B. Contents of the Prequalification Document

7. Sections of Prequalification Document

7.1 This Prequalification Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 9.

PART 1 Prequalification Procedures

- Section I. Instructions to Applicants (ITA)
- Section II. Prequalification Data Sheet (PDS)
- Section III. Qualification Criteria and Requirements
- Section IV. Application Forms
- Section V. Policy – Corrupt and Fraudulent practices

PART 2 Works Requirements

- Section VI. Scope of Works

7.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification Document in accordance with ITA 9. In case of any discrepancies, documents issued directly by the Employer shall prevail.

7.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its application all information or documentation as is required by the Prequalification Document.

² In line with the EIB's Investigation Procedures

³ See the EIB's Anti-Fraud Policy.

⁴ For contracts subject to prior review in operations outside the European Union.

- 8. Clarification of Prequalification Document and Pre-Application Meeting**
- 8.1 A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing by email at the Employer’s address indicated in the **PDS**. The Employer will respond in writing to any request for clarification provided that such request is received no later than the time and date specified in the invitation for prequalification. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated in the **PDS**, the Employer shall also promptly publish its response at the web page identified in the **PDS**. Should the Employer deem it necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 9 and in accordance with the provisions of ITA 18.2.
- 9. Amendment of Prequalification Document**
- 9.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing an Addendum.
- 9.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all prospective Applicants who have obtained the Prequalification Document from the Employer. The Employer shall promptly publish the Addendum at the Employer’s web page identified in the **PDS**.
- 9.3 To give prospective Applicants reasonable time to take an Addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 18.2.

C. Preparation of Applications

- 10. Cost of Applications**
- 10.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- 11. Language of Application**
- 11.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the language specified in the **PDS**. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.
- 12. Documents Comprising the Application**
- 12.1 The Application shall comprise the following:
- (a) Application Submission Form, in accordance with ITA 13.1;
 - (b) documentary evidence establishing the Applicant’s eligibility, in accordance with ITA 4;
 - (c) documentary evidence establishing the Applicant’s qualifications, in accordance with ITA 15; and
 - (d) any other document required as specified in the **PDS**.

- 12.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application
- 13. Application Submission Form** 13.1 The Applicant shall complete an Application Submission Form as provided in Section IV, Application Forms. This Form must be completed without any alteration to its format.
- 14. Documents Establishing the Eligibility of the Applicant** 14.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Form and Forms ELI (eligibility) 1.1 and ELI 1.2(a) and ELI 1.2(b), included in Section IV (Application Forms).
- 15. Documents Establishing the Qualifications of the Applicant** 15.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV, Application Forms.
- 15.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the USD equivalent using the rate of exchange 30 days prior to prequalification submission as reported by the Central Bank of Jordan.
- 16. Signing of the Application and Number of Copies** 16.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 12 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
- 16.2 The Applicant shall submit copies of the signed original Application, in the number specified in the **PDS**, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

D. Submission of Applications

- 17. Sealing and Identification of Applications** 17.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant;
 - (b) be addressed to the Employer, in accordance with the Invitation to Prequalification; and
 - (c) bear the specific identification of this prequalification process indicated in the PDS 1.1.
- 17.2 The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 17.1 above.
- 18. Deadline for Submission of Applications** 18.1 Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Employer at the address and no later than the deadline indicated in the invitation for prequalification. When so specified in the **PDS**, Applicants have the option of submitting their Applications electronically, in accordance with electronic application submission procedures specified in the **PDS**.

18.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 9, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

19. Late Applications

19.1 The Employer reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified in the PDS

20. Opening of Applications

20.1 The Employer shall open all Applications at the date, time and place specified in the invitation for prequalification or any amendment.

20.2 The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

E. Procedures for Evaluation of Applications

21. Confidentiality

21.1 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 29.

21.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 29, any Applicant that wishes to contact the Employer on any matter related to the prequalification process (except as specified in ITA 21.1 above), may do so only in writing.

22. Clarification of Applications

22.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification to be submitted within a stated reasonable period of time. However, no amendment to the substance of the application can be accepted after the opening of the applications Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.

22.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Employer’s request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

23. Responsiveness of Applications

23.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this prequalification document. An Application shall be considered as responsive if the following documents are submitted:

Responsiveness criteria	
1.	Declaration of Undertaking (ITA 12.1)
2.	Financial Capability Statements and supporting documentation (ITA 12.1)
3.	Application Submission Form (ITA 12.1 a)

4.	Power(s) of Attorney authorizing the representative of the Applicant
5.	If the Applicant is an association, either proof of the existing Association Agreement or a Declaration of Association

- 24. Domestic Bidder Price Preference** 24.1 Unless otherwise specified in the **PDS**, a margin of preference for domestic bidders⁵ shall not apply in the bidding process resulting from this prequalification.
- 25. Sub-contractors** 25.1 Unless otherwise stated in the **PDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.
- 25.2 The Employer may decide to permit subcontracting for certain specialized works as indicated in Section III 4.2, Experience. The Employer may do so at its own initiative or at the request of the Applicants during the prequalification process (if justified). When subcontracting is permitted by the Employer, the specialized sub-contractors experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

F. Evaluation of Applications and Prequalification of Applicants

- 26. Evaluation of Applications** 26.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract.
- 26.2 Only the qualifications of the Applicant shall be considered. In particular, the qualifications of a parent or other affiliated company that is not party to the Applicant under a JV in accordance with ITA 4.3 shall not be considered.
- 27. Employer’s Right to Accept or Reject Applications** 27.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.
- 28. Prequalification of Applicants** 28.1 The Employer shall determine the fulfilment of minimum requirements on a pass/fail basis as per Section III, Qualification and Evaluation.

⁵ An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer, have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

- 28.2 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Employer.
- 28.3 An Applicant may be “conditionally prequalified,” that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.
- 28.4 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Employer before or at the time of submitting their bids.
- 29. Notification of Prequalification**
- 29.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.
- 29.2 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were disqualified.
- 30. Invitation for Bids**
- 30.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified or conditionally prequalified.
- 30.2 Bidders may be required to provide a Bid Security or a Bid-Securing Declaration acceptable to the Employer in the form and an amount to be specified in the Bidding Documents.
- 30.3 The successful Bidder shall be required to provide a Performance Security as specified in the Bidding Documents and the successful Bidder shall be required to provide a Performance Security as specified in the Bidding Documents.
- 30.4 Bidders shall be required to provide the EIB Covenant of Integrity and the Environmental and Social Covenant which will apply to their employees and sub-contractors to ensure compliance.
- 31. Changes in Qualifications of Applicants**
- 31.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 28 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval shall be denied if (i) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

32. Complaints

- 32.1 Complaints related to the procurement process of an EIB financed contract and originating from any person or entity having or having had an interest in obtaining the contract shall follow Regulation & Instruction No. (8) for the year 2022, Government Procurements Procedures”.
- 32.2 The Applicant who claims to have incurred loss or damage as a result of a decision, action or abstention to take action by the procuring entity, or alleges that the procurement committees have violated the provisions of the solicitation documents or the provisions of the procurement regulation and the instructions issued thereunder, may present an objection in the first stage of the procurement process and a complaint at the second stage in accordance with the provisions of the procurement regulations.
- 32.3 Article 51 of the of the procurement regulations & instructions specifies the objection procedure as follows:
- a) The objection shall be submitted in writing or electronically to the procuring entity on the solicitation documents, declaration terms, qualification documents, decisions or actions taken by the procuring entity or any abstention to take action related thereto within five working days from the date of so publication and before the deadline for presenting the submission, whichever is earlier.
 - b) The objection on the decisions of the procurement committees relating to the initial awarding or any decision regarding the tender or procurement procedures shall be presented in writing or electronically within the period specified by the decision of the procurement committee or the solicitation documents.
 - c) The procuring entity or the procurement committee shall consider, as the case may be, the objection and make its decision thereon within a maximum period of (7) working days in respect of tendering of public works and technical services.
 - d) In special and justified cases, periods in “c” above can be extended to similar periods, and the bidder shall be notified of such decision.
 - e) If the objection is accepted in full or in part, the decision should include measures to correct the situation.
 - f) In the event that the objection is rejected, or the period specified in the system expires without a decision is issued, the bidder has the right to reissue the complaints for review of the committee of complaints review. The purchaser can submit his complaint in writing or electronically.
 - g) The fees of the complaint of a value of (JOD 500) five hundred Jordanian Dinars shall be paid by the claimer in respect of complaints of works procurement.

32.4 Article 53 of the procurement regulation specifies the complaint procedure as follows:

- a. If the bidder does not accept the decision of the procuring entity or the procurement committee regarding the objection, it may present the complaint to the Procurement Complaints Review Committee within five working days from the date of being informed of the decision of the procuring entity or the procurement committee, and 10 working days from the date of being informed of the authentication of decision of non-acceptance
- b. In the event that the complaint submission is completed and after the head of the Complaints Review Committee decides complaint acceptance in form, the purchase entity shall be notified in written, to suspend the purchase procedures and provided with all necessary information documents related to the complaint until it is decided upon, the head of the Complaints Review Committee may decide to extend or terminate the suspension and inform the purchasing entity or the purchasing committee.
- c. Despite what was stated in paragraph (b) of this article, the head of Complaints Review Committee can proceed with the purchasing procedures and their progress, if he sees that the public interest considerations require completion of procurement procedures or conclusion of a contract Purchase as required.
- d. The Procurement Complaints Review Committee shall listen to the complainant or its representative and shall consider the complaint presented to it and any supporting and/ or documents attached thereto and shall make its decision within a period not exceeding thirty working days from the date of receipt thereof.
- e. The Procurement Complaints Review Committee can take any decision it deems appropriate, including Correcting any of the procedures, cancel the awarding, or repeat the purchasing process, the decision is binding for the procurement entity.
- f. The decision of the Procurement Complaints Review Committee shall be announced as soon as it is issued on the website of the procuring entity.

Section II. Prequalification Data Sheet (PDS)	
A. General	
ITA 1.1	<p>The Employer (Project Executing Agency (PEA)) and its address is:</p> <p style="text-align: center;">Water Authority of Jordan</p> <p>HE Acting Secretary General of WAJ/Chairman of the Main Tender Committee</p> <p>Eng. Wael Dwairi</p> <p>P.O. Box 2412, Amman 11183</p> <p>Telephone: +962 6 56 52 262</p> <p>Fax: + 962 6 56 52 278</p> <p>Hashemite Kingdom of Jordan</p> <p>Tender Box First Floor</p> <p>Attention: Eng. Rua Al-Soub</p> <p>The contract ICB number is:</p> <p>Tender No. 50/2024</p> <p>Construction of Water Networks in South Shouneh</p>
ITA 2.1	<p>The project name is:</p> <p>Construction of Water Networks in South Shouneh.</p>
ITA 4.2	<p>Maximum number of members in the JV shall be: two (2)</p> <p>Local Jordanian contractors must satisfy a valid classification as First (1st) Grade in Water/Wastewater Works, as per the Government Tenders Department (GTD) of the Ministry of Public Works and Housing classification system.</p>
B. Contents of the Prequalification Document	
ITA 8.1	<p>For clarification purposes, the clarification shall be addressed to the below email:</p> <p>Rua_alsoub@mwi.gov.jo</p> <p>Attention: Eng. Rua Al-Soub</p>
ITA 9.2	<p>Web page:</p> <p>http://www.mwi.gov.jo/</p>
ITA 8.1	<p>Pre-Application Meeting will be held: No</p>
C. Preparation of Applications	

ITA 11.1	<p>This Prequalification document has been issued in the English language.</p> <p>The Application as well as all correspondence shall be submitted in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITA 12.1 (d)	<p>The Applicant shall submit with its Application, the following additional documents:</p> <p>Application Forms are identified in Section IV.</p>
ITA 16.2	<p>In addition to the original, the number of copies to be submitted with the Application includes two (2) hard copies and one soft copy.</p>
D. Submission of Applications	
ITA 18.1	<p>Electronic submission will not be accepted.</p>
ITA 19.1	<p>Late Applications will not be accepted and will be returned unopened to the Applicants.</p>
E. Procedures for Evaluation of Applications	
ITA 24.1	<p>There will be no margin preference for domestic bidders.</p>

Section III. Qualification Criteria and Requirements

This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Conflict of Interest	No conflicts of interest in accordance with ITA 4.5b	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
1.2	EIB Eligibility	Not having been declared ineligible by the EIB	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
1.4	Government Owned Entity	Meet conditions of ITA 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2(a) and 1.2(b), with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Termination/Notice to terminate of a contract did not occur as a result of contractor's default in the past five (5) years	Must meet requirements	Must meet requirements	Must meet requirement ⁶	N/A	Form CON-2
2.2	Pending Litigation	Applicant's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

⁶ This requirement also applies to contracts executed by the Applicant as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁷ in the past 5 years.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.4	Covenant of Integrity and Environmental and Social Covenant	Submit the Covenant of Integrity and Environmental and Social Covenant ⁸ .	Must meet requirement	N/A	Must meet requirement.	N/A	Two Covenants signed by authorized representative
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment or other commitments) sufficient to meet the construction cash flow	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

⁷ The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant or any member of a joint venture may result in failure of the application.

⁸ The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		requirements estimated as USD \$ 5,000,000 for each contract package net of the Applicants other commitments					
		<p>(ii) The Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Applicant’s country, other financial statements acceptable to the Employer, for the last 5 years shall be submitted and must demonstrate the current soundness of the Applicant’s financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>N/A</p>	<p>N/A</p> <p>Must meet requirement</p>	<p>N/A</p> <p>N/A</p>	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3.2	Average Annual Construction Turnover	Minimum annual average construction turnover of USD 5,000,000 i.e. Five Million USD, over the last five (5) years, calculated as total certified annual payments received for contracts in progress and/or completed	Must meet requirement	Must meet requirement	Must meet a minimum of [30]% of the requirement	Must meet a minimum of [30]% of the requirement	Form FIN-3.2
4. Experience							
4.1	General Construction Experience	The Applicant must demonstrate successful completion of at least two construction projects (water or waste water) each with a value of at least US\$7 million in the past ten years in the role of prime contractor, JV member, or sub-contractor, for the last 10 years from the date of Application submission	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4.2	Specific Construction Experience	A minimum of two (2) similar ⁹ contracts (water or waste water) that have been satisfactorily and substantially ¹⁰ completed as a prime contractor, joint venture member ¹¹ , or sub-contractor ¹¹ in the last ten years each with a minimum value US\$ 7,000,000. This shall include installation and commissioning of Electro-mechanical and automation of water/wastewater pumping station, water pipelines, and water retaining structures.	Must meet requirement	Must meet requirement			Form EXP 4.2
5. Project Organization and Staffing							
5.1	Project Organization	Applicant shall submit a project organization chart, with the names proposed for each position	Must Meet	Must Meet	N/A	N/A	Project Organization Chart

⁹ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

¹⁰ Substantial completion shall be based on 80% or more works completed under the contract.

¹¹ For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, shall be considered to meet this requirement.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
5.2	Personnel Capacity and Experience	Provide CVs for the key personnel - Resident Project Manager possess at least a bachelor’s degree in engineering, and have a minimum of fifteen (15) years of experience including 10 years in the construction of water/wastewater projects - Construction Manager with at least 15 years of construction experience in similar projects - Other staff as in the organization chart.	Must Meet	Must Meet	N/A	N/A	Proposed staff CVs

Section IV. Application Forms

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Application Submission Form

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

ICB No. and title: *[insert ICB number and title]*

To: **Ministry of Water and Irrigation/Water Authority of Jordan**

We, the undersigned, apply to be prequalified for the referenced ICB and declare that:

- (a) We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s)., issued in accordance with Instructions to Applicants (ITA) 9: *[insert the number and issuing date of each addendum]*.
- (b) We have no conflict of interest in accordance with ITA 4.5 (b);
- (c) We meet the eligibility requirements as stated ITA 4, we are committed to provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- (d) We, in accordance with ITA 25.2, plan to subcontract the following key activities and/or parts of the works:

[Insert any of the key activities identified in Section III- 4.2 which the Employer has permitted under the Prequalification document and which the Applicant intends to subcontract along with complete details of the sub-contractors, their qualification and experience]

- (e) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[insert full name for each occurrence]</i>	<i>[insert street/ number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount currency, value, exchange rate and US\$ equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application"]

- (f) We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to bid for the contract subject of this prequalification process, without incurring any liability to the Applicants, in accordance with ITA 27.1.
- (g) All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[insert full name of the person signing the Application]*

In the capacity of *[insert capacity of the person signing the Application]*

Duly authorized to sign the Application for and on behalf of: Applicant's

Name *[insert full name of Applicant or the name of the JV]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

Form ELI -1.1
Applicant Information Form

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

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
<ol style="list-style-type: none"> 1. Attached are copies of original documents of <ul style="list-style-type: none"> • Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.4. • In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. • In case of Government-owned enterprise or institution, in accordance with ITA 4.6 documents establishing: <ul style="list-style-type: none"> - Legal and financial autonomy - Operation under commercial law - Establishing that the Applicant is not dependent agency of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2 (a)**Applicant's JV Information Form**

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Applicant is a JV) as well as any Specialized Sub-contractor proposed to be used by the Applicant for any part of the Contract resulting from this prequalification]

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

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<p>Applicant name: <i>[insert full name]</i></p>
<p>Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i></p>
<p>Applicant's JV Member's country of registration: <i>[indicate country of registration]</i></p>
<p>Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i></p>
<p>Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i></p>
<p>Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i></p>
<p>1. Attached are copies of original documents of</p> <ul style="list-style-type: none"> • Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 4.4. • In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITA 4.6. <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form ELI-1.2 (b)
Declaration of Association

[The following form shall be provided by each member of a Joint Venture and, if applicable, by any specialized subcontractor, nominated in accordance with ITA 25]

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

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

We hereby declare our intent to associate with the following firms for the purpose of forming a *[insert here "joint venture"]*:

[Insert the names of the other JV Members here]

[Insert the name of the Lead Member] shall be the Lead Member.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an Application separately from the firms listed above. Further, we understand that if one of the above JV Members appears as a member in more than one Application, all Applications in which the Member appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the works in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Member]

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant’s Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<p>Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements</p>			
<ul style="list-style-type: none"> - Contract non-performance did not occur since 1st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1. - Contract(s) not performed since 1st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1 			
Year	Non-performed portion of the Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<p>Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Reason(s) for non performance: <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>
<p>Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements</p>			
<ul style="list-style-type: none"> - Pending litigation did not occur since 1st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.2. - Pending litigation since 1st January <i>[insert year]</i> specified in Qualification Criteria and Requirements, requirement 2.2. 			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
Litigation history, in accordance with Section III, Qualification Criteria and Requirements			
<ul style="list-style-type: none"> - No litigation history since 1st January [insert year] in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3. - Litigation history since 1st January [insert year] in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. 			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Form FIN – 3.1**Financial Situation and Performance**

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

ICB No. and title: [insert ICB number and title]

Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous 5 (five) years, (amount in currency, currency exchange rate*, USD equivalent)				
	Year 1 2019	Year 2 2020	Year 3 2021	Year 4 2022	Year 5 2023
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 15 for the exchange rate

2. Sources of Finance

[The following table shall be filled in for the Applicant and all parties combined in case of a Joint Venture]

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

3. Financial documents

The Applicant and its parties shall provide copies of financial statements for five (5) years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹² for the five (5) years required above; and complying with the requirements
 - Attached are Bank references/letters of credit confirming cash flow capacity

¹² If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified.

Form FIN - 3.2**Average Annual Construction Turnover**

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate*	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Construction Turnover **	

* Refer ITA 15 for date and source of exchange rate.

** Total USD equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, Clause 3.2.

Form EXP - 4.1**General Construction Experience**

[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]

Applicant's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Year	Ending Year	Contract Identification	Role of Applicant
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>

* Refer ITA 15 for date and source of exchange rate.

Form EXP - 4.2**Specific Construction and Contract Management Experience**

[The following table shall be filled in for contracts performed by the Applicant, each member of a Joint Venture, and Specialized Sub-contractors]

Applicant's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor ..	Member in JV ..	Management Contractor ..	Sub-contractor ..
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		US\$ <i>[insert Exchange rate and total contract amount in US\$ equivalent]*</i>	
If member in a JV or sub-contractor, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in US\$ equivalent]*</i>	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

* Refer ITA 15 for date and source of exchange rate.

Form EXP - 4.2 (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	<i>[insert amount in local currency, exchange rate, US\$ in words and in Figures]</i>
2. Physical size of required works items	<i>[insert physical size of items]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Construction rate for key activities	<i>[insert rates and items]</i>
6. Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Works]</i>

Section V. Policy - Corrupt and Fraudulent Practices

[EIB Group Anti-Fraud Policy](#)

[European Investment Bank Exclusion Policy \(eib.org\)](#)

Provide the EIB – Covenant of Integrity that are to be signed and submitted with the Application.

Provide the EIB –Environmental and Social Covenant that are to be signed and submitted with the Application.

EIB - Covenant of Integrity

[Name of lead tenderer] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for the **Construction of Water Networks in South Shouneh** managed by the Ministry of Water and Irrigation/ Water Authority of Jordan (WAJ) (the “Contract”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “Associated Entities and Persons”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct¹³ in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;¹⁴
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned¹⁵ by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned¹⁶ by the EU institutions or bodies, or any multilateral development bank,¹⁷ on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

¹³ Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

¹⁴ EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

¹⁵ Including a fine or any other financial penalty, irrespective of whether paid yet or not.

¹⁶ Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

¹⁷ Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

Name of entity	Details of disclosure	Measures taken or to be taken

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [*insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee*]:

Name of recipient	Address	Reason	Amount

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We grant WAJ, the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any

agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture bid, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

EIB-Environmental and Social Covenant

We, [name of lead tenderer], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for the **Construction of Water Networks in South Shouneh** managed by the Ministry of Water and Irrigation/ Water Authority of Jordan (WAJ) (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

Labour standards

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,¹⁸ and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB’s Environmental and Social Standards.¹⁹

We will require our subcontractors not to employ child labour or forced labour [*and to cascade these requirements throughout their respective supply chains*].²⁰ We shall:

- (i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
- (ii) keep complete and accurate records of employment of workers at the site.

Workers relations

We shall, in line with Standard 8 of the EIB’s Environmental and Social Standards, [insert “have in place”/“develop and implement”] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to WAJ, including on any corrective measures deemed necessary.

Occupational and public health, and safety and security

We shall:

- (i) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
- (ii) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [*in the case of goods, non-consulting services and works, insert “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”*] International Labour Organization guidelines on occupational safety and management systems;²¹
- (iii) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;

¹⁸ <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm>.

¹⁹ <https://www.eib.org/en/publications/eib-environmental-and-social-standards>.

²⁰ Text between brackets to be added in case the Bank’s risk assessment identifies the presence of a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain.

²¹ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang-en/index.htm.

- (iv) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;
- (v) provide qualified [emergency response/]first aid arrangements at all times;
- (vi) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;
- (vii) use security management arrangements that are consistent with international human rights standards and principles²² where such arrangements are required for the delivery of the Contract;
- (viii) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;
- (ix) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

Protection of the environment

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. *[in the case of **goods, non-consulting services and works**, insert “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document]²³ and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]*

Environmental and social performance

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any and submit *[insert the periodicity as indicated in the Contract, if any]* environmental and social monitoring reports to WAJ. To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide WAJ with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.

²² For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the_icoc).

²³ For instance an environmental and social impact assessment and respective permits.

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

- (i) reassess, in consultation with WAJ, any changes that may potentially cause negative environmental or social impacts;
- (ii) provide [*insert name of the Contracting Authority*] with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
- (iii) in consultation with WAJ, adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff

We shall facilitate WAJ's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.

Environmental and social management team

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to WAJ and to whom WAJ shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord WAJ and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

²⁴ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm.

²⁵ For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the_icoc).

²⁶ For instance an environmental and social impact assessment and respective permits.

PART 2 – Works Requirements

Section VI. Scope of Works

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Section VII. Scope of the Works

1. Description of the Works

The project area is the South Shouneh District within Balqa Governorate, 41 km from Amman. It encompasses a total of seven communities: Shoonah Jadideh (Sokneh), Shoonah Janoobiyah, Jofet El-Kafrain, Kafrain, Roudhah, Ramah, and Swaimeh.

The existing water supply system is characterized by extremely high NRW due to leaks and poor pipes condition and high commercial losses. The Project aims at the rehabilitation and expansion of the water supply system, to improve the reliability and security of the water supply.

2. Description of the contract works

The contract shall be divided into the following packages taking into consideration the project's components, the geographic location, and the estimated cost:

Package C1: Joraiah Service area

The scope of work includes the Joariah reservoir (2,000 m³), the Shouneh Al Jadeedeh booster station (25 m³/h, H=45 m), and a distribution network comprising 92 km of HDPE and DI pipes with diameters ranging from 63 mm to 250 mm, along with the associated DMAs.

It also involves the installation of 12 km of HDPE pipes with diameters of 25 mm and 32 mm for house connections, approximately 1,700 water meters, and all necessary valves and chambers for PRVs, flow meters, isolation valves, air release valves, and washouts. Additionally, the work includes the supply and installation of telemetry and SCADA assets, as well as their integration into the SCADA system at the Kafrain WTP.

Package C2: New Ghor Al Kafrain Service area

The scope of work includes the new Ghor Al kafrain reservoir (2,400 m³), and a distribution network comprising 125 km of HDPE and DI pipes with diameters ranging from 63 mm to 250 mm, along with the associated DMAs.

It also involves the installation of 22.5 km of HDPE pipes with diameters of 25 mm and 32 mm for house connections, approximately 2,365 water meters, and all necessary valves and chambers for PRVs, flow meters, isolation valves, air release valves, and washouts. Additionally, the work includes the supply and installation of telemetry and SCADA assets, as well as their integration into the SCADA system at the Kafrain WTP.

Package C3: Roudhah Service area

The scope of work includes the Roudhah reservoir (4,500 m³), and a distribution network comprising 114 km of HDPE and DI pipes with diameters ranging from 63 mm to 350 mm, along with the associated DMAs.

It also involves the installation of 22.5 km of HDPE pipes with diameters of 25 mm and 32 mm for house connections, approximately 1,960 water meters, and all necessary valves and chambers for PRVs, flow meters, isolation valves, air release valves, and washouts. Additionally, the work includes the supply and installation of telemetry and SCADA assets, as well as their integration into the SCADA system at the Kafrain WTP.

Package C4: Main Kafrain Pump station and Primary Pipelines (Optional) (will be confirmed upon completion of Kafrain wells rehabilitation Project)

Comprising the main Pump Station in Al Kafrain, primary DI pipelines of 20 km with diameter ranging from DN250 to DN300 mm.

3. Construction Period

The detailed design and tender documents are expected to be completed within the third quarter of 2025. The Contract is expected to be available for prequalified firms by the end of 2025 with award and contract signing by the end of the first quarter of 2026. Time for Completion will be 18 to 24 months and the Defects Notification Period will be 24 months.

Prequalification will be conducted through prequalification procedures according to the EIB GtP and WAJ requirements, and is open to all bidders, as defined in its guidelines.

4. Site and Other Data

A detailed design is under preparation including technical specifications, drawings, BOQ, the related geotechnical investigations and the topographical surveys, and will be made available to tenderers during the tender period, but not during prequalification.

The contract will be awarded using the Conditions of Contract, first edition 1999, (Red Book), published by FIDIC (the Fédération Internationale des Ingénieurs Conseils).