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

**Prequalification Document for
Procurement of Works**

Invitation for Prequalification

**Construction and Rehabilitation of Bani Kenanah
Water Supply Project**

Tender No. 2/2023

Employer: Water Authority of Jordan

Country: Jordan

Issued on March 2023

SPECIFIC PROCUREMENT NOTICE
Invitation for Prequalification

Jordan
‘Construction of Bani Kenanah Water Supply System Project’
Tender No. 2/2023

The Ministry of Water and Irrigation/ Water Authority of Jordan (WAJ), hereinafter referred to as “the Client”, 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 the Bani Kenanah Water Supply System Project**, hereinafter referred to as “the Project”.

The project aims at the rehabilitation and expansion of the water supply system in Bani Kenanah in the Northern Governorate of Irbid to improve the reliability and security of the water supply by restructuring the water network to introduce proper pressure zones, provide sufficient storage capacity, provide redundancy in the system, optimize the pressure in the network and reduce bursts and leakages. This is expected to ease the operation of the system, reduce non-revenue water and increase the efficiency of the water supply system.

The existing water supply system in the project area consists of 10 ground wells in three local groundwater wellfields, seven pump stations, five small reservoirs, and approximately 690 km of existing water supply and distribution pipelines with various diameters ranging from 20 mm for house connections to 400 mm main pipelines. The existing water supply system depends mainly on direct pumping from each pump station to the different villages based on intermittent supply. Part of the water supply system has been rehabilitated in the last few years while most of the system is still in bad conditions. The pipelines are made of several different pipe materials, including galvanized iron, steel, ductile iron (DI), and polyethylene. Recent study indicated that most of the local wells will be depleted by year 2025, and therefore, the main water supply will be from Zabda reservoir in addition to a new wellfield in the Wehda area.

The proposed Bani Kenanah project is located in Irbid Governorate in north Jordan. The project will serve 23 localities within the Bani Kenanah District will consist of the following main components:

1. A primary pipeline of 15 km, 700mm diameter from Zabda reservoir to a new Bani Kenan reservoir in Sama area including all fittings and appurtenances
2. Main Bani Kenanah reservoir site that includes a 16,000 m³ capacity water reservoir, a pump station, chlorination system, and an operation building including all site works and piping system.
3. A 1,000m³ reservoir at Hibras area with all piping, site works, and a guard room
4. Approximately 54 km of ductile iron pipelines (DIP) of diameters ND 200mm to ND 600mm with appurtenances
5. Approximately 465 km of high-density polyethylene (HDPE) pipes of diameters ranging from OD63 mm to OD180 mm with appurtenances
6. Approximately 13,000 HDPE house connections of 32 and 25 mm diameter including water meters
7. Approximately 13 pressure reducing stations and 29 district meters stations
8. Electrical works and supervisory control and data acquisition (SCADA) system

The project components will be divided into four construction packages.

The Employer intends to prequalify contractors and/or firms for the **‘Construction of Bani Kenanah Water Supply System Project’**. 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 in the second quarter of 2023. The contract is expected to be implemented from 2023 to 2025.

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 the WAJ website starting 16 March 2023 (<http://www.mwi.gov.jo/AR/Modules/tenders>).

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>.

One (1) original and three (3) hard copies and one (1) soft copy of the Application must be submitted in a sealed envelope marked from outside as follows:

Construction of Bani Kenanah Water Supply Project
Jordan Contract No. 2/2023
Application to Pre-Qualify for the Construction Contracts
Applicant Name and Address

Application for prequalification must be delivered to the below address no later than 12:00 Noon, local Jordan time on April 18, 2023. Applications will be opened publicly in the same day at 14:00 hours, Jordan local time in the address below.

Water Authority of Jordan
HE Acting Secretary General of WAJ/Chairman of the Main Tender Committee
Eng. Rami Abu Ruwaq
P.O. Box 2412, Amman 11183
Hashemite Kingdom of Jordan
Tender Box First Floor
Attention: Eng. Najwa Orabee

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 March 27, 2023. The email subject shall include the Tender Number and Tender Name (Tender No. 2/2023, Application for Bani Kenanah Water Supply System Project). Only questions received by email will be accepted:

najwa_orabee@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.

WAJ Acting Secretary General /Chairman of the Main Tender Committee
Eng. Rami Abu Ruwaq

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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 Prequalification¹ indicated in Section II, Prequalification Data Sheet (PDS), the Employer², 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 VII, 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). <https://www.eib.org/en/publications/guide-to-procurement.htm>.
- 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 Funding Agency”) 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 EIB requires compliance with the EIB Anti-Fraud Policy (<https://www.eib.org/en/publications/anti-fraud-policy>) with regard to Prohibited Conduct. In pursuance of this policy, Prohibited Conduct includes corruption, fraud, coercion, collusion, theft at EIB Group premises, obstruction, misuse of EIB Group resources or assets, money laundering and financing of terrorism defined as follows:
 - a. A corrupt practice, which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - b. A fraudulent practice, which is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation¹⁵.
 - c. A coercive practice, which is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - d. A collusive practice, which is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

¹ The Invitation for Prequalification (IFP) provided information for potential bidders to decide whether to participate, including the essential items listed in the Standard Prequalification Document and also any important or specialized prequalification requirements requested to qualify for the prequalification.

² Instead of Employer, the term Project Executing Agency or Contracting Authority might be used interchangeably.

- e. Theft at EIB Group premises, which is the misappropriation of property belonging to another party committed within EIB Group premises.
 - f. An obstructive practice, which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) 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 (c) acts intended to impede the exercise of the EIB Group's contractual rights of audit or inspection or access to information.
 - g. Misuse of EIB Group resources or assets, which means any illegal activity committed in the use of the EIB Group's resources or assets, either knowingly or recklessly.
- 3.2 Applicants shall permit and shall cause their agents to permit the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union Institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract."

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 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 prequalification both individually, and 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 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 EIB 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 7 of GtP). Tenderers need to declare any sanction in the Covenant of Integrity.

5. Ethical Conduct

- 5.1 It is the bank's policy to require that the Employer, as well as Applicants, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such 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 its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing).

In pursuance of this policy as set out in EIB's Anti-Fraud Policy (<https://www.eib.org/en/publications/anti-fraud-policy>), if it is established to the required standards that a project-related party has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

- a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- b) May declare ineligible such project-related party to be awarded the contract; and/or

- c) May withhold the Bank's no objection to contract award and may 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 (<https://www.eib.org/en/publications/exclusion-policy>), the Bank may declare such project related party ineligible to be awarded 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.

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) The EIB Covenant of Integrity and the EIB Environmental and Social Covenant duly signed; and
 - (e) 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 determined as follows:
- For 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 – Exchange rate prevailing on 30 days prior to prequalification submission;
 - For construction and operation turnover, or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year;
 - Value of single contract - Exchange rate prevailing on the date of the day before the contract submission date.
- 15.3 Exchange rates shall be taken from the publicly available rate published by the Central Bank of Jordan. Any error in determining the exchange rates in the Application might be corrected by the Employer.
- 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. If a JV has not been formalized and a letter of intent to form a JV is presented, then the Application shall be signed by every member of the intended JV, as required in Form ELI - 1.2(b), included in Section IV, Application Forms
- 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 bidders³ 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 A "Specialized Sub-contractor" is a subcontractor hired for specialized work as defined by the Employer in Section III-4.2, Experience. If no specialized work is specified by the Employer as such, subcontractors experience shall not be considered for Applications evaluation.

25.3 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

³ 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.

- 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.
- 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.
- 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**
- 31.1 Any change in the structure or formation of an Applicant after being

**in Qualifications
of Applicants**

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 Candidates should alert the Employer 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.
- 32.2 Complaints on the procurement process can be submitted at any time during the procurement process but not later than three days from the date of the notification of award per clause 33 of these instructions to tenderers.
- 32.3 The complaint must be submitted via a written communication with the objective of the complaint be clearly stated as well as, if possible, the complainant's claims, i.e. what the complainant expects to concretely achieve with the complaint. All relevant information should be provided as part of the complaint.
- 32.4 Complaints related to the procurement process originating from any entity having or having had an interest in obtaining the contract can be addressed, in accordance with clause 50 through 53 of Bylaw No. 8 of the year 2022 "Government Purchases Bylaw".
 - a. The provisions of the bylaw allow for submitting objection in the first stage and a complaint in the second stage
 - b. The objection on the purchase documents, or the advertisement conditions, or the prequalification documents, or decisions or measures taken by the procuring entity, or any refrain from taking any action related to it, shall be submitted in writing or electronically to the procuring entity within five working days from the date of its publication and before the deadline for submitting offers whichever comes first.
 - c. Within 5 working days, the procuring entity should be able to respond in writing to the objection. Depending on the nature of the objection and for justified reasons, the procuring entity may require extra time to respond.
 - d. In the event that the objection is rejected, or the periods specified in the bylaw have expired without a decision being issued, the tenderer shall have the right to file a complaint in writing or electronically to the Purchase Complaints Review Committee.
 - e. The Purchase Complaints Review Committee is a committee

established by the Council of Ministers and formed from those with experienced members and expertise to review purchase complaints. This committee may, on its discretion, form specialized technical committees to deal with the complaints received

- 32.5 If the conclusion of the investigation as result of the complaint revealed a possible impact on the award decision, the successful tenderer will be notified of the delay of the award to allow appropriate remedy action to be taken.

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="margin-left: 40px;">Water Authority of Jordan HE Acting Secretary General of WAJ/Chairman of the Main Tender Committee Eng. Rami Abu Ruwaq P.O. Box 2412, Amman 11183 Telephone: +962 6 56 52 262 Fax: + 962 6 56 52 278 Hashemite Kingdom of Jordan Tender Box First Floor Attention: Eng. Najwa Orabee</p> <p>The contract ICB number is:</p> <p style="margin-left: 40px;">Contract No. 2/2023 Construction of Bani Kenanah Water Supply System</p>
ITA 2.1	<p>The project name is:</p> <p style="margin-left: 40px;">Construction of Bani Kenanah Water Supply System.</p>
ITA 4.2	<p>Maximum number of members in the JV shall be: two (2)</p> <p>Whilst not an evaluation criterion, the Employer encourages International Contractors to execute certain specific parts of the Works by Jordanian contractor or sub-contractors selected in advance to ensure cost-effective and competitive bids are received.</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 style="margin-left: 40px;">najwa_orabee@mwi.gov.jo</p> <p>Attention: Eng. Najwa Orabee</p>
ITA 9.2	<p>Web page:</p> <p style="margin-left: 40px;">http://www.mwi.gov.jo/AR/Modules/tenders</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 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 three (3) 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>Whilst not an evaluation criterion, the Employer encourages International Contractors to execute certain specific parts of the Works by Jordanian contractor or sub-contractors selected in advance to ensure cost-effective and competitive bids are received.</p> <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 funding agencies or GOJ, as described in ITA 4.5.1, and 6.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
1.2=3	Covenant of Integrity and Environmental and Social Covenant	Compliance with EIB's policy regarding corrupt and fraudulent practices, in accordance ITA 3.	Must meet requirement	N/A	Must meet requirement.	N/A	Application Submission Form with submission of the Covenant of Integrity and Environmental and Social Covenant ⁴ signed by authorized representative.
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	Must meet requirements	Must meet requirements	Must meet requirement ⁵	N/A	Form CON-2

⁴ The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.

⁵ 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	
		contractor's default in the past five (5) years					
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITA 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
2.3	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
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁶ in the past 5 years.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
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	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

⁶ 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.

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	
		demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum annual average construction turnover of USD 3,000,000 i.e. Three 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 each with a value of at least US\$10 million in the past ten years in the role of prime contractor, JV member, or sub-contractor, for the last <i>10</i> 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 ⁷ contracts that have been satisfactorily and substantially ⁸ completed as a prime contractor, joint venture member ⁹ , or sub-contractor ⁹ in the last ten years each with a minimum value US\$ 8,000,000. 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
5.2	Personnel Capacity and Experience	Provide CVs for the key personnel	Must Meet	Must Meet	N/A	N/A	Proposed staff CVs

⁷ 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.

⁸ Substantial completion shall be based on 80% or more works completed under the contract.

⁹ 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	
		<ul style="list-style-type: none"> - 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 					
6. Plant and Equipment							
6.1	Plant and Equipment	Equipment and plants the applicant intend to purchase or rent for use on the proposed work, should the contract be awarded to.	Must Meet	Must Meet	N/A	N/A	List of proposed equipment

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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 have not been suspended by the Employer based on execution of a Bid Securing Declaration in accordance with ITA 4.7;
- (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 person signing the Application]*

In the capacity of *[insert capacity of 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>
1. Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. <input type="checkbox"/> 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

Applicant name: <i>[insert full name]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country of registration: <i>[indicate country of registration]</i>
Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i>
Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
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>
1. Attached are copies of original documents of <input type="checkbox"/> 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. <input type="checkbox"/> 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. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Suspended Contracts, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract Suspension did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Contract suspension since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.2.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

[insert year]	[insert amount]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation did not occur since 1 st January [insert year] specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation since 1 st January [insert year] specified in Qualification Criteria and Requirements, requirement 2.3.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]
Litigation history, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No litigation history since 1 st January [insert year] in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation history since 1 st January [insert year] in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 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>
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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 20xx	Year 2 20xx	Year 3 20xx	Year 4 20xx	Year 5 20xx
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 statements¹⁰ for the five (5) years required above; and complying with the requirements
- Attached are Bank references/letters of credit confirming cash flow capacity

¹⁰ 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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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

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

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for the **Construction of Bani Kenanah Water Supply Project** (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, 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 declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract.

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant the Water Authority of Jordan, the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy. (<http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>)

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign in the name and on behalf of _____

EIB-Environmental and Social Covenant

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour 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 environment applicable in the country of implementation of the contract.

Labour standards. We further commit to the principles of the eight Core ILO standards¹¹ pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

Workers relations. We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to Water Authority of Jordan as well as on any corrective measures periodically deemed necessary.

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems¹²; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment 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. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in PESIA¹³ and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting monthly environmental and social monitoring reports to Water Authority of Jordan; and (ii) complying with the measures assigned to us as set forth in the environmental permits in the PESIA and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management

System commensurate to the size and complexity of the Contract and provide Water Authority of Jordan with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with the Water Authority of Jordan, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing the Water Authority of Jordan with a written notice and in a timely manner of any unanticipated environmental or social risks or

¹¹ <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

¹² http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm

¹³ Preliminary Social and Environmental Assessment and ESMP (Environmental and social Management Plan)

impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with the Water Authority of Jordan, adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. 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 the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Water Authority of Jordan and the EIB and auditors appointed by either of them, the right of inspection of 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 subcontractors.

Name: _____ In the capacity of _____

Signed: _____

Duly authorised to sign the contract for and on behalf of: _____

Date: _____

PART 2 – Works Requirements

Section VI. Scope of Works

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Section VI. Scope of the Works

1. Description of the Works

The project aims at the rehabilitation and expansion of the water supply system in Bani Kenanah in the Northern Governorate of Irbid to improve the reliability and security of the water supply by restructuring the water network to introduce proper pressure zones, provide sufficient storage capacity, provide redundancy in the system, optimize the pressure in the network and reduce bursts and leakages. This is expected to ease the operation of the system, reduce non-revenue water and increase the efficiency of the water supply system.

The existing water supply system in the project area consists of 10 ground wells in three local groundwater wellfields, seven pump stations, five small reservoirs, and approximately 690 km of existing water supply and distribution pipelines with various diameters ranging from 20 mm for house connections to 400 mm main pipelines. The existing water supply system depends mainly on direct pumping from each pump station to the different villages based on intermittent supply. Part of the water supply system has been rehabilitated in the last few years while most of the system is still in bad conditions. The pipelines are made of several different pipe materials, including galvanized iron, steel, ductile iron (DI), and polyethylene. Recent study indicated that most of the local wells will be depleted by year 2025, and therefore, the main water supply will be from Zabda reservoir in addition to a new wellfield in the Wehda area.

The proposed Bani Kenanah project is located in Irbid Governorate in north Jordan. The project will serve 23 localities within the Bani Kenanah District will consist of the following main components:

1. A primary pipeline of 15 km, 700mm diameter from Zabda reservoir to a new Bani Kenan reservoir in Sama area including all fittings and appurtenances
2. Main Bani Kenanah reservoir site that includes a 16,000 m³ capacity water reservoir, a pump station, chlorination system, and an operation building including all site works and piping system.
3. A 1,000m³ reservoir at Hibras area with all piping, site works, and a guard room
4. Approximately 54 km of ductile iron pipelines (DIP) of diameters ND 200mm to ND 600mm with appurtenances
5. Approximately 465 km of high-density polyethylene (HDPE) pipes of diameters ranging from OD63 mm to OD180 mm with appurtenances
6. Approximately 13,000 HDPE house connections of 32 and 25 mm diameter including water meters
7. Approximately 13 pressure reducing stations and 29 district meters stations
8. Electrical works and supervisory control and data acquisition (SCADA) system

The project components will be divided into four construction packages. Prequalified contractors will be invited to bid on all packages. However, no contractor will be awarded more than two packages.

2. Construction Period

The detailed design and tender documents are expected to be completed by February 2023. The Contract is expected to be available for prequalified firms in early 2023 with award and contract signing by the second quarter of 2023. 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 Guidelines and the Water Authority of Jordan requirements, and is open to all bidders, as defined in its guidelines.

3. 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, published by FIDIC (the Fédération Internationale des Ingénieurs Conseils).