



Climate-Adapted Infrastructure Planning in the Water Sector

Wastewater Management in Amman and Zarqa Governorates

Initial Selection Documents for Procurement of Works, Design and Build

for

Design and Construction of Conveyance Pipeline for the Regional Reuse System

Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafra

Employer: Water Authority of Jordan (WAJ)

August 2025

Invitation for Initial Selection No.:

WAJ Tender Number 25/2025

Prepared by

JV of Dorsch Impact GmbH | Arabtech Jardaneh

Invitation for Initial Selection Works, Design and Build Contract

SPECIFIC PROCUREMENT NOTICE

Invitation for Initial Selection

Water Authority of Jordan (WAJ)

Climate-Adapted Infrastructure Planning in the Water Sector

Wastewater Management in Amman and Zarqa Governorates

Design and Construction of Conveyance Pipeline for the Regional Reuse System

Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafraïn August 2025

The Water Authority of Jordan (WAJ) has arranged finance from Agence Française de Développement ("AFD") and the European Union toward the cost of the Wastewater Management in Amman and Zarqa Governorates, Jordan, and it intends to apply part of the funds to payments under the contract for Design and Construction of Effluent System from South Amman and Madaba WWTPs, Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafraïn. The Employer intends to initially select a maximum of six (6) firms for the detailed design and construction of an effluent pumping station 16,000 m³/day and carbon steel force mains DN500 and DN900 comprising:

- Effluent pump station of 16,000 m³/day at Madaba WWTP;
- DN500 carbon steel forcemain (L = 6,881 m) from the pump station at Madaba WWTP to the junction point mixing with South Amman; and
- DN900 carbon steel forcemain (L = 24,228 m – subject to adjustment) from 10 km after the junction point to Wadi Kafraïn.

The construction duration will be 24 months with a DNP of 12 months. The Conditions of Contract will be the FIDIC Yellow Book (1999).

Local Jordanian contractors shall be classified as Grade (1) in Water and Wastewater and also Grade (1) in Electromechanical/Renewable Energy as per the GTD classification. International contractors shall demonstrate at least equivalent qualifications. Contractors which demonstrate adequate experience may qualify for the above-mentioned works.

Interested eligible Applicants may obtain further information from The Water Authority of Jordan (address below) during office hours. A complete set of the Initial Selection Documents in English is available digitally to the interested applicants and can be downloaded from the website of the Water Authority of Jordan at no charge.

Applications for initial selection should be submitted in clearly marked envelopes and delivered to the address below by 12.00 hours local time on (29) (September) 2025. Late application may be rejected.

The Water Authority of Jordan
WAJ Tender Department / Sixth Floor
Shmeisani PO Box 5012
Amman 11181 Jordan
Tel: (962) 6 5680100,
Email: rua_alsoub@mwi.gov.jo
Rana_Taqatqa@mwi.gov.jo

A complete set of Initial Selection (Design and Execute) is available digitally to the interested applicants and downloaded from the website of the Water Authority of Jordan at no charge.

The Initial Selection submissions shall be labelled on the outside with the name of the Applicant and as follows: "Design and Construction of Conveyance Pipeline for the Regional Reuse System, Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafrain", Tender No. 25/2025

The Project is not exempted from taxes and customs duties. The Ministry of Water and Irrigation, Water Authority of Jordan will be responsible for the reimbursement of sales taxes and customs duties.

The awarded Bidder shall bear the costs of the advertisement in the gazette for one time.

Sincerely,

Secretary General / WAJ

Eng. Sufyan T. Bataineh

Self-Assessment Tool for Applicant's Compliance to Financial Resources

(Criterion 3.1(i) of Section III)

This tool requires the same information submitted in Forms FIN-3.3 and FIN-3.4. All conditions of "Available Financial Resources Net of Current Contract Commitments (CCC) \geq Requirement for the Subject Contract" must be satisfied to qualify.

For Single Entities

For Single Entities	Total Available Financial Resources from Form FIN-3.3	Total Monthly Financial Requirement for CCC from Form FIN-3.4	Available Financial Resources Net of CCC	Requirement for the Subject Contract	Results: Yes or No [D must be greater than or equal to E]
(A)	(B)	(C)	D= (B-C)	(E)	(F)
_____ [Name of Applicant]	_____	_____	_____	_____ ¹	

Joint Ventures

For Joint Ventures	Total Available Financial Resources from Form FIN-3.3	Total Monthly Financial Requirement for CCC from Form FIN-3.4	Available Financial Resources Net of CCC	Requirement for the Subject Contract	Results: Yes or No [D must be greater than or equal to E]
(A)	(B)	(C)	D= (B-C)	(E)	(F)
Leader:					
_____ [Name of JV Member]	_____	_____	_____	_____ ²	
Each (other) JV Member:					
_____ [Name of JV Member 1]	_____	_____	_____	_____ ³	
_____ [Name of JV Member 2]	_____	_____	_____	_____ ³	
All JV Members combined:	ΣD = Sum of available financial resources net of current contract commitments for all Members of the JV.		ΣD =	_____ ¹	_____

This tool is made available for use by the Applicant as a self-assessment tool, and by the Employer as evaluation work sheet, to determine compliance with financial resources requirement as stated in Criterion 3.1(i) of Section III. Failure to submit this tool by the Applicant shall not lead to application rejection.

¹ The Employer should insert here the total requirement for the Subject Contract (for both, single entity and all partners combined) as defined in Criterion 3.1(i) of Section III.

² The Employer should insert here the required share for the leader as defined in Criterion 3.1(i) of Section III, if applicable.

³ The employer should insert here the required share for each JV Member as defined in Criterion 3.1(i) of Section III, if applicable.

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PART 1 – Initial Selection Procedures

Section I - Instructions to Applicants (ITA)

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A. General

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| 1 | Scope of Application | 1.1 | In connection with the invitation for Initial Selection indicated in Section II, Initial Selection Data Sheet (ISDS), the Employer, as defined in the ISDS , issues these Initial Selection Documents ("Initial Selection Documents") to prospective applicants ("Applicants") interested in submitting applications ("Applications") for Initial Selection for the Works (Design, Build and Operate or Design and Build, as specified in the ISDS) described in Section VII, Scope of Employer's Requirement. |
| 2 | Source of Funds | 2.1 | The Employer specified in the ISDS has received or has applied for financing (hereinafter called "funds") from <i>Agence Française de Développement</i> (hereinafter called " AFD ") toward the project named in the ISDS . The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Initial Selection Documents are issued. |
| 3 | Prohibited Practices | 3.1 | AFD requires compliance with its policy in regard to prohibited practices as set forth in Section VI - AFD Policy - Prohibited Practices – environmental and social responsibility. |
| | | 3.2 | In further pursuance of this policy, Applicants shall permit and shall cause their subcontractors and subconsultants, to permit AFD to inspect all accounts, records and other documents relating to the submission of the Application, Bid submission (in case of Initial Selection), and contract performance (in the case of award), and to have them audited by auditors appointed by AFD. |
| 4 | Eligible Applicants | 4.1 | An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 4.3 - or any combination of such entities 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 joint venture, all members shall be jointly and severally liable for the execution of the entire 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 Initial Selection process, Bidding (in the event the JV submits Bid) and during contract execution (in the event the JV is awarded the Contract). Unless specified in the ISDS , there is no limit on the number of members in a JV. |
| | | 4.2 | A firm may apply for initial selection both individually, and as part of a joint venture, or as a subcontractor. If initially selected, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture. However, a firm may participate as a subcontractor in more than one Application, but only in that capacity. Applications submitted in violation of this procedure will be rejected. |
| | | 4.3 | AFD's eligibility criteria for initial selection are described in Section V, Eligibility Criteria. |
| | | 4.4 | Applicants shall not have a conflict of interest. Any Applicant found to have a conflict of interest shall be disqualified. An Applicant may be considered to have a conflict of interest for the purpose of this initial selection process, if the Applicant: <ul style="list-style-type: none"> a) Directly or indirectly controls, is controlled by or is under common control with another Applicant; or |

- b) Receives or has received any direct or indirect subsidy from another Applicant; or
- c) Has the same legal representative as another Applicant; or
- d) Has a relationship with another Applicant, directly or through common third parties, that puts it in a position to influence the application of another Applicant, or influence the decisions of the Employer regarding this initial selection process; or
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the initial selection; or
- f) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Employer's Representative for the Contract implementation; or
- g) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the Funds who: (i) are directly or indirectly involved in the preparation of Initial Selection Documents or specifications of the contract, and/or the initial selection evaluation process; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to AFD throughout the procurement process and execution of the contract.

4.5 An Applicant shall not be under suspension from submitting an Application by the Employer as the result of the execution of a Bid-Securing Declaration.

4.6 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5 Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by AFD may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.

B. Contents of the Initial Selection Documents

6 Sections of Initial Selection Documents

6.1 The Initial Selection Documents consist 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 8.

PART 1: Initial Selection Procedures

- Section I - Instructions to Applicants (ITA)
- Section II – Initial Selection Data Sheet (ISDS)
- Section III – Initial Selection Criteria
- Section IV – Application Forms
- Section V – Eligibility Criteria
- Section VI - AFD Policy – Prohibited Practices –environmental and social responsibility

PART 2: Employer's Requirements

- Section VII – Scope of Employer's Requirements

- 6.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Initial Selection Documents, responses to requests for clarification, or Addenda in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Employer shall prevail.
- 6.3 The Applicant is expected to examine all instructions, forms, and terms in the Initial Selection Documents and to furnish with its Application all information or documentation as is required by the Initial Selection Documents.
- 7 Clarification of Initial Selection Documents**
- 7.1 A prospective Applicant requiring any clarification of the Initial Selection Documents shall contact the Employer in writing at the Employer's address indicated **in the ISDS**. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Initial Selection Documents directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated **in the ISDS**, the Employer shall also promptly publish its response at the web page identified **in the ISDS**. Should the Employer deem it necessary to amend the Initial Selection Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.
- 8 Amendment of Initial Selection Documents**
- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Initial Selection Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Initial Selection Documents and shall be communicated in writing to all Applicants who have obtained the Initial Selection Documents from the Employer. The Employer shall promptly publish the Addendum at the Employer's web page identified **in the ISDS**.
- 8.3 To give 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 17.2.

C. Preparation of Applications

- 9 Cost of Application**
- 9.1 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 Initial Selection process.
- 10 Language of Application**
- 10.1 The Application as well as all correspondence and documents relating to the Initial Selection exchanged by the Applicant and the Employer, shall be written in the language specified **in the ISDS**. 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 ISDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.
- 11 Documents Comprising the Application**
- 11.1 The Application shall comprise the following:
- Application Submission Form**, in accordance with ITA 12;

- b) **Eligibility:** documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13;
 - c) **Qualifications:** documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and
 - d) any other document required as specified **in the ISDS**.
- 11.2 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.
- 12 **Application Submission Form**
 - 12.1 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.
- 13 **Documents Establishing the Eligibility of the Applicant**
 - 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete and sign the Statement of Integrity, Eligibility and Social and Environmental Responsibility as provided in Section IV, Application Forms, without any alteration to its format and furnish supporting documentation as specified in Forms ELI-1.1 and ELI-1.2.
- 14 **Documents Establishing the Qualifications of the Applicant**
 - 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Initial Selection Criteria, the Applicant shall provide the information requested in the corresponding Forms included in Section IV, Application Forms.
 - 14.2 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:
 - a) for turnover or financial data required for each year - exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted); and
 - b) value of single contract - exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available rate published by the Central Bank of the Employer's country; unless otherwise stated **in the ISDS**. Any error in determining the exchange rates in the Application may be corrected by the Employer.
- 15 **Signing of the Application and Number of Copies**
 - 15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 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 Letter of Intent shall be signed by every member of the intended JV.
 - 15.2 The Applicant shall submit copies of the signed original Application, in the number specified **in the ISDS**, 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

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| <p>16 Sealing and Marking of Applications</p> | <p>16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:</p> <ul style="list-style-type: none"> a) Bear the name and address of the Applicant; b) Be addressed to the Employer in accordance with ITA 17.1; and c) bear the specific identification of this Initial Selection process <p>16.2 The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.</p> |
| <p>17 Deadline for Submission of Applications</p> | <p>17.1 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 ISDS. When so specified in the ISDS, Applicants have the option of submitting their Applications electronically, in accordance with electronic application submission procedures specified in the ISDS</p> <p>17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Initial Selection Documents in accordance with ITA 8, 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.</p> |
| <p>18 Late Applications</p> | <p>18.1 The Employer reserves the right to accept Applications received after the deadline for Submission of Applications.</p> |
| <p>19 Opening of Applications</p> | <p>19.1 The Employer shall open all Applications at the date, time and place specified in the ISDS. Late Applications shall be treated in accordance with ITA 18.1.</p> <p>19.2 Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified in the ISDS.</p> <p>19.3 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.</p> |

E. Procedures for Evaluation of Applications

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| <p>20 Confidentiality</p> | <p>20.1 Information relating to the Applications, their evaluation and results of the Initial Selection shall not be disclosed to Applicants or any other persons not officially concerned with the Initial Selection process until the notification of Initial Selection results is made to all Applicants in accordance with ITA 28.</p> <p>20.2 From the deadline for submission of Applications to the time of notification of the results of the Initial Selection in accordance with ITA 28, any Applicant that wishes to contact the Employer on any matter related to the Initial Selection process may do so only in writing.</p> |
| <p>21 Clarification of Applications</p> | <p>21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.</p> <p>21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Employer's request for</p> |

clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

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| 22 Responsiveness of Applications | 22.1 The Employer may reject any Application which is not responsive to the requirements of the Initial Selection Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant. |
| 23 Margin of Preference | 23.1 Margin of preference for domestic bidders shall not apply in the bidding process resulting from this initial selection. |
| 24 Subcontractors | <p>24.1 Unless otherwise stated in the ISDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (so-called "Nominated Subcontractors").</p> <p>24.2 A "specialized subcontractor" 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.</p> <p>24.3 The Employer may decide to permit subcontracting for certain specialized works as indicated in Section III 4.2 - Experience. When such subcontracting is permitted by the Employer, the specialized subcontractors experience shall be considered for the evaluation. Section III, Initial Selection Criteria, describes the qualification criteria for subcontractors.</p> <p>24.4 The Applicant shall not propose to subcontract the whole of the contract.</p> |

F. Evaluation of Applications and Initial Selection of Applicants

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| 25 Evaluation of Applications | <p>25.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Initial Selection Criteria to evaluate the qualifications of the Applicants, and no other factors, 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.</p> <p>25.2 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 4.2 shall not be considered.</p> |
| 26 Employer's Right to Reject All Applications | 26.1 The Employer reserves the right to annul the Initial Selection process and reject all Applications at any time, without thereby incurring any liability to the Applicants. |
| 27 Initial Selection of Applicants | <p>27.1 The range of Applicants that the Employer may Initially Select (x = maximum number) is specified in the ISDS.</p> <p>27.2 Initial Selection of Applicants involves several steps, as follows:</p> <p style="margin-left: 20px;">a) Step 1 - Table 1 Evaluation: The first step of Initial Selection involves evaluation against the methods, criteria and</p> |

requirements described in Section III, Table 1: Qualification Criteria;

- b) **Step 2 - Rejection:** Applicants that do not meet any of the qualification criteria and requirements in Table 1: Qualification Criteria will not be evaluated further, and will be eliminated from the Initial Selection process;
- c) **Step 3 - Long List:** Applicants that meet any of the qualification criteria and requirements in Table 1: Qualification Criteria will be long listed, and evaluated further;
- d) **Step 4:** Depending on the number of Applicants that are long listed, one of the following options will apply:

Option 1: All are Initially Selected: Where the number of long listed Applicants is $\leq x$, all long listed Applicants are Initially Selected. In this scenario, there is no requirement to evaluate these long listed Applicants against Table 2: Rated Criteria. Therefore, Steps 5 to 7 shall not apply;

Option 2: Applicants are evaluated using Table 2 Evaluation: Where the number of long listed Applicants is $> x$, the Employer shall evaluate all long listed Applicants against Table 2: Rated Criteria. This evaluation method involves scoring each Application against rated criteria using the scoring methodology described;

- e) **Step 5 - Rank Applicants:** The total scores, from this step of the Initial Selection evaluation, for each long listed Applicant are compared, and the Applicants are ranked from the highest to the lowest total score;
- f) **Step 6 - Initial Selection up to x:** In accordance with the value selected by the Employer for x , the Employer Initially Selects the Applicants that are ranked from the highest score, to the Application ranked as x ;
- g) **Step 7 - Reject $x+1$ Applicants:** Where the number of long listed Applicants is $> x$, the Employer rejects all Applicants that are ranked greater than x , i.e. ranked as $x+1$, $x+2$, $x+3$, etc.

28 Notification of Initial Selection

- 28.1 The Employer shall notify all Initially Selected Applicants in writing that they have been Initially Selected. In providing this notification the Employer shall include the names of all Applicants that have been Initially Selected.
- 28.2 The Employer shall separately notify all other Applicants that they have not been Initially Selected, and that they have been eliminated from the process. Any Applicant that has been eliminated from the process at this stage may request, in writing, the grounds on which they were eliminated.

29 Invitation for Bids

- 29.1 Promptly after the notification of the results of the Initial Selection, the Employer shall invite Bids from all the Applicants that have been initially selected.
- 29.2 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, and the successful Bidder shall be required to provide a Performance Security as specified in the Bidding Documents.

**30 Changes in
Qualifications of
Applicants**

- 30.1 Any change in the structure or formation of an Applicant after being initially selected in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor) 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)) as a consequence of the change, the Applicant no longer meets any of the qualification criteria set forth in Section III, Initial Selection Criteria, Table 1 - Qualification Criteria; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition; or (iii) an initially selected applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; or (iv) no longer continues to be in the list of Initially Selected Applicants as a result of the Employer's re-evaluation of the Application in accordance with ITA 27. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

Section II – Initial Selection Data Sheet (ISDS)

A. Introduction	
ITA 1.1	<p>The identification of the Invitation for Initial Selection is: 25/2025</p> <p>The Employer is: The Water Authority of Jordan</p> <p>WAJ Tender Department / Sixth Floor Shmeisani PO Box 5012 Amman 11181 Jordan Tel: (962) 6 5680100, Email: rua_alsoub@mwi.gov.jo Rana_Taqatqa@mwi.gov.jo</p> <p>The identification number of the IPC is: 25/2025</p> <p>The Invitation for Initial Selection aims to select Applicants for: a DB Contract</p>
ITA 2.1	<p>The name of the funding programme is: Madaba wastewater collection, treatment and reuse expansion project: AFD loan N°CJO1140 01 & EU grant N°CJO1140 02.</p> <p>Contract Name: Design and Construction of Conveyance Pipeline for the Regional Reuse System, Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafrain</p>
ITA 4.1	Maximum number of members in the JV shall be: two (2)
B. Contents of the Initial Selection Documents	
ITA 7.1	For clarification purposes only, the Employer's address is: same as in ITA1.1 above.
ITA 7.1 & 8.2	Web page: Clarifications will be posted on the website of the Water Authority of Jordan. : http://www.waj.gov.jo/sites/en-us/Lists/Tenders/AllItems.aspx
C. Preparation of Applications	
ITA 10.1	<p>The Application as well as all correspondence shall be submitted in English.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITA 11.1(d)	The Applicant shall submit with its Application, the following additional documents: not applicable
ITA 14.2	The source for determining exchange rates is: Central Bank of Jordan
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: two (2) paper copies and one (1) digital copy (in pdf on USB flash).
D. Submission of Applications	
ITA 17.1	<p>The deadline for Application submission is:</p> <p>Date: (29) (September) 2025</p> <p>Time: Up to 12.00 PM during working day local time</p> <p>Applicants shall not have the option of submitting their Applications electronically.</p> <p>If electronic submission of Applications shall be permitted, the electronic application submission procedures shall be: not applicable</p>

	For application submission purposes only , the Employer's address is: the same as that indicated in ITA 1.1
ITA 19.1	<p>The opening of the Applications shall be at:</p> <p>Date: (29) (September) 2025</p> <p>Time: At 13.00 PM local time</p> <p>Address: The Water Authority of Jordan WAJ Tender Department / Sixth Floor Shmeisani PO Box 5012 Amman 11181 Jordan</p>
ITA 19.2	If electronic submission of Applications shall be permitted, electronic Application opening procedures are: not applicable
E. Procedures for Evaluation of Applications	
ITA 24.1	At this time the Employer does not intend to execute certain specific parts of the contract by subcontractors selected in advance by the Employer (nominated subcontractors).
F. Evaluation of Applications and Initial Selection of Applicants	
ITA 27.1	<p>Initial Selection – maximum number six (6)</p> <p>The Employer intends to initially select the following maximum number of Applications: six (6).</p>

Section III – Initial Selection Criteria

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.

Wherever an Applicant is required to state a monetary amount, Applicants should indicate the JOD equivalent using the rate of exchange determined as follows:

- For construction 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 contract.

Exchange rates shall be taken from the publicly available rate published by the Central Bank of the Employer's country. Any error in determining the exchange rates in the Application may be corrected by the Employer.

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Table 1 - Qualification Criteria

1 Eligibility						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
1.1 Nationality	Nationality in accordance with ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1 and ELI-1.2, with attachments
1.2 Conflict of Interest	No conflicts of interest in accordance with ITA 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
1.3 AFD Eligibility	Not being ineligible to AFD financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity and Environmental and Social Responsibility
1.4 State-Owned Entity	Meet conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1 and ELI-1.2, with attachments

2 Historical Contract Non-Performance							
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements	
			All Parties Combined	Each Member	One Member		
2.1 History of Non-Performing Contracts	Termination of a contract ¹ did not occur as a result of contractor's default in the past five (5) years.	Must meet requirements	Must meet requirements	Must meet requirements ²	N/A	Form CON-2	
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 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form	
2.3 Pending Litigating	All pending litigation shall in total not represent more than one hundred percent (100%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON-2	

¹ Non-performance shall include all terminations of contracts where (a) non-performance was not challenged by the Applicant, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Applicant. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism.

² This requirement also applies to contracts executed by the Applicant as JV member.

3 Financial situation and Performance						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
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) sufficient to meet the cash flow requirements estimated as JOD 4.0 million (four million Jordanian Dinar) for the subject contract(s) net of the Applicants other commitments;	Must meet requirement	Must meet requirement	N/A	N/A	Forms FIN-3.1, with attachments and FIN-3.3
	(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 contracts currently in progress and for future contract commitments;	Must meet requirement	Must meet requirement	N/A	N/A	Forms FIN-3.1 and FIN-3.4
	(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 three (3) years shall be submitted and demonstrate the current soundness of the Applicant's financial position. The Applicant's financial position will be deemed sound if at least two	Must meet requirement	N/A	N/A	Leader must meet requirement	Form FIN-3.1, with attachments

3 Financial situation and Performance						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<p>(2) of the following four (4) criteria are met:</p> <p>a) Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three (3) years > 0;</p> <p>b) Total equity (net worth) for the last three (3) years > 0;</p> <p>c) Average liquidity ratio for the last three (3) years > 1 ((Current assets) / (Current liabilities) > 1);</p> <p>d) Average indebtedness ratio for the last three (3) years < 6 ((Total financial liabilities) / (EBITDA) < 6).</p>					
3.2 Minimum Average Annual Turnover	Minimum average annual turnover of JOD 25.0 million (twenty five million Jordanian Dinar) for the last 5 (five) years.	Must meet requirement	Must meet requirement	Must meet <i>[twenty five]</i> per cent <i>[25]%</i> of the requirement	Must meet <i>[forty]</i> per cent <i>[40]%</i> of the requirement	Form FIN-3.2

4 Experience						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
4.1 General Experience	Experience in the role of prime contractor JV member , subcontractor, or management contractor for at least the last 5 (five) years, starting 1 st January 2020 with a minimum of two (2) contracts, each having a value of at least 20,000,000 JOD (twenty million Jordanian Dinar) or the equivalent, and that have been satisfactorily and substantially completed.	Must meet requirement	Must meet requirement		N/A	Form EXP-4.1
4.2 Specific Experience - Construction	A minimum number of similar ³ contracts specified below that have been satisfactorily and substantially ⁴ completed as a prime contractor, joint venture member ⁵ , management contractor or subcontractor between 1 st January 2015 and application submission deadline: Minimum of 2 (two) contracts, each of minimum value JOD 2.5 million with: <ul style="list-style-type: none"> • Construction of water or sewage pumping stations, minimum capacity 	Must meet requirement	Must meet requirement ⁶	N/A	Must meet the following requirements for the key activities ⁷ listed below: <ul style="list-style-type: none"> • Construction of water or sewage pumping stations, minimum capacity 300 	Form EXP-4.2

³ The similarity shall be based on the physical size, complexity and technicity of the works. Adding up small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁴ Substantial completion shall be based on 80% or more works completed under the contract.

⁵ For contracts under which the Applicant participated as a joint venture member or subcontractor, only the Applicant's share, by value, shall be considered to meet this requirement.

⁶ In the case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. For instance, if the criterion mentions "two (2) contracts with a minimum value of 50M\$ each", a JV composed of 3 members and having carried out four (4) contracts of 30M\$ each shall not be qualified. On the other hand, if 2 of the 3 members of the JV each carried out one (1) contract of 50M\$, the criterion is met, even if the third member does not have any contract of this value.

⁷ For example, experience of works while in operation may be required under this criterion. Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

4 Experience						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<p>300 m³/hr, minimum one (1) contract; and</p> <ul style="list-style-type: none"> Construction of water, wastewater or drainage pipelines, with pumping or gravity, minimum 15 km length with at least 5 km pipeline of DN800 or above, minimum one (1) contract; and Construction and installation of a carbon steel forcemain pipeline of DN500 or larger, with a minimum installed length of 5 kilometres. <p>Note that this experience shall be demonstrated in a minimum of two (2) no. contracts in total. Each contract shall meet at least one (1) of the two (2) requirements above.</p> <p>Applicants shall also meet the following requirement:</p> <ul style="list-style-type: none"> At least one (1) contract in the MENA region of minimum value 12,000,000 JOD (twelve million Jordanian Dinar) or equivalent, note that this may be a different contract from the contracts listed above. 				<p>m³/hr, minimum one (1) contract; or</p> <ul style="list-style-type: none"> Construction of water, wastewater or drainage pipelines, with pumping or gravity, minimum 15 km length with at least 5 km pipeline of DN800 or above, minimum one (1) contract; or Construction and installation of a carbon steel forcemain pipeline of DN500 or larger, with a minimum installed length of 5 kilometres. 	
Specific Experience: Design of pumping stations	For the following specialized works, the Employer permits specialized subcontractors as per ITA 24.2 and 24.3	Must meet requirement.	Must meet requirement.		The subcontractor or Joint Venture	

4 Experience						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<p>for the detailed design of the pumping station.</p> <p>The minimum requirements for specialized subcontractors are design experience in the following key activities successfully completed:</p> <ul style="list-style-type: none"> - minimum of two (2) contracts Construction works using the FIDIC Yellow Book or equivalent, which involves the design of a pumping station, including at least one (1) contract for a pumping station with a minimum capacity of 300 m³/h 	The Applicant may rely on the experience of a named Design subcontractor	The Applicant may rely on the experience of a named Design subcontractor		partner named as the “Designer” on Form ELI – 1.1 must meet these requirements	

5 Environmental, Social, Health and Safety (ESHS)						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
5.1 ESHS Certification(s)	<p>Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Applicant), and applicable to the worksite:</p> <ul style="list-style-type: none"> ✓ Quality management certificate ISO 9001 	Must meet requirement	N/A	N/A	Leader must meet requirement	Form CER

5 Environmental, Social, Health and Safety (ESHS)						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<ul style="list-style-type: none"> ✓ Environmental management certificate ISO 14001 ✓ Health and safety management certificate ISO 45001 or OHSAS 18001 					<p>Form CER</p> <p>Form CER</p>
5.2 ESHS Documentation	<p>Availability of in-house policies and procedures acceptable to the Employer for ESHS management:</p> <ol style="list-style-type: none"> 1. Existence of an Ethics Charter. 2. Existence of a system for monitoring compliance with ESHS commitments for the Candidate's Subcontractors and all its partners. 3. Existence of official company procedures for the management of the following relevant points: <ul style="list-style-type: none"> ✓ ESHS resources and facilities and ESHS monitoring organization; ✓ Health & Safety on worksites; ✓ Relations with stakeholders, information and consultation of local communities and authorities; ✓ Traffic management; ✓ Site rehabilitation and revegetation; 	Must meet requirement	N/A	N/A	Leader must meet requirement	<ol style="list-style-type: none"> 1. The ESHS Ethics Charter of the company or equivalent must be provided. 2. A procedure or information on how the Bidder ensures that all members of the Joint Venture, Subcontractors, suppliers and temporary labor (i) are aware and (ii) meet ESHS requirements must be provided. 3. Official internal procedure documents on the topics indicated must be provided.

5 Environmental, Social, Health and Safety (ESHS)						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
5.3 ESHS Experience	Experience of 2 (two) construction contracts over the last 10 (ten) years, where major ESHS measures were carried out or are on progress satisfactorily and in compliance with international standards.	Must meet requirement	N/A	N/A	Leader must meet requirement	Form EXP-ESHS with supporting documents (the Applicant shall submit a piece of evidence supporting the ESHS implementation measures)
5.4 ESHS Dedicated Personnel	Availability of in-house personnel dedicated to ESHS issues: Environmental and Social Manager, and/or Health and Safety Manager.	Must meet requirement	N/A	N/A	Leader must meet requirement	Organizational chart evidencing filled ESHS position(s)

Table 2 – Rated Criteria

Criteria							Scoring		Documentation														
Requirements							Maximum Score	Remark	Submission Requirements														
1 Contracts for Design and Build																							
Number of Similar Contracts Number of satisfactorily and substantially ⁸ completed Design and Build contracts that exceed the number specified in Table 1, criterion 4.2 (where this number is N) that are: a) similar to the Requirements (Table 1, criterion 4.2); and b) completed during the past ten (10) years. Scoring methodology: <table><tr><td>Number of contracts</td><td>7</td><td>6</td><td>5</td><td>4</td><td>3</td><td>2</td></tr><tr><td>Weighting</td><td>100</td><td>80</td><td>60</td><td>40</td><td>20</td><td>0</td></tr></table> NB: The Applicant shall limit the number of submitted similar contracts references to ten (10) in its Application.							Number of contracts	7	6	5	4	3	2	Weighting	100	80	60	40	20	0	70	In case of JV, all members combined will be evaluated.	Form EXP-4.2
Number of contracts	7	6	5	4	3	2																	
Weighting	100	80	60	40	20	0																	
TOTAL 1							70																
2 Contract Management Capability																							
Contract management capability demonstrated in the following key areas:							30	In case of JV, the capability of the lead member will be evaluated	Form CMC														
a) Description of project management systems and how they will be applied (including status of accreditation with recognized international standards applicable to the industry)							10																
b) Understanding of Employer's Requirements (approach to the contract, preliminary timeline/delivery schedule, risk identification), and							10																
c) Use of value Engineering, innovation and continuous improvement.							10																
TOTAL 2							30																
TOTAL 1 + 2							100																

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

Section IV – Application Forms

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1. Administrative Forms

Application Submission Form

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

IPC No. and Title: _____ *[insert IPC number and title]*

To: The Water Authority of Jordan (WAJ) *[insert full name of Employer]*

We, the undersigned, apply to be initially selected for the referenced IPC and declare that:

- a) We have examined and have no reservations to the Initial Selection Documents, including Addendum(s) No(s). *[insert the number and issuing date of each addendum]*, issued in accordance with Instructions to Applicants (ITA 8°);
- b) We have no conflict of interest in accordance with ITA 4.4;
- c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITA 4.5;
- d) We understand that you reserve the right to annul the initial selection process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

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. In case of a letter of intent to form a joint venture, it shall be attached and all members shall sign it.]

POWER OF ATTORNEY

for

**Design and Construction of Conveyance Pipeline for the Regional Reuse System,
Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafraïn**

I the undersigned (*name of person*) acting as the (*position in company*) of (*name of company*) whose registered office is (*address of company*) hereby grant delegation and power to and authorise:

(*Name of person receiving this Power of Attorney*)

To sign severally on behalf of the Company in all financial, judicial, legal, administrative, and other matters or any person authorized by him in writing.

Date

Place

Signature

Name

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Design and Construction of Conveyance Pipeline for the Regional Reuse System, Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafrain (the “**Contract**”)

To: The Water Authority of Jordan (WAJ) (the “**Contracting Authority**”)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,¹ nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution² having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
 - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
 - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
 - c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;
 - 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010³ (in the event of such ineligibility, we may

¹ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

² Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

³ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

- attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
- 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
- 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf⁴, nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
- a. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
 - b. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;
 - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. We hereby certify that neither we, nor any party acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
- 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
- 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
- 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
- 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
- 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

⁴ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
6. In the context of the procurement and performance of the Contract:
- 6.1 Neither we, nor any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.⁵
- 6.2 Neither we, nor or any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,² any members of our joint venture, and any of our subcontractors undertake to:
- 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- 7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.
8. We, any party acting on our behalf,² the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(*):

⁵ For informational purposes, this policy can be accessed via the following link: <https://www.afd.fr/en/combating-corruption>.

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(*): If no amount has been paid or is to be paid, indicate “None”.

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of:⁶ _____

Signature: _____

Dated: _____

⁶ In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.

Form ELI-1.1: Applicant Information Form

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

IPC No. and title: IPC 25/2025, Package 2: Forcemain and Pumping
Station Madaba WWTP to Wadi Kafrain

Page *[insert 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>
In case of a JV, Applicant's actual or intended country of Constitution: _____ <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of Constitution: _____ <i>[indicate year of Constitution]</i>
Applicant's legal address (in country of Constitution): _____ <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> Email address: _____ <i>[indicate email address]</i>
1. Attached are copies of original documents of: <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.1; <input type="checkbox"/> In case of State-owned enterprise or institution, in accordance with ITA 4.3, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • That the Applicant is not a 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: Applicant's JV Information Form

[The following table shall be filled by each member of a Joint Venture and, if applicable, by any specialized subcontractor, and in that case substitute "Applicant's JV member" for "Specialized Subcontractor".]

Date: *[Insert day, month, year]*
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Applicant name: _____ <i>[insert full name]</i>
Applicant's JV member's name: _____ <i>[insert full name Applicant's JV Member]</i>
Applicant's JV member's country of Constitution: _____ <i>[indicate country of Constitution]</i>
Applicant's JV member's year of Constitution: _____ <i>[indicate year of Constitution]</i>
Applicant's JV member's legal address (in country of Constitution): _____ <i>[insert street / number / town or city / country]</i>
Applicant's 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> Email address: _____ <i>[indicate email address]</i>
1. Attached are copies of original documents of: <div style="margin-left: 20px;"> <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of a state-owned enterprise or institution, in accordance with ITA 4.3, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation in accordance with commercial law • That the Applicant is not a dependent agency of the Employer </div>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

2. Qualification Forms

Form CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History

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

Applicant's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
 IPC No. and title: IPC 25/2025, Package 2: Forcemain and Pumping
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Non-Performed Contracts in accordance with Section III - Initial Selection Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2020 specified in Section III - Initial Selection Criteria, criterion 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1st January 2020 specified in Section III - Initial Selection Criteria, criterion 2.1, as indicated below:			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and JOD 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 / number / city of town / country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III - Initial Selection Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III - Initial Selection Criteria, criterion 2.3 <input type="checkbox"/> Pending litigation in accordance with Section III - Initial Selection Criteria, criterion 2.3, as indicated below:			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), JOD Equivalent (exchange rate)
[insert year]	[insert amount]	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 / number / city of town / 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, specify "pending" or "settled"]</i>	[insert amount]
[insert year]	[insert amount]	...	[insert amount]
...

Form FIN–3.1: Financial Situation and Performance

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

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

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

JV Member's Name: *[insert full name]*

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1. Financial data

Type of Financial information in <i>[indicate currency]</i>	Historic information for previous 3 (three) years (amount in JOD equivalent)		
	2022	2023	2024
Statement of financial position (information from balance sheet)			
Total assets (TA)			
Total financial liabilities ¹			
Total equity/Net worth (NW)			
Current assets			
Current liabilities			
Working capital (WC)			
Information from income statement			
Total revenue			
Earnings before interest, taxes, depreciation, and amortization (EBITDA) ²			
Earnings before taxes (EBT)			
Cash flow information			
Cash flow from operating activities			

2. Financial documents

¹ Means any financial indebtedness for and in respect of:

- a) any monies borrowed on a short, medium or long-term basis;
- b) any bank overdraft;
- c) any amounts raised pursuant to any bills of exchange issued to a third party (or any dematerialised equivalent of such instrument);
- d) any amounts raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instruments;
- e) the amount of any liability in respect of any lease or hire purchase contract which would be treated as a finance or capital lease;
- f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis).

² Means, for any given year, the aggregate of:

- (+) net income
- (+) tax expense
- (+/-) extraordinary income or expense
- (+/-) financial result
- (+/-) net foreign exchange losses or gains
- (+) net depreciation and amortization allowances and provisions

The Applicant and in case of a JV, each member shall provide copies of financial statements for 3 (three) years pursuant Section III, Initial Selection Criteria, criterion 3.1. The financial statements shall:

- a) Reflect the financial situation of the Applicant or in case of a JV, each member, and not an affiliated entity (such as parent company or subsidiary);
 - 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 statements³ for the 3 (years) years required above and complying with the requirements

³ 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 Turnover

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

Applicant's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
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Year	Annual turnover data		
	Amount and currency ¹	Exchange rate ²	JOD equivalent
<i>[Indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert exchange rates used to calculate the JOD equivalent]</i>	<i>[insert JOD equivalent]</i>
		Average Annual Turnover ³	

¹ The indicated turnover amounts must be identical as those appearing on the financial statements.

² Refer ITA 14 for date and source of exchange rate.

³ Total JOD equivalent for all years divided by the total number of years. See Section III, Table 1, Qualification Criteria, 3.2.

**Form FIN–3.3:
Financial Resources**

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

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as specified in Section III, Initial Selection Criteria.

Financial Resources		
No.	Source of financing	Amount (JOD equivalent)
1		
2		
3		
...		

Form FIN–3.4:
Current Contract Commitments / Works in Progress

Applicants and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Completion Certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Telephone and Fax	Value of Outstanding Work (Current JOD Equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months (JOD/month)
1					
2					
3					
4					
5					
...					

Form EXP-4.1: General Experience

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

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

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

JV Member's Name: *[insert full name]*

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[Pursuant to Section III, Initial Selection Criteria, criterion 4.1, list contracts over the past [number] years, chronologically, according to their commencement (starting) dates.]

Sarting 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 contracts performed by the Applicant: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and JOD 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 "Subcontractor" or "Management Contractor"]</i> _____
...

Form EXP-4.2: Specific Experience

[The following table shall be filled in for contracts performed by the Applicant and each member of a Joint Venture and specialized subcontractor if any]

Applicant's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
 Subcontractor's Name¹ (as per ITA 24.3): *[insert full name]*
 IPC No. and title: IPC 25/2025, Package 2: Forcemain and Pumping
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Similar Contract No: <i>[insert number]</i> of <i>[insert number of similar contracts required]</i>	Information		
Contract Identification:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Insert contract name and number, if applicable]</i>		
Award Date:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Insert day, month, year, i.e. 15 June, 2015]</i>		
Completion Date:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Insert day, month, year, i.e. 03 October, 2017]</i>		
Role in Contract: <i>[check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor
Total Contract Amount:	<i>[Insert total contract amount in local currency]</i>		JOD <i>[Insert Exchange rate and total contract amount in JOD equivalent]</i>
If member is a JV or subcontractor, 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 JOD equivalent]</i>
Employer's Name:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Insert full name]</i>		
Address:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Indicate street / number / town or city / country]</i>		
Telephone/Fax numbers:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Insert telephone/fax numbers, including country and city area codes]</i>		
Email:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Insert email address, if available]</i>		

¹ If permitted by the Employer under "specialized activities" in Table 4.2 of Section III, Initial Selection Criteria.

**Form EXP–4.2 (cont.):
Specific Experience (cont.)**

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

JV Member's Name: *[insert full name]*

Similar Contract No: <i>[insert number]</i> of <i>[insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with criterion 4.2 of Section III - Initial Selection Criteria	
1. Amount	<div></div> <i>[insert amount in local currency, exchange rate, JOD in letters and numbers]</i>
2. Physical size	<div></div> <i>[Insert physical size of contract]</i>
3. Compliance with key minimum requirements	<div></div> <i>[Describe how the contract meets the key minimum requirements listed in Table 1, criterion 4.2]</i>
4. Other Characteristics	<div></div> <i>[Insert other characteristics, as described in Section VII, Scope of Employer's Requirements]</i>

**Form CMC:
Contract Management Capability**

[The Applicant shall demonstrate Contract Management Capabilities in accordance with Table 2]

- 1) Description of project management system/s and how they will be applied (including status of accreditation with recognized international standards applicable to the industry)^(*)
- 2) Understanding of Employer's Requirements^(*) (approach to the contract, preliminary timeline, risk identification), and
- 3) Use of value Engineering, innovation and continuous improvement^(*).

(*): The total number of pages submitted should not exceed five (5) pages.

Form CER:
Quality Management / Environmental, Social, Health and Safety (ESHS)
Certification

Applicant's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
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Certification Quality / Environmental / Health and Safety

DESCRIPTION	INFORMATIONS
Identification of the certificate:	_____ <i>[Insert full name of the certificate]</i>
Date of Issue:	_____ <i>[Insert day, month, year]</i>
Areas covered by the certificate	_____ _____ <i>[Insert activities and locations]</i>
Expiry Date:	_____ <i>[Insert day, month, year]</i>
Issuer's Name:	_____ <i>[Insert full name]</i>
Address:	_____ _____ _____ <i>[Insert street / number / town or city / country]</i>
Telephone/Fax numbers:	_____ _____ <i>[Insert phone/fax numbers, including country and city area codes]</i>
Email:	_____ <i>[Insert email address, if available]</i>
Compliance with international standards:	The certificate is: ISO 9001 <input type="checkbox"/> Yes / <input type="checkbox"/> No ISO 14001 <input type="checkbox"/> Yes / <input type="checkbox"/> No ISO 45001 or OHSAS 18001 <input type="checkbox"/> Yes / <input type="checkbox"/> No
If no, proof of conformity with ISO standards by the Applicant:	The applicant shall provide a conformity assessment of its certificate by an internationally recognized Accredited Certification Body.

The Applicant shall fill this Form for each Certification required under criterion 5.1 of Section III - Initial Selection Criteria

Form EXP–ESHS: Environmental, Social, Health and Safety (ESHS) Experience

Applicant's Name: *[insert full name]*Date: *[insert day, month, year]*JV Member's Name: *[insert full name]*IPC No. and title: IPC 25/2025, Package 2: Forcemain and Pumping
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Similar Contract No. <i>[insert specific number]</i> of <i>[total number of contracts]</i> required	Information		
Contract Identification:	<i>[Insert contract name and number, if applicable]</i>		
Short Project Description (main scope and key values of project):	<i>[Insert short project description]</i>		
Award Date:	<i>[Insert day, month, year]</i>		
Completion Date:	<i>[Insert day, month, year]</i>		
Role in contract: <i>[Check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor
Total Contract Amount:	<i>[Insert total contract amount in local currency]</i>	<i>[Insert total contract amount in JOD equivalent]</i>	
If party in a JV or Subcontractor, specify participation of Total Contract Amount	<i>[Insert a percentage amount]</i> %	<i>[Insert total contract amount in local currency]</i>	<i>[Insert total contract amount in JOD equivalent]</i>
Employer's 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 area codes]</i>		

Similar Contract No. <i>[insert specific number]</i> of <i>[total number of contracts]</i> required	Information
Email:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <i>[Insert email address, if available]</i>
Description of the ESHS challenges and measures implemented under the contract: a) ESHS Challenge b) ESHS Risk Assessment Level c) ESHS implemented measures (as per criterion 5.3 of Section III - Initial Selection Criteria) d) ESHS Knowhow Transfer or ESHS Local Staff Capacity Building (as per criterion 5.4, if any, of Section III - Initial Selection Criteria)	<div style="margin-top: 10px;"><i>[Insert description]</i></div> <div style="margin-top: 10px;"><i>[Insert classification of risk assessment as per development bank classification if applicable]</i></div> <div style="margin-top: 10px;"><i>[Provide a document supporting the implementation of ESHS measures, acceptable to the Employer¹]</i></div> <div style="margin-top: 10px;"> <i>[Provide evidence of successful²:</i> <div style="margin-left: 20px;">– ESHS knowhow transfer to local partners or subcontractors; or</div> <div style="margin-left: 20px;">– ESHS capacity building to local staff under the contract.]</div> </div>

¹ For example ESHS activity reports, ESHS final reports, ESHS inspection reports, supervision Engineer's reports, etc. Only documents evidencing implementation of ESHS measures shall be accepted.

² For example ESHS activity reports presenting training activities, training materials with attendance sheets, etc. Only documents evidencing ESHS knowhow transfer or ESHS local staff capacity building shall be accepted.

Section V – Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes.
2. A Person¹ may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors², employees or agents (be it declared or not):
 - 2.1 Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
 - 2.2 Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution³ having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
 - a) Prohibited Practices⁴, or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
 - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
 - c) Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;
 - 2.3 Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it.;
 - 2.4 Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.⁵ In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;

¹ Means any natural or legal person, as well as any association or group of several such persons

² Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

³ Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings.

⁴ As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

⁵ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development.

- 2.5 Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
 - 2.6 Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. In addition, a Person may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:
- 3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;
 - 3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
 - 3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.
1. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (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 their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI – AFD Policy - Prohibited Practices – environmental and social responsibility

1. **Prohibited Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, referring to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”¹ available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”².

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person³ or any of its subcontractors, Directors⁴, employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, including the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD’s Investigations Function, either:

- By e-mail, to the address investigationsGroupeAFD@tutanota.com, or
- By sending a letter to AFD’s Compliance Department, 5 rue Roland Barthes, 75012 Paris.

2. **Environmental, Social, Health and Safety (ESHS) Responsibility, and Security**

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

- a) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- b) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- c) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the

¹ For more information, this Policy is available on the following link : <https://www.afd.fr/en/combating-corruption>

² For more information, the Procurement Guidelines are available on the following link : <https://www.afd.fr/en/bid-invitations-and-procurement>

³ Means any natural or legal person, as well as any association or group of several such persons.

⁴ Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

- d) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- e) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

PART 2 – Employer's Requirements

Section VII – Scope of Employer's Requirements

1. Description of the Works

1.1 Overall Project

The overall works consist of the following:

The Contract comprises the detailed design and construction of the Regional Reuse System WWTP South Amman – WWTP Madaba – Kafrein Dam – Jordan Valley, comprising:

- Effluent pump stations of 62,000 m³/day and 16,000 m³/day at South Amman WWTP and Madaba WWTP, respectively;
- DN500 coated carbon steel forcemain, with cathodic protection (L = 6,881 m) from the pump station at Madaba WWTP to the junction point mixing with South Amman;
- DN800 coated carbon steel forcemain, with cathodic protection (L = 9,084 m) from the pump station at South Amman WWTP to the junction point with the forcemain coming from Madaba WWTP; and
- DN900 coated carbon steel forcemain, with cathodic protection (L = 34,228 m) from the junction point to the Kafrein Wadi Outfall.

The pipelines required to transfer the effluent from the Madaba and South Amman WWTPs will function in the first part as pressurised pumping force mains to a high point and then as gravity pressurised force mains from the high point to the wadi discharge and via the wadi (open flow) to the Kafrein Dam.

The overall system will supply treated effluent that is compliant with Jordanian Standard JS 893/2021, specifically Class A.

The works will be implemented through two contracts:

- Package 1: Forcemain and Pumping Station South Amman to Madaba WWTP, which will be funded by KfW; and
- Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafrein, funded by AfD.

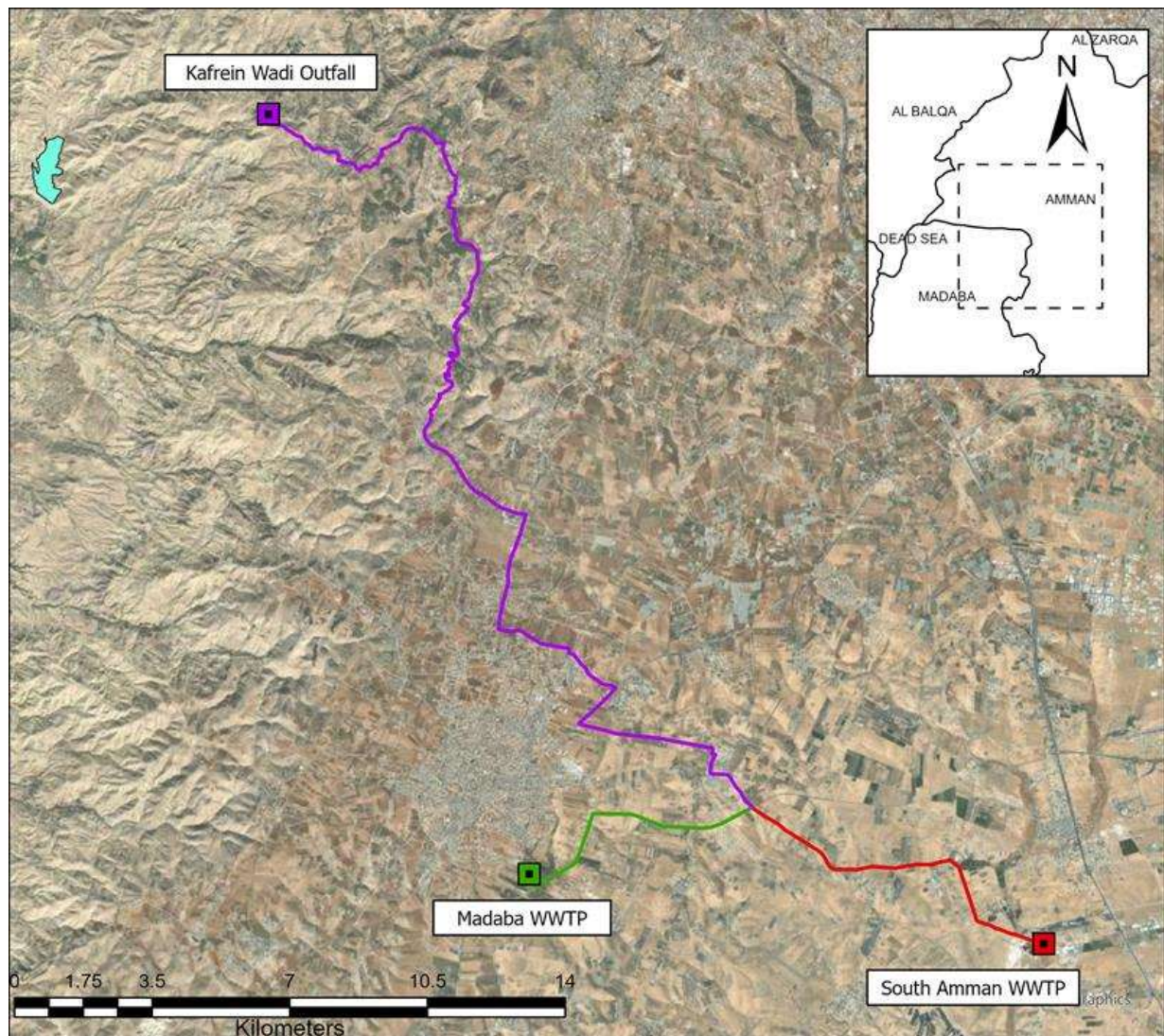
The extent of the works in Package 1 is shown in “red” in the following figure while the extent of the works in Package 2 is shown in both “purple” and “green” in this figure.

Note that for either contract proceed both will need to be implemented.

1.2 Contract Package 2

The Contract comprises the detailed design and construction of the effluent system from Madaba WWTP, as Package 2: Forcemain and Pumping Station Madaba WWTP to Wadi Kafrein with:

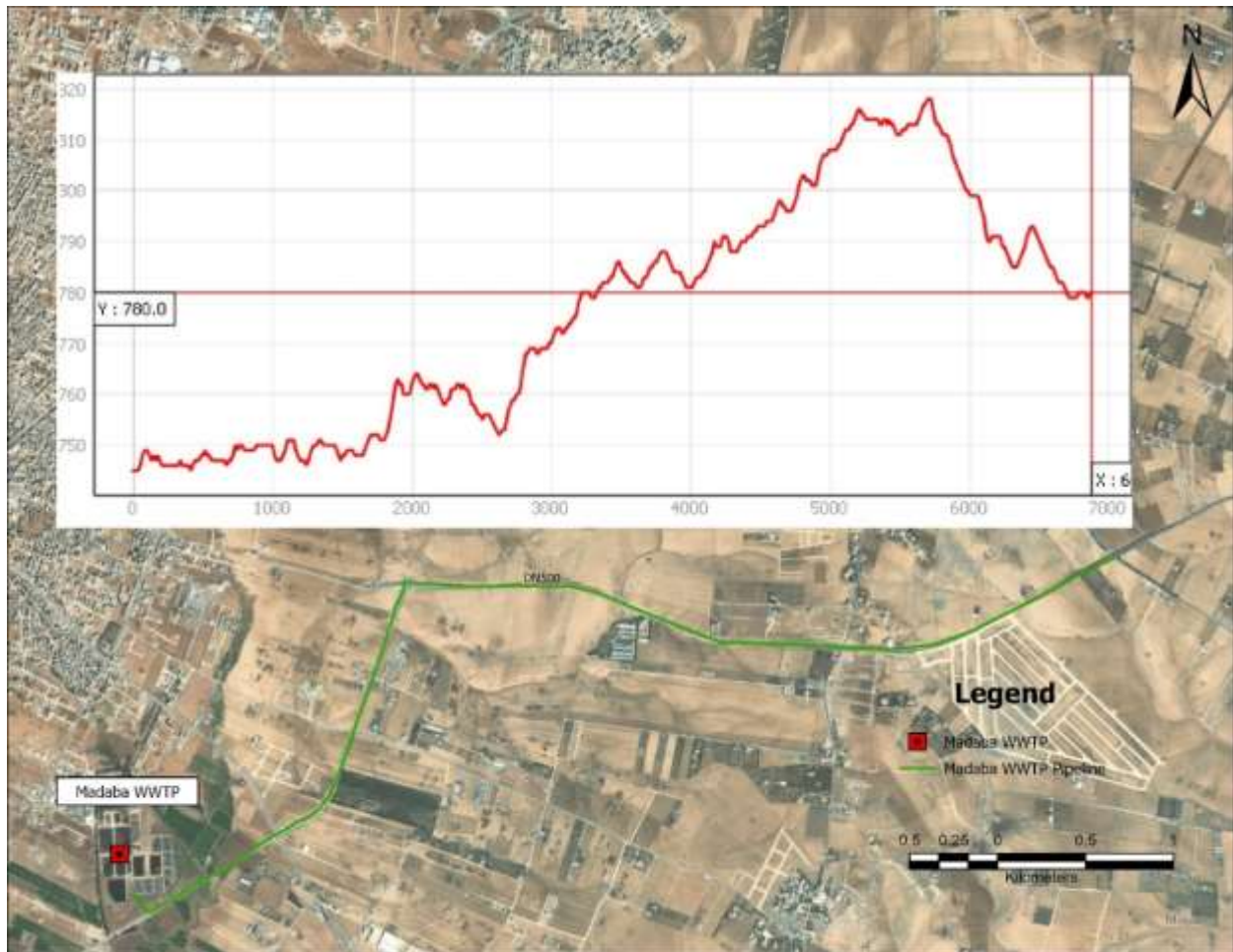
- Effluent pump station of 16,000 m³/day at Madaba WWTP;
- DN500 carbon steel forcemain (L = 6,881 m) from the pump station at Madaba WWTP to the junction point mixing with South Amman; and
- DN900 carbon steel forcemain (L = 24,228 m – subject to adjustment) from the junction point to Wadi Kafrein.



1. Pipeline Route – Package 2

The DN500 forcemain from Madaba WWTP follows a 7 km alignment to the northeast, with an initial rise from ~745 m to a maximum elevation of ~810 m at approximately chainage 5,000 m, followed by a decline to ~780 m at the outlet. The total elevation gain along this profile is approximately 65 m.

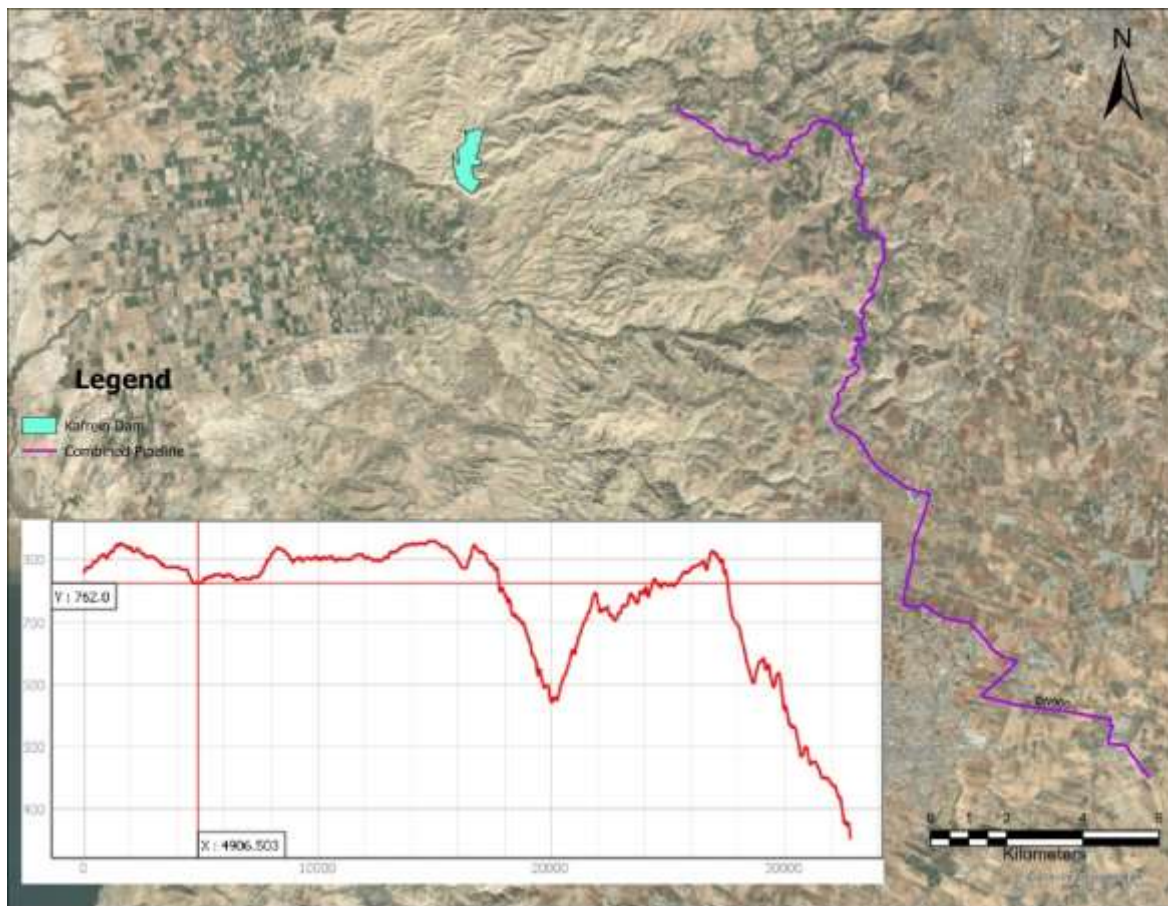
The pipeline alignment and profile from Madaba WWTP to Junction Point is shown in the following figure:



Pipeline alignment and profile from Madaba WWTP to Junction Point

The DN900 pipeline continues from the junction point of the Madaba and South Amman forcemains toward Kafrein Wadi, spanning ~35 km in length. The route traverses mountainous terrain with a series of elevation changes. The profile shows a climb from ~710 m to over 820 m, then a steep descent to ~490 m at the outfall point. This alignment requires careful pressure management due to significant elevation fluctuations.

The pipeline alignment and profile from Junction Point to Kafrein Wadi Outfall is shown in the following figure:



Pipeline alignment and profile from Junction Point to Kafrein Wadi Outfall

3. Form of Contract – Package 2

The form of Contract is the FIDIC Yellow Book i.e. General Conditions of Contract for Plant and Design Build 1st edition, 1999. The template for the tender documents is the KfW SBDs for Procurement of Plant Design, Supply and Installation, for use in two stage international competitive bidding procedures with qualification for plant design, supply and installation contracts.

Note that the Contractor will design the pumping station and will price a Schedule of Prices, whereas for the pipelines a design is available and the Contractor will price a Bill of Quantities.

The Water Authority of Jordan (WAJ) is the Project Executing Agency (PEA) and shall be responsible for the execution of the programme. Within WAJ, the existing Project Management Directorate (PMD) shall be in charge for the implementation of the programme, they shall be the Employer under the Contract.

In its commitment letter No. BOT/24/542 (dated 23rd May 2024), addressed to the Jordan Valley Authority (JVA), the Water Authority of Jordan (WAJ) confirmed its obligation to ensure a continuous supply of treated effluent from the South Amman and Madaba WWTPs to the Kafrein Dam. This commitment includes maintaining a minimum daily flow of 20,000 m³, conditional that the volume of treated effluent from the South Amman WWTP exceeds 55,000 m³/day.

4. Construction Period – Package 2

The construction duration will be 24 months and the DNP will be 12 months.

Alternative time schedules are not permitted.

5. Site and Other Data

The proposed regional reuse system is located across two governorates in central Jordan, Amman and Madaba, with downstream associated infrastructure reaching into the Balqa Governorate. It is designed to convey treated effluent from two wastewater treatment facilities: the South Amman Wastewater Treatment Plant (WWTP), located southeast of Amman, and the Madaba WWTP, situated northeast of Madaba City. The system aims to transfer reclaimed water from these urban areas to the agricultural zones of the Southern Jordan Valley.

Treated effluent from both WWTPs is transported via separate conveyance pipelines that merge at a designated junction point (intersecting Zeid Ben Harethah St.), running along interchange highways (finally reaching Dead Sea Rd. 40) before discharging into an outfall along the Kafrein Wadi (which stretches from a point in the uplands near Naour, westward across varying terrain into the lower elevations of the Jordan Valley Rift). This wadi channel enables the effluent to flow downstream under gravity towards the Kafrein Dam.

5. Environmental and Social Management plan (ESMP)

All relevant Jordanian environmental laws and regulations as well as the KfW Sustainability Guidelines (2023) will apply to this Project. Where discrepancies occur between KfW requirements and Jordanian environmental requirements, the more stringent requirements will apply.

The Project entails certain risks during the Construction and Operation phases. These risks include general occupational health and safety risks as well as specific environmental and social risks for each component of the Project.

The general risks foreseen are summarized below:

- Occupational Health and Safety: risks that arise from excavation, installation of pipelines and backfilling e.g. trench collapse. Risks that arise from the construction of pumping stations including mechanical and electrical accessories, e.g. Electrocution, slips, trips, and falls. Risks in general from manual handling, working in confined spaces, working under hot conditions.
- Wastewater, solid waste and hazardous generated from the Project throughout the period of the works, and increased traffic on the road network and associated risks to community members' health and safety.
- Hydrology and Hydrogeology: flooding risk when working close to wadis; soil and groundwater contamination due to oil spill.
- Air Quality and Noise: general risks to air quality and noise summarized as increased level of dust; temporary hearing damage from exposure to noise; and possible noise emissions to the environment; and
- Biodiversity: risks to wadis and other natural features involving disturbance of wildlife, risk of encroachment on wadis.

The Consultant will prepare an Environmental and Social Management Plan (ESMP) following the KfW Guidelines for inclusion in the Tender Documents. This ESMP will include the identified mitigation measures for each environmental and social receptor to minimize, reduce or prevent any significant negative impact as well as recommendations to enhance the positive impacts.