

The Hashemite Kingdom of Jordan



Ministry of Water and Irrigation

Call for Submission of Prequalification Documents

**Prequalification of companies and consortia of investors and developers
For the development of
The Aqaba-Amman Water Desalination &
Conveyance Project (AAWDCP)
On a Build, Operate and Transfer (BOT) basis**

CONFIDENTIAL

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DISCLAIMER

The information contained in this Call for Prequalification or otherwise provided by the Ministry of Water and Irrigation on behalf of the Government of Jordan (GoJ) in connection with the prequalification process (the “Prequalification Information”) has been compiled for the purpose of providing information to interested parties during the prequalification process. While the Ministry of Water and Irrigation has used reasonable efforts to ensure that the Prequalification Information is accurate and complete at the time it is provided to interested parties, it expressly disclaims any and all liability for information contained in, and for omissions from, the Prequalification Information.

The Ministry of Water and Irrigation reserves the right to make any modifications of and / or amendments to the Call for Prequalification at any time and reserves the right to disqualify or reject any or all applications for prequalification and to suspend or terminate at any time the prequalification process without incurring any liability to the recipients of the Prequalification Information.

ACRONYMS and ABBREVIATIONS

AAWDCP	Aqaba-Amman Water Desalination and Conveyance Project
AFD	Agence Francaise de Developpement
AW	Aqaba Water Company
BOT	Build Operate Transfer
CAPEX	Capital Expenditure
CD	Compact Disc
DESAL	Desalination
EA	Environmental Assessment
EIB	European Investment Bank
EMMP	Environmental Monitoring and Mitigation Plan
EPC	Engineering, Procurement and Construction
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
FAS	Financial Accounting Standards
FIDIC	International Federation of Consulting Engineers
GOE	Government-Owned Enterprise
GOJ	Government of Jordan
IAS	International Accounting Standards
IFI	International Financial Institutions
IFRS	International Financial Reporting Standards
km	Kilometers
m ³ /hr	Cubic meter per hour
mcm or MCM	Million Cubic Meters
mm	Millimeters
MW	Mega-watt
MWI	Ministry of Water and Irrigation
OECD	Organization for Economic Co-operation and Development
O&M	Operation & Maintenance
OPEX	Operational Expenditure
RFP	Request for Proposal
RO	Reverse Osmosis
SCADA	Supervisory Control and Data Acquisition
STC	Special Tender Committee
USAID	United States Agency for International Development
US\$	United States Dollar
US GAAP	United States General Accepted Accounting Principles
WAJ	Water Authority of Jordan

1. **INTRODUCTION**

1.1. **Intention to Prequalify**

The Government of the Hashemite Kingdom of Jordan ("GOJ"), represented by the Ministry of Water and Irrigation ("MWI"), intends to perform a critical Build, Operate and Transfer (BOT) project in the water sector. Therefore, MWI intends to prequalify companies and consortia for the development and execution of the Aqaba-Amman Water Desalination & Conveyance Project (AAWDCP) in the Hashemite Kingdom of Jordan on a BOT basis (the "**Project**").

The Project is of high priority and has the full attention and support of GOJ.

1.2. **Companies and Consortia to be Prequalified**

The purpose of the prequalification process is to prequalify companies and consortia with proven records of expertise required for developing and executing the Project and, consequently, the criteria for the prequalification, as set forth in Section 3, relates mainly to such companies' and consortia's capabilities and experience.

Each of the Candidates is required to introduce and pre-qualify the contractor or contractors (as the case may be) to be engaged for the engineering, procurement and construction (EPC) of the seawater desalination plant (including seawater intake, pump station, pipelines and brine line), water conveyance system (including pump stations, pipelines and regulating tanks), wellfield collector pipelines, SCADA systems, and (if applicable) hydroelectric power generation facilities and the contractor or contractors (as the case may be) to be appointed for the provision of the operation and maintenance (O&M) services in relation to such facilities (the "**EPC Contractor(s)**" and the "**O&M Contractor(s)**"). Even though the EPC Contractor(s) and the O&M Contractor(s) will be prequalified pursuant to this Call for Prequalification, each Eligible Bidder may finalize the engagement of their services for the Project only at the Definitive Proposal Phase that will follow the issuing by MWI of the Request for Proposal (the "**RFP**"). Additional details with respect to the anticipated engagement of the EPC Contractor(s) and the O&M Contractor(s) for the hydroelectric power station on the downstream end of the brine line will be included in the RFP.

1.3. **Project Overview**

1.3.1. **General**

AAWDCP is conceived to address domestic water shortage in Amman and its environs and could also supply Aqaba and other major cities along the conveyor corridor as well.

The project vision has been developed with the following objectives:

- Deliver at the initial phase 130 mcm per year to Amman. This will be provided from a combination of desalinated water (100 mcm) and ground water utilization (30 mcm).
 1. Design a seawater desalination plant for 100 mcm/year capacity with provision for expansion.
 2. Design a seawater intake and outfall pipeline system as well as a conveyance pipeline and reservoir system for a 220 mcm/year capacity during the first phase.
 3. Design the conveyance system pumping stations for 220 mcm/year for the civil works and 100 mcm/year for the mechanical and electrical system (for the conveyance system pumping stations from the desalination plant to wellfield) and 130 mcm/year for the mechanical and electrical system (for the conveyance system pumping stations located downstream from the wellfield).
- Provide domestic water to Aqaba and other governorates along the pipeline route. The Project Company must under Phase I deliver 130 mcm/year within Jordan but also has the option of selling desalinated water to bordering countries by expanding the AAWDCP proposed facilities.
- Provide additional water for irrigation use from the treated sewage effluent emanating from the additional domestic water source.
- Assist to enhance and stimulate economic development in Aqaba and Amman as well as along the conveyor corridor.

1.3.2. Description of the Project

The AAWDCP project will be implemented in two phases. The BOT contractor will be required to provide the GOJ with 130 mcm/year of domestic water in Phase I to meet its future needs for year 2025. The Phase I water source will be 100 mcm/year from desalinated water and 30 mcm/year from ground water.

Phase II of the project will be implemented in incremental increases to the system capacity up to 220 mcm/year. The schedule for the increment increases in the system capacity will be provided by the MWI during the Definitive Proposal Phase. Accordingly Phase II will be implemented in stages that commensurate with the MWI provided schedule for the increment increases.

The sources of electric power supply to each project component will be identified in the RFP. The details of the system components to be developed in Phase I and Phase II are shown in the following Table:

ITEM	DESCRIPTION OF FACILITIES	PHASE I	PHASE II
1	Seawater Intake System and Conveyance Pipeline to the Intake Pump Station	Sized to provide enough seawater for 220 mcm/year of fresh water	No Action
2	Seawater Intake Pump Station	220 mcm/year (freshwater) for the	Upgrade the mechanical and electrical

ITEM	DESCRIPTION OF FACILITIES	PHASE I	PHASE II
		civil works but 100 mcm/year (freshwater) the mechanical and electrical installations	installations by increments as per MWI provided Schedule, total of the increment increase in capacity will be 120 mcm/year (freshwater)
3	Seawater Pipeline from IPS to Desal Plant	Sized to convey seawater flow to produce 220 mcm/year of desalinated water	No Action
4	Desalination Plant	100 mcm/year with provision for Phase II expansion	Incremental increase to the desalination plant capacity per MWI schedule of 120 mcm/year (freshwater) for a total of 220 mcm/year
5	Brine Line	Sized to discharge brine from the production of 220 mcm/year of fresh water. Could include hydropower generating	No Action
6	Conveyance Pipeline from Desal Plant to Wellfield (Aqaba - Rum)	220 mcm/year	No Action
7	Pump Stations along Conveyance Pipeline from Desal Plant to Wellfield	220 mcm/year for the civil works but 100 mcm/year for the mechanical and electrical installations	Upgrade the mechanical and electrical installations by increments as per MWI provided Schedule, total of the increment increase in capacity will be 120 mcm/year
8	Wellfield Collector Pipelines	Additional wells identified will be provided at the Definitive Proposal Phase	No Action
9	Regulating Tanks	220 mcm/year for the tanks that are a part of the conveyance system	No Action
10	Pump Station in Mudawarra PS	220 mcm/year for the civil works but 130 mcm/year for the mechanical and electrical installations	Upgrade the mechanical and electrical installations by increments as per MWI provided Schedule, total of the increment increase in capacity will be 90 mcm/year
11	Conveyance Pipeline Mudawarra to Abu Alanda PS	220 mcm/year	No Action
12	Abu Alanda Pump Station	220 mcm/year for the civil works but 130	Upgrade the mechanical and electrical

ITEM	DESCRIPTION OF FACILITIES	PHASE I	PHASE II
		mcm/year for the mechanical and electrical installations	installations by increments as per MWI provided Schedule, total of the increment increase in capacity will be 90 mcm/year
13	Conveyance Pipeline to Abu Alanda Reservoir	220 mcm/year	No Action

Seawater Conveyance System

- The sea water intake system and intake structure facilities will be at the Gulf of Aqaba east coast within the Aqaba industrial zone. A plot of land at the beach front has already been dedicated by Aqaba Special Economic Zone Authority (ASEZA).
- Sea water intake pipes. The Definitive Proposal Phase will include depth of the intake pipes and length of the pipes through a sea water modelling study will be undertaken by the client with enough details to be approved by international financial institutions (IFI) from which the GOJ may seek financing for the project construction. The modelling will be provided 4 months in advance of the submittal of technical/financial proposals.
- Brine discharge pipes from the Desalination Plant to the Gulf of Aqaba, and a brine outfall properly engineered. The brine outfall will be based on the outcome of the modeling study to demonstrate compliance with the local environmental requirements and international guidelines that could be required by IFI from which the GOJ may seek financing for the project construction.

Desalination Facility

The desalination facility shall be capable to produce 100 mcm/year in Phase I and be expanded in increment increases (stages) to its capacity by 120 mcm/year which will bring the total capacity to 220 mcm/year of desalinated water through a reverse osmosis desalination process with a minimum of 40-50% freshwater recovery efficiency. The resulting brine flow of approximately 305 mcm/year (in Phase II) to be conveyed to the Gulf of Aqaba by a brine discharge pipe and discharged into the Red Sea through an engineered sea outfall. The desalination facility shall include pretreatment, RO system, post treatment and storage, electrical and instrumentation system as well as the ancillary facilities to produce water that will comply with the latest edition of the Jordanian Drinking Water Standards. This design should be suitable for presentation and acceptance of concerned IFI from which the GOJ may seek financing for the project construction. The RFP will allow for alternatives to brine discharge or brine utilization.

Freshwater Conveyance System

The AAWDCP Freshwater Conveyance System includes pipelines, booster pumping stations and intermediate regulation reservoirs. The envisaged infrastructure components for this system include:

- Aqaba–Rum domestic water conveyance pipeline and regulating tanks system from the desalination plant to the well field at Wadi Rum. The capacity of this system is 220 mcm per year. The expected length of this pipe will be about 85 km depending on the location of the wells to be used for the water supply provision. The pump stations civil works shall be designed for 220 mcm/year and the pump stations mechanical and electrical works for 100 mcm/year.
- Well collection system at Wadi Rum and the groundwater conveyance pipes and discharge facilities into any suitably located intermediate reservoirs at the Aqaba - Rum conveyance system. Any additional wells identified in ongoing studies will also be provided at the Definitive Proposal Phase. The lengths of this system including the main conveyance piping from Aqaba –Rum section thru wadi Rum and up to Mudawwara will be about 90 km including the well collector pipelines.
- Based on the outcome of ongoing study, the well collection system at Disi and the groundwater conveyance pipes and discharge facilities into any suitably located intermediate reservoirs at the Aqaba -Rum conveyance system will be provided at the Definitive Proposal Phase. The capacity of the conveyance system from Disi wells to Aqaba – Rum Conveyance system will depend on the abstraction from Disi wells. The length of this system will be about 30 km.
- Domestic water conveyance pipeline and regulating tanks system from the Wadi Rum/Disi collection reservoirs to Amman shall be able to convey 220 mcm/year. This conveyance system could run along the existing Disi pipeline route. Other suitable alternative routes may also be investigated. If the Disi route is selected the total pipe length will be about 290 km. The pump stations civil works shall be designed for 220 mcm/year and the pump stations mechanical and electrical works for 130 mcm/year.
- MWI shall agree on the wells to be removed for the present agricultural usage to allow for capturing 30 mcm annually from the ground water in Phase I.

1.3.3. Private Participation

The Project is to be undertaken by a private sector company or consortium which will be granted necessary rights in relation to the Project.

Government-Owned Enterprises are not eligible to be pre-qualified for this project.

“Government-Owned Enterprise” or “GOE” is any enterprise established for a commercial or business purpose that is owned and/or controlled by a Government (whether directly or indirectly).

“Owned” means a majority or controlling interest (whether by value or voting interest) of the shares or other ownership interest of the entity is owned (whether directly or indirectly and whether through fiduciaries, agents, or other means).

“Controlled by” necessarily is determined on a case-by-case basis, but means material support for or the power by any means to control an enterprise (regardless of (i) the level of ownership, or (ii) whether the power is exercised). Indicative criteria relevant to determining whether an enterprise is controlled by a Government include, but are not limited to, the following:

(a) Whether a Government holds a direct or indirect controlling interest in the enterprise’s capital or voting rights

(b) The extent to which the enterprise receives subsidies and other support from a Government

(c) Whether a Government has granted to the enterprise any special or exclusive legal or economic rights or benefits that may alter the competitiveness of the enterprise’s goods, works, or services in a commercial market or otherwise influence the enterprise’s business decisions

(d) The extent to which a Government has the power to direct or decide significant matters affecting the enterprise including, but not limited to, the following matters:

- The reorganization, merger, or dissolution of the enterprise or the formation or acquisition of a subsidiary or other affiliate of the enterprise
- Any sale, lease, mortgage, pledge, or other transfer of any of the principal assets of the enterprise, whether tangible or intangible, and whether or not in the ordinary course of business
- The closing, relocation, or substantial alteration of the production, operational, or other material activities of the enterprise
- The execution, termination, or non-fulfillment by the enterprise of material contracts

The appointment or dismissal of managers, directors, officers, or senior personnel, or other participation in the management or control of the enterprise.

1.3.4. Project Company

It is anticipated that the Preferred Bidder that will be selected during the Definitive Proposal Phase will be required to establish a special purpose company under Jordanian law for the implementation of the Project (the “**Project Company**”).

1.3.5. Financing of the Project

The Project Company will be responsible for arranging and securing all finance required for the Project without any recourse to MWI.

Any grant, subsidy, concessional loan, concessional guarantee, or other form of public financing is not allowed in the financing scheme of a bid, unless it is fully aligned with IFC performance standards and meets one of the following two criteria:

- I. It is fully and freely available, on a non-discriminating basis, to finance procurement from any country^[1]; or
- II. It is provided on financing terms no more favorable than those permitted under the OECD Arrangement on Export Credits.

^[1] Other than a country that is subject to any sanction, embargo, or debarment established by the nation under whose laws the entity that would provide such public financing is created and/or governed or, in the case of a multilateral institution, established by such multilateral institution or its parent entity.

MWI will, however, solicit International Financial Institutions (IFIs) to provide grant and concessionary financing to the Project Company for the design, construction and operation of the Project (the “**MWI Contribution**”). Details will be provided at the Definitive Proposal Phase.

1.3.6. Further Details

An overview of the Project is included in part I of Schedule "C".

An overview of the commercial aspects of the Project are included in part II of Schedule "C".

1.4. **The Process to Date**

By a request from MWI to USAID on May 7, 2019, the process commenced between MWI/WAJ, USAID and the selected consultant to define the AAWDCP scope of work. The selected consultant is providing consulting services for technical, legal, financial and transactional services with respect to the Project.

In addition, MWI is in the process of coordination with a donor agency, EIB, for funding the preparation the Environmental and Social Impact Assessment.

1.5. **Procurement of the Project**

The applicable laws and regulations of Jordan and recognized international procurement principles will be applied in relation to MWI's procurement of the Project. Details will be provided at the Definitive Proposal Phase.

1.6. **Call for Submission of Prequalification Documents**

The purpose of this Call for Prequalification is:

- 1.6.1. To provide companies and consortia interested in the Project with preliminary information on its technical, financial, legal and commercial dimensions and requirements; and
- 1.6.2. to provide those companies and consortia who, after analyzing this information, decide to participate in the prequalification process (the

“**Candidates**”) with detailed information with respect to this prequalification process and its requirements.

A limited list of Candidates prequalified pursuant to this Call for Prequalification (the “**Eligible Bidders**”) will be invited to participate in the final phase of the selection process and submit a proposal conforming to the terms and requirements of the RFP (the “**Definitive Proposal Phase**”).

1.7. **Cost of Participation**

The Candidates shall bear all their costs and losses associated with the preparation and submission of the Prequalification Documents pursuant to this Call for Prequalification and other activities in relation to the selection process, and MWI will in no case be responsible or liable for such costs or losses, regardless of the conduct or outcome of the prequalification process.

1.8. **Indicative Time Schedule**

The latest date for submission requests of clarification from MWI by Candidates is on May 31, 2020.

June 29, 2020 is the latest date for submission of Prequalification Documents (“**Final Submission Date**”).

The indicative time schedule for the process following the Final Submission Date is as follows:

- 1.8.1. In October, 2020, MWI will announce the selection of Eligible Bidders. The RFP (“**Definitive Proposals**”) will be distributed on October 2020.
- 1.8.2. The latest date for submission requests in response to the RFP of clarification by Candidates is on March 22, 2021.
- 1.8.3. The latest date for the submission of proposals in response to the RFP (“**Definitive Proposals**”) will be April 22, 2021.
- 1.8.4. MWI’s evaluation of the Definitive Proposals will take place in the period from April 22 to July 1, 2021.
- 1.8.5. MWI will announce its selection of a Preferred Bidder on July 2, 2021.
- 1.8.6. Initial signature of the Aqaba – Amman Water Desalination & Conveyance Project Agreements will take place in October 28, 2021.
- 1.8.7. Financial close is expected to take place by the end of December 2021.
- 1.8.8. Start of construction should take place in June 2022. The design and construction period is not to exceed 48 months.
- 1.8.9. In addition, MWI will be conducting a donor pledging conference for International Financial Institutions (IFIs) for the provision of grant and concessionary financing for the construction and completion of the

Project. The ESIA will be provided in advance of the submittal of technical/financial proposals.

1.9. Address for Required Communications

- 1.9.1. Candidates are responsible for examining, with appropriate care, this Call for Prequalification, and for informing themselves with respect to any and all conditions which may in any way affect their participation and prequalification pursuant to this Call for Prequalification.
- 1.9.2. Candidates may raise questions and request clarifications or interpretations to this Call for Prequalification, in writing. Such requests shall be addressed to the appointed representative of MWI as specified in Schedule A.
- 1.9.3. The MWI may request Candidates to provide a clarification of any part of its submissions or request for clarifications or interpretations, including by way of meeting with the Candidates or any of them.
- 1.9.4. Although the Special Tender Committee (STC) has no obligation to clarify or interpret this Call for Prequalification, the MWI may issue an Addenda for the purposes of clarification or interpretation in response to such questions or requests, in accordance with the provisions of Section 1.10 (Addenda). Candidates shall acknowledge receipt of any Addendum in the manner set forth in Section 1.10 (Addenda).
- 1.9.5. The MWI shall not be bound by, and Candidates shall not rely on, any oral interpretation or clarification to this Call for Prequalification.
- 1.9.6. It is hereby clarified, that when replying to a question or clarification, the identity of that Candidate raising the question or requesting the clarification shall not be disclosed.
- 1.9.7. Any response or non-response by the MWI to any submitted request for clarification shall not be construed as approval or agreement unless explicitly stated so by the MWI. Should the MWI not respond to a certain request for clarification, it shall be deemed to have responded negatively to such request.

1.10. Addenda

- 1.10.1. Notwithstanding any of the provisions of this Call for Prequalification and without derogating from the discretion of the MWI under the provisions of Section 4.8 (Reservation of Rights) the MWI reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change the provisions of this Call for Prequalification or any part thereof, including but not limited to any instruction, requirement, specification, prequalification requirement(s) or date contained therein. Such revisions, if any, shall be announced by written Addenda ("**Addendum**" or "**Addenda**").

- 1.10.2. Should any Addendum result from any request for clarification or interpretation submitted by a Candidate, the identity of that Candidate shall not be disclosed.
- 1.10.3. Copies of Addenda shall be furnished to the authorized representative of all Candidates who have previously registered with the MWI.
- 1.10.4. Without derogating from the generality of the provisions of Section 1.10.1, the Final Submission Date may be postponed by such number of days as shall be necessary, in the opinion of the MWI, to enable the Candidates to revise their Prequalification Documents as a result of any Addendum issued. The announcement of such new date, if any, will be included in the Addendum.
- 1.10.5. Candidates are required to acknowledge receipt of any Addendum in writing no later than two (2) days following receipt thereof by a written notice to the MWI. E-mail or a signed letter by the designated representative will be an acceptable form of acknowledgement. In addition, Candidates shall acknowledge receipt of all Addenda to this Call for Prequalification in their Prequalification Submission letters, specifically detailing each Addendum number and the date of receipt thereof.

1.11. Confidentiality

All information of a confidential nature received by MWI from a Candidate in connection with the selection of Eligible Bidders, and marked as confidential by the Candidate, shall be kept secret by MWI. This restriction shall, however, not apply with respect to any information which MWI can demonstrate (a) corresponds in substance to information in possession of MWI prior to the receipt of the same from the Candidate; or (b) at the time of disclosure was, or thereafter becomes, through no act or failure to act of MWI, part of the public domain; or (c) corresponds in substance to information furnished to MWI by others as a matter of right without restriction on disclosure.

MWI shall be entitled to disclose the abovementioned information to its external advisors in relation to the prequalification process. MWI shall then ensure that the advisors adhere to the confidentiality undertaking set forth above.

1.12. Availability of Information - Data Room

MWI is committed to providing each Eligible Bidder with equal access to information and uniform data regarding the Project. For this purpose, a data room will be opened at the beginning of the Definitive Proposal Phase and made available to all Eligible Bidders. A detailed list of the information contained in such data room will be supplied with the RFP.

1.13. Defined Terms

Certain defined terms for the purposes of this Call for Prequalification are set out in Schedule B.

(Section 2 follows)

2. **SELECTION OF ELIGIBLE BIDDERS**

2.1. **Prequalification Process**

2.1.1. Candidates, Members and Experience Providers

In respect of the prequalification, the following shall apply:

- (a) Each Candidate may submit only one Prequalification Submission;
- (b) A Candidate shall be either a single company or number of companies cooperating together (Consortium);
- (c) A member of a Candidate is an entity presented in the Prequalification Submission as the anticipated holder (by itself or through a subsidiary controlled by it) of any part of the share capital of the Candidate (a "**Member**"). A Member may not hold less than ten (10) per cent of the share capital of the Candidate.
- (d) A Consortium may not include more than seven (7) Members;
- (e) A Member is not permitted to participate in more than one Candidate's prequalification submission (Consortium);
- (f) An experience provider is an entity presented in the Prequalification Submission as the entity which demonstrates compliance with any of the prequalification requirements specified in Section 3.1 (*Engineering, Procurement and Construction (EPC), and Operation and Maintenance (O&M) Experience*) (an "**Experience Provider**"). For the avoidance of doubt, an Experience Provider may be a Member of the Candidate.
- (g) An Experience Provider is not permitted to participate in more than one Candidate's prequalification submission (Consortium);

For the purpose of the provisions of paragraphs (e) and (g) above, a Member and an Experience Provider includes any legal entity which exercises control over such Member or Experience Provider, or is under common control of such Member or Experience Provider, or is controlled by such Member or Experience Provider; so that (for the avoidance of doubt) only one company within a group of companies (parent and / or affiliate) may prequalify either separately as a Candidate or as a Member of a Candidate (Consortium).

Failure to comply with the above requirements may result in disqualification of the companies and Consortia.

2.1.2. Candidates which are Consortia

In the case of a Candidate being a Consortium, the following requirements shall be complied with:

- (a) The Prequalification Documents (including the submission of associated information and documentation) shall, where indicated, be completed separately by each Member;

- (b) One of the Members of the Consortium shall be nominated as being in charge ("**Leader**") and shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Members in relation to the prequalification process (this authorization shall be evidenced as set forth in Section 4.2);
- (c) All members of the Consortium shall be liable jointly and severally towards MWI for the Prequalification Documents, and a statement to this effect shall be included in the authorization mentioned under (b) above.

2.1.3. Change to Candidates Following the Prequalification Process

- (a) After the submission of Prequalification Documents and the announcement of the Eligible Bidders, the Eligible Bidders, may submit a written request to the MWI to add or withdraw Members or Experience Providers.
- (b) Under such circumstances the Eligible Bidder will be required to re-submit the applicable parts of the Prequalification Documents and to demonstrate that, had the Candidate's composition at the time of submission of the Prequalification Documents been the composition for which it now seeks approval, it would have still complied with the requirements of this Call for Prequalification.
- (c) The MWI will approve such additions or deletions only if it can satisfy itself that the new Member or Experience Provider (as the case may be) meets the prequalification criteria to substantially the same extent as the retiring Member or Experience Provider, and that the new Eligible Bidder meets the prequalification criteria to substantially the same extent as the Eligible Bidder in its previous composition.
- (d) Additions or withdrawals without approval by MWI may result in disqualification of that particular Eligible Bidder and the Members thereof.
- (e) At any time after announcement of the Eligible Bidders, MWI may elect to add one or more Candidates to the list of Eligible Bidders. Such action by MWI may occur before or during the Definitive Proposal Phase if one or more of the Eligible Bidders withdraws or is eliminated due to disqualification by MWI.

2.1.4. Basis for Selection

The Prequalification Documents (including all documents and material referenced therein), information obtained by MWI from employers or other references named by the Candidate in the Prequalification Documents, or other sources, and information obtained by MWI in the presentations referred to in Section 4.4.2, if any, will be the sole basis for selecting a limited number of Eligible Bidders which will be invited to participate in the Definitive Proposal Phase. The MWI may exercise its rights pursuant to this Call for Prequalification (and in particular the review of the Prequalification Submissions) through its advisors.

(Section 3 follows)

3. **CRITERIA FOR PREQUALIFICATION**

3.1. **Engineering, Procurement and Construction (EPC), and Operation and Maintenance (O&M) Experience**

Each Candidate should demonstrate its compliance with all of the prequalification requirements detailed in Sections 3.1.1 –3.1.5.

3.1.1. Water Conveyance System Projects EPC Experience

Each Candidate should demonstrate that an Experience Provider on its behalf has, during the twenty (20) years immediately preceding the Final Submission Date, completed, as the Main Contractor of an EPC Contract or a Design Build Contract, at least one (1) Large-scale Water Conveyance System Project with a contract value of at least three hundred million US\$ (US\$ 300,000,000), that has been successfully operating for at least two (2) years following its completion.

For the purpose of this document:

a **"Large-scale Water Conveyance System Project"** means a water conveyance project which includes long-distance (longer than 40 km) large-diameter (larger than 2.0 m diameter) pipelines, at least one large-scale (over 10,000 m³/hr) pumping station, at least one large-scale (over 50,000 m³) concrete reservoir or steel tank, and provision of electric power supply to each project component.

b **"Main Contractor"** means a contractor that was directly accountable for the execution of the applicable reference project, bearing all the risks related to the execution thereof, including its management and administration and the engagement and coordination of all subcontractors. For avoidance of doubt, if the work was undertaken by a joint venture, direct accountability means a majority control of the joint venture.

3.1.2. Reverse Osmosis Seawater Desalination Facility EPC Experience

Each Candidate should demonstrate that an Experience Provider on its behalf has, during the twenty (20) years immediately preceding the Final Submission Date, completed, as the Main Contractor of an EPC Contract or a Design Build Contract, at least one (1) Reverse Osmosis Seawater Desalination Facility with production capacity of not less than fifty (50) MCM/year of desalinated water that has been successfully operating for at least two (2) years following its completion. The Reverse Osmosis Seawater Desalination Facility shall include an associated intake seawater system and brine outfall discharge system in the ocean/sea and provision of electric power supply to this project component.

3.1.3. Water Conveyance Projects O&M Experience

Each Candidate should demonstrate that an Experience Provider on its

behalf has, during the twenty (20) years immediately preceding the Final Submission Date, successfully operated and maintained (or supervised the successful operation and maintenance), for at least two (2) consecutive years, at least one (1) Large-scale Water Conveyance Project (as defined in Section 3.1.1 above).

3.1.4. Seawater Desalination Facility O&M Experience

Each Candidate should demonstrate that an Experience Provider on its behalf has successfully operated and maintained (or supervised the successful operation and maintenance), for at least two (2) consecutive years, at least one (1) Reverse Osmosis Seawater Desalination Facility with a total production capacity of not less than fifty (50) MCM/year of desalinated water and provision of O&M to the electric power supply to this project component..

3.1.5. BOT Project Management Experience

Each Candidate or Leader should demonstrate experience with the management and execution of BOT projects in the water or other infrastructure sectors by providing information on at least one (1) previous BOT project where you performed in the role as Candidate or Leader. The water or other infrastructure sector BOT shall be on a comparative scale to the proposed AAWDCP.

3.1.6. Content and Format of Submission

In order to demonstrate compliance with the criteria specified in this Section 3.1, Forms "5", "6", "7", "8", "9" and "10" should be duly completed and signed by the applicable Experience Provider and the Candidate.

3.1.7. Definitive Proposal Phase Expected Requirements

Without derogating from the provisions of Section 4.8 (Reservation of Rights) and Section 2.1.3 (Change to Candidates Following the Prequalification Process), the attention of all Candidates is drawn to the fact that it is expected that, pursuant to the RFP:

- (A) each Eligible Bidder will be required to demonstrate that the Experience Provider which demonstrated compliance with any of the prequalification requirements specified in Section 3.1, shall be responsible (by itself or through a subsidiary controlled by it) for the Project function and the performance of the applicable part of the work for which it was prequalified;
- (B) the Experience Provider which demonstrated compliance with the prequalification requirement specified in the Section 3.1.1 and 3.1.2 (EPC Experience) shall be responsible (by itself or through a subsidiary controlled by it) for the overall management and coordination of all the EPC functions of the Project; and
- (C) the Experience Provider which demonstrated compliance with the prequalification requirement specified in the Section 3.1.3, and

3.1.4 (O&M Experience), shall be responsible (by itself or through a subsidiary controlled by it) for the overall management and coordination of all the O&M functions of the Project.

3.2. Financial Capabilities and Financing

Each Candidate should demonstrate its (if it is a single company), and each of its Members' compliance with all the prequalification requirements detailed in Sections 3.2.1 – 3.2.4.

3.2.1. Securing Finance for an Infrastructure Project

Each Candidate should demonstrate that: (i) it (if is a single company); or (ii) one of its Members has, during the twenty (20) years immediately preceding the Final Submission Date, obtained external financing for at least one (1) Large Scale Infrastructure Project, in an amount equal to or greater than 50% of the contract value of such project; and, provided that if such project was performed as part of a joint venture/ project company, the share of such Candidate or Member in the joint venture/ project company was not less than 25%.

For the purpose of this Section an "**Large-scale Infrastructure Project**" means a project with a total contract value of at least five hundred million US\$ (US\$ 500,000,000) for the design and construction of a large scale infrastructure utilizing the services of at least civil, structural, mechanical, electrical and control engineering disciplines, including any of the following: a port, an airport or other transportation systems and facilities, a highway, a water conveyance system, a water treatment facility, a wastewater treatment or sewage conveyance system, a water resource management system or facility and/or a power generation facility.

3.2.2. Turnover

Each Candidate should demonstrate that the aggregated weighted average annual turnover of the Candidate or of all its Members together (as applicable) is at least US\$ 500,000,000 (or the equivalent thereof).

To the extent applicable, the aggregated weighted average annual turnover will be based on each Member's average annual turnover, pro-rated based on its anticipated pro-rated holdings of share capital of the Eligible Bidder as specified in Form "1" ("**Anticipated Holdings**").

The average annual turnover will be based on the five (5) most recent available Financial Statements (for the removal of doubt, which is not earlier than 2014) and will be calculated as specified below: Turnover Average = $(TO_t + TO_{t-1} + TO_{t-2} + TO_{t-3} + TO_{t-4}) / 5$

Where:

TO – the turnover

t – the most recent calendar year (of the Financial Statements)

3.2.3. Operating Cash Flow

Each Candidate should demonstrate that the Candidate's Operating Cash Flow or the average of each Member's Operating Cash Flow during the last five (5) years, based on their five (5) most recent available Financial Statements (for the removal of doubt, which is not earlier than 2014), calculated as specified below, is not negative:

$$\text{Operating Cash Flow Average} = (\text{CF}_t + \text{CF}_{t-1} + \text{CF}_{t-2} + \text{CF}_{t-3} + \text{CF}_{t-4}) / 5$$

Where:

CF – the Operating Cash Flow

t – the most recent calendar year (of the Financial Statements)

3.2.4. Equity

Each Candidate should demonstrate that, according to its most recent available Financial Statements (for the removal of doubt, which is not earlier than 2018), each of its Members has equity of US\$ 600,000 (or the equivalent thereof) for every one percent (1%) of its Anticipated Holdings in the Eligible Bidder or in the event the Candidate is a single company demonstrating compliance with this requirement, then based on that company's most recent available Financial Statements (for the removal of doubt, which is not earlier than 2018, the Candidate's equity is at least US\$ 60,000,000 (or the equivalent thereof).

3.2.5. Content and Format of Submission

In order to demonstrate compliance with the requirements specified in this Section 3.2, Forms "11", and "12", should be completed and signed by the applicable Candidate or Member.

In addition, each Candidate shall submit all required Financial Statements of itself and of each of its Members and Experience Providers, duly prepared and presented in accordance with one of the following:

- (a) US GAAP (including, with respect to the cash flow statements, FAS (Financial Accounting Standards) No. 95); or
- (b) International Financial Reporting Standards (IFRS), (including, with respect to the cash flow statements, IAS (International Accounting Standards) IAS No. 7 and IFRS updates);

and duly executed by the Candidate's or the Member's or Experience Provider's management (or the equivalent thereof) and duly audited and signed by their external auditors.

Candidates or Members or Experience Providers whose Financial Statements are presented based on different accounting principles than those listed in sub-Sections (a)-(b) above, are required to submit a specific request to the MWI to approve submission of such Financial Statements, at least thirty (30) days prior to the Final Submission Date of the prequalification package; the MWI will consider each request on a case by case basis and may issue an Addendum as a result thereof.

Without derogating from the foregoing, all the Financial Statements must include balance sheet, profit and loss, cash flow, and auditor's report and notes.

The Financial Statements will be provided in English but in no other language.

3.3. Criteria for Prequalification; General Provisions

3.3.1. Performance of Reference Projects as Part of a Joint Venture

For the purpose of demonstrating compliance with the requirements specified in Sections 3.1:

- (a) An Experience Provider is allowed to present projects it performed as part of a joint venture – main contractor, provided that such Experience Provider's share in the joint venture was not less than 50%; and
- (b) In case of a project performed by an Experience Provider as part of a joint venture, the contract value of such project which will be attributed to such Experience Provider will be equal to the total contract value of such project multiplied by the share of such Experience Provider in the joint venture.

3.3.2. Currency Conversion

All financial data included in the applicable Forms (including the contract value presented in order to demonstrate compliance with the provisions of Sections 3.1.1 and 3.2.1), and the turnover, operating cash flow and equity shall be submitted in USD. If the original financial data is in a different currency, the applicants are required to convert it to USD applying the official exchange rates issued by the Central Bank of the respective country. The exchange rate to be used shall be 30 calendar days prior to the Final Submission Date.

3.3.3. Grounds for Disqualification

Any Candidate, Member or an Experience Provider who:

- (a) has a "going concern notice" in its most recent Financial Statements (for the removal of doubt, the most recent of which is not earlier than 2014); or
- (b) is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with its creditors, who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws or regulations; or
- (c) is the subject of proceedings for a declaration of bankruptcy, for an order of compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings

under national laws or regulations; or has been convicted of an offence concerning its professional conduct; or

- (d) has been guilty of grave professional misconduct; or
- (e) has not fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established or in Jordan; or
- (f) has not fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established or in Jordan; or
- (g) is guilty of any misrepresentation in supplying information required in relation to the prequalification process, may be disqualified.

(Section 4 follows)

4. **RESPONSE REQUIREMENTS**

4.1. **Compliance with the Requirements**

- 4.1.1. Candidates shall prepare their Prequalification Submissions in strict conformity with the requirements of this Call for Prequalification.
- 4.1.2. Candidates shall answer all parts relevant to the Prequalification Submission in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate and, in general, support the Prequalification Submission.

4.2. **Method of Submission**

- 4.2.1. The Candidates are required to submit one original and five (5) copies complete sets of the Prequalification Documents (in a paper as well as in an electronic version on memory sticks in searchable PDF format) by 12.00 hours (noon) (local time) on the Final Submission Date to MWI at the address specified in Schedule A.
- 4.2.2. Prequalification Documents which are not submitted in time will be rejected by the MWI.
- 4.2.3. For the convenience of all Candidates, the Prequalification Documents shall include all the following documents:

General Information	Schedule D-Application for Prequalification
	Form 1 – The Candidate
	Form 2 – The Members of the Candidate
	Form 3 – The Candidate and its Experience Providers
	Form 4 – The Experience Providers of the Candidate
EPC and O&M Experience	Form 5 – Water Conveyance System Projects EPC Experience
	Form 6 – Seawater Desalination Facility EPC Experience
	Form 7 – Water Conveyance System Projects O&M Experience
	Form 8 – Seawater Desalination Facility O&M Experience
Financial Capabilities and Financing	Form 9 – Financial Robustness
	Form 10 – Securing Finance for an Infrastructure Project
Covenants	Form 11 - Covenant of Integrity's template
	Form 12 - Environmental and Social Covenant

- 4.2.4. In the case of a Candidate being a Consortium, then the Prequalification Documents (including the submission of associated information and documentation) shall, where indicated, be completed separately for each Member of the Consortium. All Members of the Consortium shall be liable jointly and severally towards MWI for the Prequalification Documents.

- 4.2.5. In the event a company participates in the Call for Prequalification in more than one role (e.g. Member and an Experience Provider), such company will be required to comply with all requirements pertaining to each of its various roles.
- 4.2.6. All forms, documents, information and correspondence shall be in English.

4.3. No Unauthorized Modification

- 4.3.1. Candidates shall not modify or supplement the instructions of this Call for Prequalification. Unauthorized conditions, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a Prequalification Submission may cause the Prequalification Submission to be deemed non-compliant to this Call for Prequalification.
- 4.3.2. Without derogating from the MWI's discretion, any conditions, limitations, modifications, supplements, reservations, disclaimers or provisions attached to the Prequalification Submission, which were not submitted by the Candidate to the MWI and approved by the MWI in the form of an Addendum to this Call for Prequalification, issued in accordance with the provisions of Section 1.10 (Addenda), may be deemed unauthorized.

4.4. Requests for Clarifications

- 4.4.1. MWI may request a Candidate to clarify, correct, modify, supplement or amend any item contained in its Prequalification Submission and/or to delete, disregard, withdraw, or correct any part of the Prequalification Submission and to submit any additional information necessary, in the opinion of the MWI, for the evaluation of its Prequalification Submission.
- 4.4.2. In doing so, the MWI may issue a request for presentation of the Candidates or any of them.
- 4.4.3. Candidates will comply with the requests of the MWI and will submit all clarification and additional information requested within the time period stipulated by the request.
- 4.4.4. The requests for clarifications will be in writing, delivered to the Candidates by email, mail, messenger or facsimile. Their receipt should be confirmed by return mail, messenger or facsimile, to the address or facsimile number or E-mail noted in Schedule A, no later than two (2) days following receipt thereof.
- 4.4.5. Unless otherwise requested by the MWI, Candidates' responses to the requests for clarifications will be submitted in one hard copy and in a CD containing a scanned copy of the response in searchable PDF format and will form an integral part of their Prequalification Submissions. The said responses will be attached to the Prequalification Submission, along with copies of the requests for clarifications, and will replace or take

precedence over corresponding items within the Prequalification Submission documents that are contradictory.

- 4.4.6. MWI may exercise its rights under this Section any number of times during the examination of the Prequalification Submissions.

4.5. Announcement of Eligible Bidders

- 4.5.1. The selection of the Eligible Bidders will be made by the MWI. Prequalification Submissions will not be graded by the MWI and the limited list of Eligible Bidders will be determined by MWI on a "go-no go" basis.
- 4.5.2. Upon the completion of its examination of the Prequalification Submissions, the MWI will announce a limited list of those Candidates which the MWI deemed to have the most favorable qualifications with respect to the criteria and requirements of this Call for Prequalification and which were not disqualified thereby in accordance with the provisions of this Call for Prequalification.
- 4.5.3. Without derogating from the generality of the provisions of Section 4.8 (Reservation of Rights), following the publication of the RFP, the Eligible Bidders will be invited to submit a Definitive Proposal in accordance with the provisions of the RFP.
- 4.5.4. Candidates who will be deemed by the MWI to have failed to meet any one of the prequalification requirements will not be announced as Eligible Bidders and will be notified in writing of their unsuccessful attempt to prequalify.

4.6. Rejection of the Pre-Qualification Submissions

Without derogating from the MWI's rights under the Law:

- 4.6.1. MWI reserves the right to reject any or all Prequalification Submissions.
- 4.6.2. MWI reserves the right to reject any Prequalification Submission in the event that the MWI is of the opinion that such Prequalification Submission or any part thereof does not conform to the requirements of this Call for Prequalification.
- 4.6.3. Without derogating from the MWI's rights under this Call for Prequalification or under the Law, the MWI reserves the right to waive minor irregularities or errors in any Prequalification Submission if it appears to the MWI that such irregularities or errors were made unintentionally and do not materially affect the technical capability and financial resources of the Candidate to perform the Contract.

4.7. Waiver of Claims

In consideration of submitting its application of prequalification for review by MWI, the Candidate waives any claim against MWI that might arise with respect to any decision or action of MWI in relation to the prequalification process, including the selection of Eligible Bidders. The selection of Eligible Bidders by

MWI is final and not subject to appeal of any kind.

4.8. Reservation of Rights

- 4.8.1. All Candidates acknowledge that the Project description as specified in this Call for Prequalification is general and indicative only.
- 4.8.2. The issuance of this Call for Prequalification is not intended to give rise to or create any representation, undertaking or warranty on behalf of the GOJ or the MWI or anyone on their behalf with respect to the Project.
- 4.8.3. Furthermore, the GOJ and the MWI reserve the right to redefine the Project (including additional pre-qualification or minimum requirements), as they shall deem appropriate.
- 4.8.4. For the removal of doubt, participation in this Prequalification Process shall not confer upon a company, a Candidate, a Member or an Experience Provider or an Eligible Bidder any right with respect to the Project or any future proceedings which will be conducted with respect thereto, including the tender process and the RFP.
- 4.8.5. The issuance of this Call for Prequalification is not intended to guarantee the initiation, execution or the implementation of the Project or any part thereof. The GOJ, the MWI and anyone on their behalf, shall not be responsible in any respect to any loss or damage whatsoever suffered by any company, Candidate, a Member or an Experience Provider or an Eligible Bidder their employees, officers, agents, or any other persons for whom any of them may be contractually or legally responsible.
- 4.8.6. Without derogating from the generality of the above, the GOJ and the MWI reserve the right not to proceed with this Prequalification Process, or with the tender process for the Project or any part thereof, and may terminate or cancel this Call for Prequalification or any other proceedings which are conducted with respect thereto, or with respect to the Project or any part thereof, at any time, as it shall deem appropriate.

(Schedules follow)

SCHEDULE A

ADDRESS AND CONTACT PERSONS

Address for communications directed to MWI Authorized Representative:

H.E. Eng. Ali Subah
Chairman of the Special Tender Committee
Secretary General
Ministry of Water and Irrigation
P.O. Box 2769
Shmeisani
Amman 11181 Jordan

Parties requiring additional information or assistance are invited to contact the following person:

Eng. Issa Al-Wer
Project Manager AAWDCP
Ministry of Water and Irrigation
Phone: +962 6 568 9400 ext. 326, M: + 962 78 528 2100
E-mail: aawdcp@mwi.gov.jo

SCHEDULE B

DEFINED TERMS

Term	Definition
Addendum or Addenda	As defined in Section 1.10.1
Anticipated Holdings	As defined in Section 3.2.2.
Call for Prequalification	This document, including Schedules A–D and Forms 1-12.
Candidates	The companies and consortia participating in the prequalification process.
Consortium	A group of no more than seven (7) Members. Section 2.1.1 (d).
Consortium Leader	The member of a Consortium which has been nominated by the other Consortium members as being in charge of the Consortium.
Conveyance System	As defined in Section 1.3.2.
BDRA	Brine Discharge Risk Assessment Report-will be required as part of the ESIA.
Definitive Proposal	A proposal submitted by an Eligible Bidder in response to the RFP.
Definitive Proposal Phase	The phase of the selection process beginning with the issuance of the RFP and concluding with the payment of equity for the Project.
Desalination Facility	As defined in Section 1.3.2.
Eligible Bidders	The companies and/or consortia which are invited to participate in the Definitive Proposal Phase.
EPC Contractor	The contractor or contractors to be appointed for the engineering, procurement and construction of the Project Components.
Experience Provider	As defined in Section 2.1.1(f).
Final Submission Date	The date on which the Prequalification Documents must be received by MWI.
Freshwater	Desalinated water and/or water from groundwater
GOJ	The Government of the Hashemite Kingdom of Jordan.

<u>Term</u>	<u>Definition</u>
Hydroelectric Power Generation Facility	As defined in Section 1.3.2.
Large-scale Infrastructure Project	As defined in Section 3.2.1.
Large-scale Water Conveyance System Project	As defined in Section 3.1.1.
Leader	As defined in Section 2.1.2(b).
Main Contractor.	As defined in Section 3.1.1.
Member	As defined in Section 2.1.1(c).
MWI	The Ministry of Water and Irrigation.
MWI Contribution	The financial contribution which MWI intends to make as described in Section 1.3.5.
O&M Contractor	The contractor or contractors to be appointed for the provision of the operation and maintenance services in relation to the Project Components.
Prequalification Documents or Prequalification Submission	The documents described in Section 4-to be submitted by the Candidates.
Project	Aqaba-Amman Water Desalination & Conveyance Project (AAWDGP) in the Hashemite Kingdom of Jordan on a Build, Operate and Transfer (BOT) basis.
Project Company	The special purpose company which the winning Bidder shall establish under Jordanian law.
Project Components	The project components described in Section 1.3.2.
Project Sponsors	The owners of the Project Company.
RFP	The request for proposals to be issued by MWI.
Reverse Osmosis Seawater Desalination Facility	As defined in Section 3.1.2
Regulating Tanks and Regulating Reservoirs	These terms are used interchangeably.

Special Tendering Committee (STC) The committee responsible for the evaluation.

The above definitions apply for the purpose of the Call for Prequalification and Prequalification Documents. The RFP and the Project Agreements will contain definitions which apply to them.

SCHEDULE C

PART I – PROJECT DEFINITION

A. General

The RFP will define the Project's scopes of supply, the Project Components' main parameters and minimal design and performance requirements, including acceptable design standards and codes and design life-times, as well as scheduling and permitting requirements, but other than that will allow all Bidders maximum design leeway.

The RFP may require all Bidders to submit within their Definitive Proposals the design details and economics for alternative capacities of certain Project Components.

Subject to the terms and conditions of the RFP, it is expected that Bidders will be allowed, at their own discretion, to submit alternative proposals based on alternative facilities, sites and pipeline routes, providing that such additional proposals shall discuss and compare the economics, reliability, environmental protection, social and other considerations of each alternative and its advantages and disadvantages

In any case, all alternative designs will have to:

- (a) satisfy the environmental, socio-economic and other concerns raised and dealt with in the EIB/AFD funded Environmental and Social Impact Assessment which requires preparation.
- (b) allow for the phased, gradual development of the Project to its eventual full-scale capacity and be compatible with its final projected full-scale configuration (to be defined in the RFP).

B. Project Components

The Project will be comprised of four basic components ("**the Project Components**") all as defined in Section 1.3.2:

1. Intake and outfall conveyance system including seawater intake system, seawater intake pipeline, intake pump station and the seawater pipeline for the transfer of Red Sea water to the desalination plant and for the desalination plant brine pipeline and brine discharge system to the Red Sea ("**the Conveyance System**");
2. A seawater desalination facility to be constructed to the south of Aqaba city ("**the Desalination Facility**");
3. A desalinated freshwater pipeline, pump stations, regulating reservoirs from the desalination plant water storage reservoir and Wadi Rum wellfield pipelines and facilities to the Mudawarra pump station ("**the Southern Desalinated Water Pipeline**");

4. A desalinated freshwater pipeline from the Mudawarra pump station to the Abu Alanda pump station and continuation to the Abu Alanda reservoir including pump stations, regulating reservoirs and break pressure tanks ("**the Northern Desalinated Water Pipeline**");

All the Project Components will be constructed and operated in Jordan.

Each Project Component will be an independent cost center and its CAPEX and OPEX will be quantified and presented separately.

The sources of electric power supply to each Project Component will be identified in the RFP.

In any case, the costs of the electric power line connections from the electric power supplier to the Project Components, whether or not these connections are designed and executed by the Preferred Bidder itself, as well as the costs of the purchased electric power, shall form part of the CAPEX and OPEX of each Project Component.

PART II – OVERVIEW OF COMMERCIAL ASPECTS

A. The Project Agreement

The Project Company, once established, will enter into an agreement with the GOJ (represented by MWI) in which the Project Company's and the GOJ's respective rights and obligations in relation to the implementation of the Project will be set out (the "**Project Agreement**").

The Project Agreement will, *inter alia*, describe the terms under which the Project Company shall design, construct, finance, operate and maintain the Project Components on a build, operate and transfer (BOT) basis.

The term of the Project Agreement will be twenty-five (25) years excluding the construction period, with the potential for a longer concession period to be advised in the RFP

Pursuant to the Project Agreement, the MWI will purchase all the produced desalinated water quantities, in accordance with a "take or pay" arrangement to be defined in the RFP. The structure of the water charges will be set out in the RFP.

It is currently expected that the Government of Jordan / Ministry of Water and Irrigation will finance the water charges. For the avoidance of doubt, payment of the water charges to the Project Company will be made directly by MWI and proper guarantees will be provided from The Government of Jordan. The Project Company will not be involved in the billing or collection of water tariffs.

The Project Agreement will allocate the risks to be assumed by the GOJ

and the Project Company, respectively. Except for those risks and responsibilities of the GOJ which shall be expressly set out in the Project Agreement, the Project Company will bear all risks and be responsible for every aspect of the Project.

B. Financing

Pursuant to the Project Agreement, the Project Company will be responsible to obtain and secure all financing and funding required for the Project.

The owners of the Project Company (the “**Project Sponsors**”) will be required to provide equity for the purposes of the implementation of the Project. The requirements with respect to equity support by the Project Sponsors will be set out in the RFP. It is anticipated that the initial total equity support of the Project Sponsors will be a minimum of ten to twenty per cent (10%-20%) of the total cost of the Project.

MWI will solicit International Financial Institutions (IFIs) to provide grant and concessionary financing to the Project.

C. Land and Taxes

The GOJ shall grant the Project Company the right to utilize the land required for the construction and operation of each of the Project Components in Jordan, free of any payment, tax or charge, for the entire term of the Project Agreement.

The GOJ will exempt the Project from any and all import duties, taxes and other levies that may be assessed on the importation of any and all material and equipment imported into Jordan for the construction of each of the Project Components in accordance with the Jordanian Investment Promotion Law, No. 30 of 2014.

SCHEDULE D

FORM OF APPLICATION FOR PREQUALIFICATION

To:

H.E. Eng. Ali Subah
Chairman of the Special Tender Committee
Secretary General
Ministry of Water and Irrigation
P.O. Box 2769
Shmeisani
Amman 11181 Jordan

Gentleman,

Re: Amman-Aqaba Water Desalination and Conveyance Project (AAWDCP) in the Hashemite Kingdom of Jordan on a Build, Operate and Transfer (BOT) basis

1. Having carefully examined the Call for Prequalification (including all documents referenced therein), we, the undersigned, hereby apply for prequalification and selection as Eligible Bidder.
2. We confirm that the Forms 1 to 10, including documents and information to be enclosed thereto, are attached hereto.
3. We represent that all information and documents submitted are true, complete and accurate.

We hereby

- (a) undertake to fulfil the requirements set out in the Call for Prequalification (including all documents referenced therein);
- (b) accept that your selection of the Eligible Bidders will be based solely upon the information set out or referenced in our Prequalification Documents, the information obtained by you from employers or other references named by us in our Prequalification Documents, and information obtained by you in any interview with us;
- (c) authorize you to contact the employers, banks, subcontractors and other entities named in our Prequalification Documents in order to verify information submitted by us or to ask for supplementary information;

- (d) undertake not to issue or cause to be issued any statement to the media regarding the selection process or any other aspect of the Project without your prior written consent;
- (e) accept that under no circumstances are any costs or losses which may be incurred by us in connection with the preparation or submission hereof or with any other activity relating to the prequalification process reimbursable by you;
- (f) acknowledge and agree that you are entitled to disqualify or reject all applications for prequalification and to suspend or terminate at any time the prequalification process without incurring any liability to us.
- (g) acknowledge and accept the provisions of Section 4.8 (Reservation of Rights) of the Call for Prequalification, and without derogating from the generality of the foregoing, understand that the submission of our Prequalification Submission shall not be deemed in any way to create an obligation on the part of the GOJ or the MWI to announce our compliance with the prequalification requirements.

Incorporated hereto, and made an integral part of the Prequalification Submission, are all Prequalification Forms, attachments and annexes thereto, and other annexes attached to the Prequalification Submission as described herein:

- Form “1” - The Candidate
- Form “2” - The Members of the Candidates
- Form “3” - The Candidate and Its Experience Providers
- Form “4” - The Experience Providers of the Candidate
- Form “5” - Water Conveyance System Projects EPC Experience
- Form “6” - Seawater Desalination Facility EPC Experience
- Form “7” - Water Conveyance Projects O&M Experience
- Form “8” - Seawater Desalination Facility O&M Experience
- Form “9” - Financial Robustness
- Form “10” - Securing Finance for an Infrastructure Project
- Form “11” - Covenant of Integrity’s Template
- Form “12” - Environmental and Social Covenant

Detailed herein is information which the Candidate considers to be of a commercially sensitive or secret nature concerning the Prequalification Submission:

We acknowledge receipt, understanding and full consideration of the following Addenda to the Call for Prequalification, issued until the Final Submission Date:

Addenda No. _____	Date _____	Received: _____
Addenda No. _____	Date _____	Received: _____
Addenda No. _____	Date _____	Received: _____
Addenda No. _____	Date _____	Received: _____
Addenda No. _____	Date _____	Received: _____
Addenda No. _____	Date _____	Received: _____

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> ^(*)	<u>Date</u>
The Candidate	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____

() In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Candidate or the Member (as the case may be) are authorized to sign on behalf of the Candidate or the Member (as the case may be) and to commit such Entity for purposes of the above stated Form, for all purposes and intents.*

FORM "1"
THE CANDIDATE

(To be completed by the Candidate and all Members of the Candidate, on a separate Form, if necessary)

1. Name: _____
Business Address: _____
Phone: _____
Facsimile: _____
E-mail: _____

2. Leader: _____

	<u>Name</u>	<u>Profession</u>	<u>Title</u>
3. Office Holders of the Candidate/Member:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

4. Each Member's Anticipated Holdings (by itself or through a subsidiary controlled by such Member) in the Candidate:

<u>Member</u>	<u>Anticipated Holdings in the Candidate</u>
	_____%
	_____%
	_____%
	_____%
	_____%
	_____%
	_____%

5. Each Member hereby warrants and declares as follows:

Should the Candidate be announced as Eligible Bidder in accordance with the provisions of the Call for Prequalification, and will be invited by the MWI to submit a Definitive Proposal pursuant to the provisions of the RFP, it is the intention of all Members to enter into a detailed agreement between them and to form (by themselves or through subsidiary(ies) controlled by them) a new company, incorporated under the Laws of Jordan, all, as required pursuant to the provisions of the Call for Prequalification and in accordance thereof, and as shall be further required pursuant to the provisions of the RFP. The sole purposes of the new company shall be the participation in the RFP and the execution of the Project (if eventually selected to do so), all, in accordance with the provisions of the RFP. The Anticipated Holdings by each Member (by itself or through a subsidiary controlled by such Member) in the special purpose company shall be as listed above.

FORM "1" (continued)

6. The Candidate or the Leader shall provide the following information:

The management structure for the project including CVs of all personnel shown in the structure.

The organizational structure for the project including members, experience providers including CVs of key personnel of the members and experience providers.

The Candidate or Leader's experience in coordinating, managing and executing at least one (1) BOT infrastructure project of similar magnitude and complexity.

The Candidate or Leader's quality assurance and quality control system.

The Candidate or Leader's approach to the implementation of the AAWDCP from design and construction mobilization through project commissioning and operation and maintenance of all project facilities.

The candidate, leader and members should provide their Health & Safety indicators for the past 3 years and Quality Management Programs and Environmental Management Systems.

Faithfully yours,

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights^(*)</u>	<u>Date</u>
The Candidate	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____

() In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Candidate or the Member (as the case may be) are authorized to sign on behalf of the Candidate or the Member (as the case may be) and to commit such Entity for purposes of the above stated Form, for all purposes and intents.*

FORM "2"
THE MEMBERS OF THE CANDIDATE

(To be completed by each Member of the Candidate, on a separate Form)

- 1. Name of Company:** _____
Business Address: _____
Phone: _____
Facsimile: _____
E-mail: _____

- | | <u>Name</u> | <u>Profession</u> | <u>Title</u> |
|--|--------------------|--------------------------|---------------------|
| 2. Directors or Executives of the Member: | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| <i>(as applicable)</i> | _____ | _____ | _____ |
| 3. Office Holders of the Member: | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| | _____ | _____ | _____ |

- | | <u>Name</u> | <u>Title</u> | <u>Address, Tel & Fax No.'s</u> |
|---------------------------|--------------------|---------------------|--|
| 4. Representative: | _____ | _____ | _____ |

- 5. Legal Status:**
(check applicable)
- | | | |
|---------------------------|---|-------|
| Individual | D | _____ |
| Partnership | D | _____ |
| Limited Liability Company | D | _____ |
| Joint Venture | D | _____ |
| Other <i>(explain)</i> | D | _____ |

- 6. Registration Number:** _____
 Place of Registration: _____
 Date of Registration: _____

FORM "2" (continued)

7. Authorized Share Capital: _____

Issued and Fully Paid Up Capital: _____

8. Interested Parties in the Member: _____

The Member accepts the role which has been assigned to it by the Candidate as described in this Form "2" (as applicable), and should the Candidate be announced as an Eligible Bidder, and will be invited by the MWI to submit a Definitive Proposal pursuant to the provisions of the RFP, it is the intention of the Member to enter into a detailed agreement with the Candidate for purposes of performing the role assigned to it by the Candidate.

9. The Member hereby warrants and represents the following:

- i. The Member is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;
- ii. The Member has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted (including the participation in this Prequalification Process);
- iii. There are no actions or proceedings pending nor, to the best knowledge of the Member and after due investigation, actions or proceedings which might result in any material or adverse change in the Member's business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- iv. Without derogating from the generality of the foregoing,
 - The Member does not have a "going concern notice" in its most recent Financial Statements (for the removal of doubt, the most recent of which is not earlier than 2014);
 - The Member is not the subject of proceedings for a declaration of bankruptcy, for an order of compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;
 - The Member has not been convicted of an offence concerning its professional conduct;
 - The Member has not been guilty of grave professional misconduct;
 - The Member has not breached its obligations relating to the payment of social security contributions under the laws of the jurisdiction in which it was organized or in Jordan;
 - The Member has not breached its obligations relating to the payment of taxes under the laws of the jurisdiction in which it was organized or in Jordan;

FORM "2" (continued)

- The Member has not been guilty of any misrepresentation in supplying information required in relation to the prequalification process;
- v. The Member has not, directly or indirectly, induced or solicited any other Candidate or Member(s) of a Candidate to put in a false or sham Prequalification Documents, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Candidate or Member(s) of a Candidate to secure any advantage against any other Candidate, or to secure any advantage against the GOJ or the MWI of anyone interested in the Project;
- vi. The Member participates in the Pre-Qualification Process only within this Prequalification Submission;
- vii. Any person or Entity which exercises Control over it, any person or Entity under the common Control thereof, and any person or Entity Controlled thereby, does not participate in the prequalification process except within this Prequalification Submission;
- viii. The Prequalification Documents are not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;
- ix. The Prequalification Documents are genuine and not collusive or sham;
- x. The Member shall be liable, jointly and severally with all other Member(s) of the Candidate, for the Prequalification Documents.

Faithfully yours,

Date

Stamp and Signature

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM "3"
THE CANDIDATE AND ITS EXPERIENCE PROVIDERS

(to be completed by the Candidate with respect to all Experience Providers)

1. General information about the Experience Providers:

(a)

Name:

Business Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

The Prequalification requirement(s) the Experience Provider will be demonstrating compliance with:

(b) Name:

Business Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

The Prequalification requirement(s) the Experience Provider will be demonstrating compliance with:

(c) Name:

Business Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

FORM “3” (continued)

The Prequalification requirement(s) the Experience Provider will be demonstrating compliance with:

2. The Candidate hereby warrants and represents that to the best of the Candidate’s knowledge and after conducting a due investigation, each of the Experience Providers of the Candidate complies with all applicable requirements of the Call for Prequalification pertaining to Experience Providers, as detailed in Form “3”.

Faithfully yours,

Date

Stamp and Signature

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it, for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM "4"
THE EXPERIENCE PROVIDERS OF THE CANDIDATE

(To be completed by each Experience Provider, on a separate Form)

1. Name of Company:

Business Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

2. The Prequalification requirement(s) the Experience Provider will be demonstrating compliance with:

	<u>Name</u>	<u>Profession</u>	<u>Title</u>
3. Directors or Executives of the Experience Provider: <i>(as applicable)</i>	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
4. Office Holders of the Experience Provider:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

	<u>Name</u>	<u>Title</u>	<u>Address, Tel & Fax No.'s</u>
5. Representative:	_____	_____	_____

6. Legal Status:

(check applicable)

Individual ☐ D

Partnership ☐ D

Limited Liability Company ☐ D

Joint Venture ☐ D

Other *(explain)* ☐ D

7. Registration Number:

Place of Registration: _____

Date of Registration: _____

FORM "4" (continued)

8. Authorized Share Capital: _____
Issued and Fully Paid Up Capital: _____

9. Interested Parties: _____

10. The Experience Provider hereby warrants and represents the following:

- i. The Experience Provider is duly incorporated, organized and validly existing under the laws of the jurisdiction in which such Experience Provider was organized;
- ii. The Experience Provider has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted or proposed to be conducted for the purposes of the Project;
- iii. There are no actions or proceedings pending nor, to the best of the Experience Provider's knowledge and after due investigation, actions or proceedings which might result in any material or adverse change in the business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- iv. Without derogating from the generality of the foregoing,
 - The Experience Provider does not have a "going concern notice" in its most recent Financial Statements (for the removal of doubt, the most recent of which is not earlier than 2014);
 - The Experience Provider is not the subject of proceedings for a declaration of bankruptcy, for an order of compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;
 - The Experience Provider has not been convicted of an offence concerning its professional conduct;
 - The Experience Provider has not been guilty of grave professional misconduct;
 - The Experience Provider has not breached its obligations relating to the payment of social security contributions under the laws of the jurisdiction in which it was organized or in Jordan;
- v. The Experience Provider has not breached its obligations relating to the payment of taxes under the laws of the jurisdiction in which it was organized or in Jordan;
- vi. The Experience Provider has not been guilty of any misrepresentation in supplying information required in relation to the prequalification process;

FORM “4” (continued)

vii. The Experience Provider has not, directly or indirectly, induced or solicited any other Candidate or Member(s) of a Candidate to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or

agreed with any Candidate or Member(s) of a Candidate to secure any advantage against any other Candidate, or to secure any advantage against the GOJ or the MWI of anyone interested in the Project;

viii. To the best of the Experience Provider’s knowledge, and with respect to those part of the Prequalification Documents concerned with the Experience Provider:

ix. The Prequalification Documents submitted by the Candidate are not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;

x. The Prequalification Documents are genuine and not collusive or sham;

xi. All the information contained in the Prequalification Documents is true, accurate, complete and current as of the Final Submission Date.

xii. The Experience Provider accepts the role which has been assigned to it by the Candidate as described in this Form “4”, and should the Candidate be announced as an Eligible Candidate in accordance with the provisions of the Invitation, and will be invited by the MWI to submit a bid pursuant to the provisions of the Tender Documents, it is the intention of the Experience Provider to enter (by itself or through a subsidiary controlled by it) into a detailed agreement with the Candidate for purposes of performing the role assigned to it by the Candidate.

xiii. The Experience Provider participates in the prequalification process only within this Prequalification Submission, and any person or Entity which exercises Control over it, any person or Entity under the common Control thereof, and any person or Entity Controlled thereby does not participate in the prequalification process except within this Prequalification Submission.

Faithfully yours,

Date
Signature

Stamp and

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it, for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM “5”
WATER CONVEYANCE SYSTEM PROJECTS EPC EXPERIENCE

(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 3.1.1. (Water Conveyance System Projects EPC Experience) of the Call for Prequalification)

Project Details	Project			
	“A”	“B”	“C”	“D”
Description of Project- including hourly flow rates and pressure ranges, piping materials of construction and types of pumping stations and reservoirs				
Client				
Type of Contract – EPC/Design Build				
Pipeline (greater than 1500 mm) Diameters – (mm)				
Pipeline (greater than 1500 mm) Distances – (km)				
Pipeline Operating Pressures				
Pumping Station Capacities (installed capacity of 5000 kW or more) – m³/hour				
Concrete Reservoir or Steel Tank Volumes – m³				
Location				
Project Construction Time				
Commissioning Date				
Number of Years of Operation				
Contract Value – US\$				
Share in the Joint Venture/Project Company (if performed as part of a joint venture/project company)	%	%	%	%
Project Owners and Site Managers Contact Details				

The Experience Provider should provide their Health & Safety indicators for the past 3 years and Quality Management Programs and Environmental Management Systems.

FORM "5" (continued)

Additional Relevant Information:

(please specify additional relevant information and/or attach to this Form relevant documentation)

Faithfully yours,

Date

Stamp and Signature

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM “6”
SEAWATER DESALINATION FACILITY EPC EXPERIENCE

(to be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 3.1.2. (Reverse Osmosis Seawater Desalination Facility EPC Experience) of the Call for Prequalification)

Project Details	Project			
	“A”	“B”	“C”	“D”
Description of Project- including nominal daily output capacity, number of passes and/or stages, desalinated water qualities, plant specific energy consumption, intake and outfall systems, seawater conversion ratio and types of seawater pretreatment and product post-treatment				
Client				
Type of Contract – EPC/Design Build				
Production Capacity – MCM/year of desalinated water				
Location				
Project Construction Time				
Commissioning Date				
Number of Years of Operation				
Share in the Joint Venture/Project Company (if performed as part of a joint venture/project company)	%	%	%	%
Project Owners and Site Managers Contact Details				

The Experience Provider should provide their Health & Safety indicators for the past 3 years and Quality Management Programs and Environmental Management Systems.

Additional Relevant Information:

(please specify additional relevant information and/or attach to this Form relevant documentation)

FORM "6" (continued)

Faithfully yours,

Date

Stamp and Signature

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM “7”
WATER CONVEYANCE PROJECTS O&M EXPERIENCE

(To be completed by the Experience Provider demonstrating compliance with the prequalification requirement, specified in Section 3.1.3.(Water Conveyance Projects O&M Experience) of the Call for Prequalification)

Project Details	Project			
	“A”	“B”	“C”	“D”
Description of Project- including hourly flow rates and pressure ranges, piping materials of construction and types of pumping stations and reservoirs				
Client				
Pipeline Diameters – (mm)				
Pipeline Distances – (km)				
Pipeline Pressure				
Yearly volume of water provided for last 2 years				
Pumping Station Capacities – m³/hour				
Reservoir Volumes – m³				
Location				
Commissioning Date				
Number of Years of Operation				
Share in the Joint Venture/Project Company (if performed as part of a joint venture/project company)	%	%	%	%
Project Owners and Site Managers Contact Details				

The Experience Provider should provide their Health & Safety indicators for the past 3 years and Quality Management Programs and Environmental Management Systems.

Additional Relevant Information:

(please specify additional relevant information and/or attach to this Form relevant documentation)

FORM "7" (continued)

Faithfully yours,

Date

Stamp and Signature

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM “8”
SEAWATER DESALINATION FACILITY O&M EXPERIENCE

(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 3.1.4.(Seawater Desalination Facility O&M Experience) of the Call for Prequalification)

Project Details	Project			
	“A”	“B”	“C”	“D”
Description of Project- including nominal daily output capacity, number of passes and/or stages, intake and outfall systems, desalinated water qualities, plant specific energy consumption, seawater conversion ratio and types of seawater pretreatment and product post-treatment				
Client				
Production Capacity – MCM/year of desalinated water				
Yearly volume of water provided for last 2 years				
Location				
Commissioning Date				
Number of Years of Operation				
Share in the Joint Venture/Project Company (if performed as part of a joint venture/project company)	%	%	%	%
Project Owners and Site Managers Contact Details				

The Experience Provider should provide their Health & Safety indicators for the past 3 years and Quality Management Programs and Environmental Management Systems.

Additional Relevant Information:

(please specify additional relevant information and/or attach to this Form relevant documentation)

FORM "8" (continued)

Faithfully yours,

Date

Stamp and Signature

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM "9"
FINANCIAL ROBUSTNESS

(To be completed by each Member on a separate Pre-Qualification Form, and signed by the external auditor of such Member)

Name of Member: _____

Member's Anticipated Holdings in Candidate (by itself or through a subsidiary controlled by such Member): _____

1. Financial Data:

Year	t-4	t-3	t-2	t-1	t
(*)US\$					
Turnover (TO)					
Operating Cash Flow (CF)					
Equity					

t = the most recent calendar year (of the Financial Statements)

() All data in this Section is to be presented in US\$, in accordance with the provisions of Section 3.3.2. (Currency Conversion) of the Call for Prequalification.*

2. If applicable - the exchange rate used by the Candidate to convert the financial data to US\$, in accordance with the provisions of Section 3.3.2 (Currency Conversion) of the Call for Prequalification is _____
3. Each Member should complete this Pre-Qualification Form in accordance with the provisions of Section 3.2.5 (Content and Format of the Submission) of the Call for Prequalification.

Name of the auditor: _____ Address: _____

Signature: _____ Date: _____

FORM "10"
SECURING FINANCE FOR AN INFRASTRUCTURE PROJECT

(To be completed by the Candidate or the applicable Member demonstrating compliance with the Pre-Qualification Requirement, specified in Section 3.2.1. (Securing Finance for an Infrastructure Project) of the Call for Prequalification)

Project Details	Project			
	"A"	"B"	"C"	"D"
Description of Project				
Client				
Total Contract Value (US\$)				
Amount of External Financing (US\$)				
Share in the Joint Venture/Project Company (if performed as part of a joint venture/project company)	%	%	%	%

Additional Relevant Information:

(please specify additional relevant information and/or attach to this Form relevant documentation)

Faithfully yours,

Date

Stamp and Signature

I, _____, attorney-at-law, hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Form, for all purposes and intents.

Attorney-at-Law

FORM “11”
Covenant of Integrity Template

(To be signed by each Member or consortium leader)

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

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

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions.

We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

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

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

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

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy¹.

Note: This Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in article 3.3.2). In other cases, it must be kept by the promoter and available upon request from the Bank.

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

FORM “12”
Environmental and Social Covenant

(To be signed by each Member or consortium leader)

Name of Applicant or member of a joint venture or consortium
--

Environmental and Social Covenant

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

Labour standards. We further commit to the principles of the eight Core ILO standards² pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

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

² <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm>

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems³; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in Request for Qualification and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting environmental and social monitoring reports to Ministry of Water and Irrigation; and (ii) complying with the measures assigned to us as set forth in the environmental permits Request for Qualification and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide Ministry of Water and Irrigation with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with Ministry of Water and Irrigation, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing Ministry of Water and Irrigation with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with Ministry of Water and Irrigation, adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our subcontractors.

³ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang-en/index.htm

Name
Signed

In the capacity of

Duly authorised to sign the contract for and on behalf of
Date

Note to the Promoter: This Environmental and Social Covenant must be sent to the Bank together with the contract in the case of an International Procurement Procedure (as defined in Article 3.3.2). In other cases, it must be kept by the Promoter and made available, upon request, to the Bank.