



Funded by the European Union
بتمويل من الاتحاد الأوروبي

School Construction Programme (SCP)

Funded by the European Union, through the EU Regional Trust
Fund in response to the Syrian crisis, the EU Madad Fund



EUTF Support to Construct 10 Schools in Jordan

EU No.: - TF-MADAD/2018/T04.112

BMZ No.: 3020 00131

(Standard) Bidding Documents
for

Procurement of Construction of Schools Package 01: Al Nahda
Secondary Mixed School in Irbid Governorate

Employer: Ministry of Public Works and Housing

Tender No. 1/SCP/2020

VOLUME 1 - PART 1 - Bidding Procedures

- Section I. Instructions to Bidders
- Section II. Bid Data Sheet
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligibility Criteria
- Section VI. KfW Policy – Sanctionable Practice –
Social and Environmental Responsibility



KfW

مدير دراسات الانشائية
المهندسة منيرة نميل برقان

Date of Issue: August 2021

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Invitation to Tender

Note this is a Retender of the following:

Tender Numbers:

1/SCP/2020

2/SCP/2020

3/SCP/2020

The Hashemite Kingdom of Jordan has received a grant from the EU Regional Trust Fund in Response to the Syrian Crisis (EUTF) in order to support the construction of schools in Jordan. KfW has the responsibility for the implementation of the Programme. The Programme's objective is to support Ministry of Education (MoE) in response to the needs of children and youth affected by the Syrian Crisis, in line with the objective "Expanding Access to Formal Education in Host Communities" of the Jordan Response Plan. Part of this grant will be used for the construction of 4 new schools as shown in below packages.

The Ministry of Public Works and Housing (MPWH) in the quality of "Employer" through the Special Tendering Committee (STC) hereby invites Local and International contractors to participate in this tender as follows:

- a- Jordanian contractors classified by (GTD) as first or Second grade in the field of Buildings (Building Construction), and they also have a classification in the Electro-Mechanical & Renewable Energy as first or Second grade, specialized Electro-Mechanical & Renewable Energy.

Or

- b- Jordanian contractors classified by (GTD) as first or Second grade in the field of Buildings (Building Construction), in joint venture with local contractor classified by (GTD) in the field of Electro-Mechanical & Renewable Energy, specialized in Electro-Mechanical & Renewable Energy as first or Second grade. A participation of more than two companies is not allowed for the bid.

Or

- c- International contracting companies with the same classification mentioned above, they must form Joint Ventures with local contractors, and must provide evidence that their own classification in their original countries is equivalent to GTD classification.

- JV members shall provide a preliminary JV agreement form signed by both parties.
- The lead member of any JV must be a local contractor, and must be in the specialty of building construction
- In the case of joint venture between two contractors having the same classification as in clause (a) above, one of the contractors should nominate himself as a "Building Contractor" (the leader of the joint venture) and the other as an "Electro-Mechanical Contractor".
- The maximum number of companies within a Joint venture being two. JV members shall provide a preliminary JV agreement form signed by both parties.
- No company is allowed to participate in more than one JV agreement.
- If one member of a JV withdraws before Contract award the entire bid of this JV will be disqualified and the Bid Security shall be confiscated.
- The PV works may be undertaken using a sub-contractor.
- Bidding will be conducted by means of National Competitive Bidding procedure however, In-

ternational Bidders shall not be excluded from participation and according to a qualification procedure, as detailed in the KfW Guidelines for the Procurement of Consulting Services, Works, Plants, Goods a Non-Consulting Services in Financial Cooperation with Partner Countries ("KfW Guidelines 2019"¹).

1- Description of the Main Works: The project consists of construction of new schools including classrooms, laboratories, kindergarten, multipurpose hall, mechanical, electrical, water and sewerage installations, photovoltaic Net-Zero system, etc. and site works for the school packages as shown in the Tender Documents. The schools are:

Package 1/SCP/2020:

- School No: 1 – Al Nahda Secondary Mixed School – Ramtha (coordinates: 32.561129, 35.993439)

The project consists of a 1 basement and 3 floors building with a total approximate area of 5,704 m² in addition to the site works as deemed in the drawings and BoQs.

Package 2/SCP/2020:

- School No: 2 – Howwara Secondary Mixed School – Irbid (coordinates: 32.523649, 35.910444)

The project consists of 3 floors building with a total approximate area of 4,015 m² in addition to the site works as deemed in the specifications, drawings and BoQs.

- School No: 17 – Hakama Secondary Mixed School – Irbid (coordinates: 32.590325, 35.877480)

The project consists of 4 floors building with a total approximate area of 5,237 m² in addition to the site works as deemed in the specifications, drawings and BoQs.

Package 3/SCP/2020:

- School No: 18 – Hai Al Dobbat Secondary Mixed School – Al Mafraq (coordinates: 32.346557, 36.208547)

The project consists of 3 floors building with a total approximate area of 5,388 m² in addition to the site works as deemed in the specifications, drawings and BoQs

Package	School Name	Gov- er- norate	Site Visits Date & Time	Non-refundable Fees for pur- chasing Bid (JOD)	Amount of Bid Security (JOD)	Submission Date & Time
1/SCP/2020	Al Nahda Sec- ondary Mixed School	Irbid	Wednesday 15 th September 2021 at 11.30 hours	400	65,000	12.00 hours Tuesday 5 th October 2021
2/SCP/2020	Howwara Sec- ondary Mixed School	Irbid	Wednesday 15 th September 2021 at 10.15 hours	400	112,000	12.00 hours Wednesday 6 th October 2021
	Hakama Sec- ondary Mixed School	Irbid	Wednesday 15 th September 2021 at 10.30 hours			

¹ https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf

3/SCP/2020	Hai al Dobbat Secondary Mixed School	Mafrag	Wednesday 15 th September 2021 at 13.00 hours	400	65,000	12.00 hours Thursday 7 th October 2021
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2- Purchase of Documents: Tender Documents can be purchased in cash only at the address below starting from Sunday 5th September 2021, for a non-refundable fee shown in above table by the Bidder's authorized representative with a certified and valid copy of its classification certificate and a copy of the invitation letter.

Ministry of Public Works and Housing

5th Floor – SCP Tenders Hall, Room No. 521 (B wing)

SCP – Special Tendering Committee

8th Circle – King Abdallah II Street – Amman, Jordan

Tel.: (962-6) 585-8311/2509

Email: KfW.special@mpwh.gov.jo

Website: www.mpwh.gov.jo

The last day for purchasing the documents is on Tuesday 14th September at 12.30 hours Jordanian local time.

3- Site Visits: Site visits for Bidders that purchase the Tender Documents are scheduled as per the table above. Bidders shall meet at Qasabat Irbid Directorate offices at 10.00 hours for Howwara and Hakama Schools, at Ramtha Directorate offices at 11.15 hours for Al Nahda School and at Qasabat Al Mafrag Directorate offices at 12.45 hours for Hai Al Dobbat School. Bidders have to conduct the full inspection of the sites at their own time and cost. All bidders should coordinate with Eng. Khaled Al Okoush at MPWH (Tel. 079 559 7396).

4- Pre-Bid Meeting: A Pre-Bid Meeting – inquiries and clarifications session will be held at MPWH at 10:00 a.m. Jordan local time at the above address on Thursday 16th September 2021. Bidders may be requested to participate remotely. Details on how to participate remotely will be provided to all Bidders purchasing Tender Documents.

All Bidders that purchased the Tender Documents are strongly encouraged to participate. Raised inquiries during the Pre-bid Meeting and their clarifications will be included in the minutes of the meeting and distributed to all Tenderers as an addendum.

5- Inquiries: Any inquiry regarding the Tender Documents shall be addressed in writing to the chairman of the Special Tendering Committee delivered by hand or by e-mail to the above address no later than Sunday 19th September 2021 by 15.30 hours. Responses to inquiries will be issued on the website of MPWH.

No inquiries will be responded to after the said date. Written responses will be issued on above mentioned website, and the bidders bear full responsibility to be informed on all issued addenda. By submitting the bid, Bidder acknowledges having reviewed the relevant website and is aware of the contents of the tender documents including all issued addenda.

6- Bid Security: All Bids must be accompanied by a Bid Security, where bid and security shall be valid for a minimum of 162 (i.e. 120 + 42) days from the submission date. This Bid Security shall be in the form of an unconditional bank guarantee in original form to the name of H.E. Minister of Public Works and Housing in addition to his post in the amount specified in the table above.

If a Bidder wants to bid for more than one package, it shall be sufficient to provide one bid guarantee for the amount of the highest Bid security of the Packages he is bidding for. The original bid security shall be provided in Envelope 1 of the first Package, with copies of the same provided in the submittal of the other packages he is bidding for but will only be awarded one Package Awarding of the three contracts shall be in accordance with the harmonic equation (معادلة توفيقية) to ensure

the Employer's best interest. Any Bid not accompanied by an enforceable and compliant Bid Security will be rejected by the STC. Certified checks will not be accepted.

7- Submittal of Bids: The Documents to be submitted are as follows:

One original and one copy as well as one soft copy (PDF) of all the documents shall be submitted. The digital copy of the Qualification documents shall be submitted with Envelope 2. The digital copy of the Technical and Financial Proposal shall be submitted with Envelope 4. The digital copy of the priced Bill of Quantities shall be submitted as both in PDF and Excel.

Bids shall be submitted as one sealed package consisting of the following sealed envelopes:

- Envelope 1: Original Bid Security or copy of the same in case of submitting bids for more than one package
- Envelope 2: Qualification Documents.
- Envelope 3: Technical Proposal.
- Envelope 4: Financial Proposal.

All four envelopes must be sealed and inserted within the main package. Every envelope within the package shall be clearly marked with the number and name of the envelope followed by the name and number of the tender assignment, and the name of the bidder. The Financial Proposal shall be endorsed: Confidential.

Bidders shall note that it is NOT necessary to submit a stamped and signed copy of the original bid documents with their bid.

The full package shall be labelled: Tender Documents for Special Tender No. 1/SCP/2020 for "School Construction Programme" followed by name of contractor and addressed to the Chairman of the Special Tendering Committee. The cover of the main package shall also include a photocopy of the Bid Security.

The Employer will not be responsible for lost and/or undelivered documents sent by mail, courier or similar means.

Bidders are required to complete and submit the Tender Documents listed under Instructions to Bidders – ITB 11 in an original, one copy and one soft copy (PDF). Bids must be submitted in accordance with the Tender Documents, before 12:00 hours, Jordan local time to the MPWH, at the address shown above. No Bids shall be accepted after this time. Submission and bids opening dates are shown in above table.

The First Public Sessions will take place at 14:00 hours on the same days of Tender Submission as per above table. Envelopes 1 and 2, the Bid Security and Qualification Documents, will be publicly opened in the presence of the Bidders or their representatives. Bidders may be asked to participate remotely.

8- Responsiveness Criteria: The bid security and Qualification Documents that shall be examined for completeness and fulfilment of the responsiveness of criteria specified in ITB 26.1 are as follows:

Responsiveness Criteria	
1.	Bid Guarantee
2.	Declaration of Undertaking (ITB 11.1 (a) (ii))
3.	Financial Capability Statements and supporting documentation (ITB 11.1 (a) (iii); Section IV, Form FIN-3.1)
4.	Letter of Qualification (ITB 11.1 (a)(i))

- | |
|---|
| 5. Power(s) of Attorney authorizing the representative of the Bidder (ITB 11.1 (a)(i)) |
| 6. If the Bidder is an association, either proof of the existing Association Agreement or a Declaration of Association (ITB 11.1 (a) (iii)) |

The qualification will be later evaluated according to the criteria specified under ITB 26.

During to the Second Public Session, those Bidders who have been qualified will be informed by the Employer of the date, time and place of the second public session for the opening of the qualified Bids. Bidders may be allowed to participate remotely. Only the Bids of those Bidders who have fulfilled the qualification criteria will be opened in the second public session, while the rest shall be returned to disqualified bidders unopened.

9- COVID-19 Health and Safety Precautions: In order to comply with COVID-19 Health and Safety precautions, all Site Visits, Pre-Bid Meetings and Public Sessions shall be conducted strictly in accordance with Government of Jordan and KfW guidelines. The use of face mask and social distance is mandatory. Note for Pre-Bid Meetings and Public Sessions Bidders may be asked to participate remotely only.

10 – Taxes and Customs: The Contractor and its sub-contractors shall be responsible for meeting all tax liabilities and public duties in connection with the Contract in terms of applicable law in and outside of the Employer's country (or it will be exempted through an official letter at a later date) except for sales taxes and customs duties (including customs duties for temporary imports) which will be reimbursed by the responsible line Ministry of Education within a period of 30 days after certification by the respective authority.

An official letter from the Ministry of Education committing them to reimburse all customs duties and sales taxes is attached to "Volume 1 – Part 1 Bidding Procedures".

The Contractor's Financial Proposal shall be calculated exclusive of any sales tax and customs duties, with sales tax listed separately for information only. All other taxes, duties, levies and fees payable by the Contractor and its sub-contractors inside and outside the Employer's country shall be included in their overheads and reflected in the unit prices.

11- General Notes: The Employer's STC (Special Tendering Committee) has the right to cancel the tender without giving reasons and without incurring any financial or legal liabilities to Bidders.

Issuance of this Invitation to Tender does not in any way obligate the Government of Jordan or KfW to award a contract nor does it commit the Government of Jordan or KfW to pay for the cost incurred in preparation and submission of this Tender.

12- His Excellency the Minister of Public Works and Housing is the authorized signatory for these contracts. Awarding of any tender package requires compliance with all KfW procurement requirements specified in the Tender Documents and subject to KfW review and non-objection.

13- Contracts 1/SCP/2020, 2/SCP/2020 and 3/SCP/2020 are being retendered with revised Qualification requirements. Companies that previously submitted bids are strongly encouraged to submit new bids.

End of Invitation to Tender

STRUCTURE OF TENDER DOCUMENTS

The Tender documents, which is subdivided into three Parts, ten Sections and four Volumes as follows:

[illegible]

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. GENERAL

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|-------------------------------------|--|
| 1. Scope of Bid | <p>1.1 In connection with the Invitation for Bids specified in the Qualification and Bid Data Sheet (QBDS), the Employer, as specified in the QBDS, issues these Bidding Documents ("Bidding Documents") to Bidders ("Bidders") interested in submitting bids ("Bids") for the Works described in Section VII, Works Requirements. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are listed in the QBDS. The National Competitive Bidding ("NCB") however, International Bidders shall not be excluded from participation and according to a qualification procedure, as detailed in the KfW Guidelines for the Procurement of Consulting Services, Works, Plants, Goods a Non-Consulting Services in Financial Cooperation with Partner Countries ("KfW Guidelines 2019"²). The number corresponding to this bidding process is also provided in the QBDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (a) The term "in writing" means communicated in written form and delivered against receipt; (b) Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) "Day" means calendar day. |
| 2. Source of Funds | <p>2.1 The Employer as indicated in the QBDS has applied or received financing (hereinafter called "funds") from KfW Development Bank (hereinafter called "KfW") towards the cost of the project named in the QBDS. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this bidding process.</p> |
| 3. Corrupt and Fraudulent Practices | <p>3.1 KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.</p> |

² https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a government-owned entity — subject to ITB 4.3 — or a combination of such entities in the form of a joint venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement, in accordance with ITB 11.2. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Bidder shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Bidder is a JV, during bidding and contract execution (in the event the Bidder is awarded the Contract). Unless specified in the **QBDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this procurement process, if the Bidder:

- (a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) Receives or has received any direct or indirect subsidy from another Bidder; or
- (c) Has the same legal representative as another Bidder; or
- (d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) Participates in more than one bid in this bidding process, both as an individual firm and as a JV member. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one Bid; or
- (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
- (h) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the funds) who:
 - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the KfW throughout the procurement process and execution of the contract.

4.3 The KfW's eligibility criteria to bid are described in Section V,

Eligibility Criteria.

- 4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.5 This bidding is open only to eligible Bidders, who will be subject to qualification.
- 4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as specified in ITB 17.1 or as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. CONTENTS OF QUALIFICATION AND BIDDING DOCUMENTS

- 6. Sections of Qualification and Bidding Documents**
- 6.1 The Qualification and Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART 1 Qualification and Bidding Procedures**
- (a) Section I. Instructions to Bidders (ITB);
- (b) Section II. Qualification and Bid Data Sheet (QBDS);
- (c) Section III. Qualification and Evaluation Criteria;
- (d) Section IV. Qualification and Bidding Forms;
- (e) Section V. Eligibility Criteria;
- (f) Section VI. KfW Policy – Sanctionable Practice - Social and Environmental Responsibility;
- PART 2 Works Requirements**
- (g) Section VII. Works Requirements;
- PART 3 Conditions of Contract and Contract Forms**
- (h) Section VIII. General Conditions (GC);
- (i) Section IX. Particular Conditions (PC);
- (j) Section X. Contract Forms.
- 6.2 The Invitation for Bids issued by the Employer is not part of the Qualification and Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Qualification and Bidding Documents, responses to requests for clarification, minutes of the pre-Bid meeting (if any), or Addenda in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

7. Clarification of Qualification and Bidding Documents, Site Visit, Pre-Bid Meeting

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Qualification and Bidding Documents and to furnish with its Bid all information and documentation as is required by the Qualification and Bidding Documents.
- 7.1 A Bidder requiring any clarification of the Qualification and Bidding Documents shall contact the Employer in writing at the Employer's address specified in the **QBDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Qualification Documents and Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Qualification and Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so indicated in the **QBDS**, the Employer shall also promptly publish its response at the web page identified in the **QBDS**. Should the Employer deem it necessary to amend the Qualification and Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Qualification Document and Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified in the **QBDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 7.5 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Qualification and Bidding Documents in accordance with ITB 6.3. Any modification to the Qualification and Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Unless otherwise specified in the **QBDS** nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Qualification and Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Qualification and Bidding Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Qualification and Bidding Documents and shall be communicated in writing to all who have obtained the Qualification and Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the Addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an Addendum into account in preparing their Qualification Documents and Bids, the Employer may, at its discretion, extend the deadline for the submission of Qualification Documents and Bids in accordance with ITB 22.2

C. PREPARATION OF QUALIFICATION DOCUMENTS AND BIDS

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Qualification Document and Bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Qualification Document and Bid**
- 10.1 The Qualification Document and the Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the **QBDS**. Supporting documents and printed literature that are part of the Qualification Document and the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **QBDS**, in which case, for purposes of interpretation of the Qualification Document and the Bid, such translation shall govern.
- 11. Documents Comprising the Qualification Document and the Bid**
- 11.1 The Qualification Document and the Bid shall comprise the following:
- (a) QUALIFICATION DOCUMENT
- (i) Letter of Qualification, indicating the Bidder's name, address, telephone, fax and email. If the Bidder is an association, the Letter of Qualification shall also describe the

form of association and list the association members;

- (ii) Written confirmation authorizing the signatory of the Qualification Document and the Bid to commit the Bidder, in accordance with ITB 20.2 and authorizing the representative of the Bidder, designated in accordance with ITB 4.1 to submit the Qualification Document and Bid on behalf of the Bidder. If the Bidder is a JV, the authorization shall be provided by the Lead Member nominated in the JV Agreement or in the Declarations of Association, submitted in accordance with ITB 4.1. If the representative of the Bidder is the owner, member or director of the Bidder or the Bidder's Lead Member, if so nominated in accordance with ITB 4.1, an authorization shall not be necessary.
- (iii) Presentation of the Bidder (maximum 10 pages, no brochures). If the Bidder is a single entity, the Presentation shall describe the Bidder's type of entity, ownership structure and organisation chart, as well as its main business areas as they apply to the project. If the Bidder is a JV, the Presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV. Where the Bidder's qualifications to carry out the assignment have been acquired as a result of a merger or acquisition, the presentation must include a detailed business history of the Bidder.
- (iv) Statements and Declarations: False information provided in the following Statements and Declarations by the Bidder or in the case of a JV by any of the JV members shall lead to the exclusion of the Bidder from the tender process:
 - (I) If the Bidder is an existing JV, the Bidder shall submit a proof of the existing Association Agreement, indicating the Lead Member. If the Bidder is a JV, which the members intend to form for the purpose of executing the contract, each member of the association shall submit a Declaration of Association, indicating the Lead Member, in the format provided in Section IV, Qualification and Bidding Forms.
 - (II) Declaration of Undertaking in the format provided in Section IV, Qualification and Bidding Forms.
 - (III) Financial Capacity Statement in the format provided in Section IV, Qualification and Bidding Forms and supported by the Bidder's Balance Sheets and Profit and Loss Statements. If the Bidder is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All Balance Sheets and Profit and Loss Statements shall be certified by a reputable auditor.
 - (IV) List of project references in the format provided in Section IV, Qualification and Bidding Forms. Unless

otherwise stated in the **QBDS** the references shall be limited to a maximum of 10 projects carried out during the 5 years preceding the publication of these Bidding Documents. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Bidder.

- (V) List of Available Expertise and Human Resource Capacity in the format provided in Section IV, Qualification and Bidding Forms.
- (v) All Qualification forms and required attachments, provided in Section IV, Qualification Forms. If the Bidder is a single entity, in accordance with ITB 4.1, it should not include form ELI 1.2 in its Application.
- (vi) Any other document required in the **QBDS**.
- (b) BID
 - (i) Letter of Bid and the Bidding Forms in accordance with ITB 12;
 - (ii) Completed schedules as required, including Price Schedules, in accordance with ITB 12 and ITB 14 and as indicated in the **QBDS**;
 - (iii) Bid Security, in accordance with ITB 19.1;
 - (iv) Alternative Bids, if permissible in accordance with ITB 13;
 - (v) Technical Proposal in accordance with ITB 16;
 - (vi) Any other document required in the **QBDS**.
- 11.2 In addition to the requirements under ITB 11.1(a), Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Qualification, Declaration of Undertaking, Qualification Forms, Letter of Bid, Bidding Forms and Schedules
 - 12.1 The Letter of Qualification, the Declaration of Undertaking and the Qualification Forms shall be prepared using the relevant forms furnished in Section IV, Qualification and Bidding Forms. The Letter of Qualification and the Declaration of Undertaking must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.
 - 12.2 The Letter of Bid, the Bidding Forms and Schedules, including the Bill of Quantities for unit price contracts or the Schedule of Prices in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section IV, Qualification and Bidding Forms. The Letter of Bid must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be

filled in with the information requested.

13. Alternative Bids

- 13.1 Unless otherwise specified in the **QBDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **QBDS**, and the method of evaluation shall be included in Section III, Qualification and Evaluation Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Qualification and Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the Employer's design of the Bidding Documents shall be considered by the Employer.
- 13.4 When specified in the **QBDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in Section VII, Works Requirements. The methods for their evaluation shall be described in Section III, Qualification and Evaluation Criteria.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1, by filling in price(s) for all items of the Works, as identified in Section IV, Bidding Forms. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the highest price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid.
- 14.5 Unless otherwise specified in the **QBDS** and the Contract, the rate(s) and price(s) quoted by the Bidder are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed

indices and weightings.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

14.7 Unless otherwise specified in the **QBDS**, the Bid price shall estimate, as separate amounts, (a) import duties and (b) taxes, fees, levies and other charges, which shall apply, in terms of the Applicable Law, to the Contractor and its sub-Contractors, including their personnel, other than nationals or permanent residents in the Employer's country as of the date 28 days prior to the deadline for submission of Bids. Unless otherwise stated in the **QBDS**, the Contractor and its sub-Contractors are responsible for meeting all tax liabilities arising out of the Contract.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be as specified in the **QBDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidder

16. Documents Establishing the Qualifications of the Bidder

16.1 In accordance with Section III, Qualification and Evaluation Criteria, qualification applies as specified in ITB 4.5 and the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Qualification and Bidding Forms.

17. Documents Comprising the Technical Proposal

17.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, Schedules and any other information as stipulated in Section IV, Qualification and Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the Work requirements and the completion time.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the **QBDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for forty-two (42) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or per-

mitted to modify its Bid.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its Bid a Bid Security as specified in the **QBDS**, in original form and in the amount and currency specified in the **QBDS**.
- 19.2 Reserved.
- 19.3 The Bid Security shall be a demand guarantee in the form of an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company) from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. The Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The Bid Security shall be valid for forty-two (42) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.7 The Bid Security may be forfeited:
 - (a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) If the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 41; or
 - (ii) Furnish a Performance Security in accordance with ITB 42.
- 19.8 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original each of the Qualification Document and the Bid comprising the documents as described in ITB 11 and clearly mark them "Original." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "Alternative." In addition, the Bidder shall submit copies of the Qualification Document and the Bid, in the number specified in the **QBDS** and clearly mark them "Copy." In the event of any discrepancy between the original and the copies, the original

shall prevail.

- 20.2 The original and all copies of the Qualification Document and the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **QBDS** and shall be attached to the Qualification Document. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Qualification Document and the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Qualification Document and the Bid. If the person signing on behalf of the Bidder is the owner, member, or director of the Bidder, if the Bidder is a single entity, or of the Bidder's Lead Member, if the Bidder is a JV, as demonstrated in the Bidder's Application, then no authorization shall be required.
- 20.3 In case the Bidder is a JV, the Qualification Document and Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Qualification Document and Bid shall be signed by every member of the proposed JV.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Qualification Document and the Bid.

D. SUBMISSION AND OPENING OF QUALIFICATION DOCUMENTS AND BIDS

21. Sealing and Marking of Qualification Documents and Bids

- 21.1 The Qualification Document and the actual Bid are to be submitted simultaneously in two separate envelopes (two-envelope procedure).

(a) QUALIFICATION

The Bidder shall enclose the original and all copies of the Qualification Document in separate sealed envelopes, duly marking the envelopes as "Qualification - Original" and "Qualification - Copy."

These envelopes containing the original and the copies shall then be enclosed in one single envelope marked "Qualification".

(b) BID

The Bidder shall enclose the original and all copies of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "Bid - Original", "Bid - Alternative" and "Bid - Copy."

These envelopes containing the original and the copies shall then be enclosed in one single envelope marked "Bid".

- 21.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
 - (b) Be addressed to the Employer in accordance with ITB 22.1;
 - (c) Bear the specific identification of this bidding process specified in the **QBDS** 1.1; and
 - (d) Bear a warning not to open before the time and date for Qualification Document and Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Qualification Document and Bid.
- 22. Deadline for Submission of Qualification Documents and Bids**
- 22.1 Qualification Documents and Bids must be received by the Employer in accordance with the instructions, including the address and deadline, specified in the **QBDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Qualification Documents and Bids by amending the Qualification and Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Submissions**
- 23.1 The Employer shall not consider any Qualification Document and Bid that arrives after the deadline for submission of Qualification Documents and Bids, in accordance with ITB 22. Any Qualification Document and Bid received by the Employer after the deadline for submission of Qualification Documents and Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Qualification Document and Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding substitution or modification of the Qualification Document and Bid must accompany the respective written notice. All notices must be:
- (a) Prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution", "Modification"; and
 - (b) Received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Qualification Documents and Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Qualification Document and Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity

specified by the Bidder on the Letter of Bid or any extension thereof.

25. Opening of Qualification Documents and Bids

25.1 First Public Session

In the first public session, only the Bidders' Qualification Documents will be opened. Bids of qualified Bidders will be opened at the second public session as specified in ITB 25.7. Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25 all Qualification Documents received by the deadline (regardless of the number of Bids received), at the date, time and place specified in the **QBDS**, in public and in the presence of Bidders' designated representatives.

25.2 First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Qualification Documents and envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Qualification document and/or Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the Qualification Document opening. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Qualification Documents and/or Bid being substituted, and the substituted Qualification Document and/or Bid shall not be opened, but returned to the Bidder. No Qualification Document and/or Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the Qualification Document opening. Envelopes marked "Modification" shall be opened and read out with the corresponding Qualification Document and/or Bid. No Qualification Document and/or Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the Qualification Document opening. Only Qualification Documents that are opened and read out at Qualification Document opening shall be considered further.

25.3 In the first public session only the Qualification Documents will be opened and examined for completeness and fulfillment of the responsiveness criteria specified in ITB 26.1. The qualification will be evaluated according to the criteria specified under ITB 26.

25.4 The Employer shall prepare a record of the qualification opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; Power of Attorney, nominating the Bidder's authorized representative, and Declaration of Undertaking. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

25.5 The Employer shall notify all Bidders in writing of the names of those Bidders who have been qualified. In addition, those Bidders who have been disqualified will be informed separately.

25.6 Those Bidders who have been qualified will be informed by the Employer of the date, time and place of the second public session for the opening of the qualified Bids.

25.7 Second Public Session

Only the Bids of those Bidders who have fulfilled the qualification criteria will be opened in the second public session. The envelopes of the qualified Bidders shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a signed Letter of Bid and any other details as the Employer may consider appropriate. Only discounts and alternative Bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Schedules are to be initialled by a minimum of three representatives of the Employer attending bid opening. At Bid opening, the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, signed Letter of Bid, Power of Attorney, nominating the Bidder's authorized representative, and Declaration of Undertaking. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. EVALUATION OF QUALIFICATION DOCUMENTS

26. Qualification Responsiveness, Evaluation of Qualification

26.1 Qualification Responsiveness

The Employer shall reject a Bidder's qualification document that is not substantially responsive to the requirements of this bidding document. A Bidder's qualification document shall be considered as responsive if the following documents are submitted:

Responsiveness Criteria	
1.	Declaration of Undertaking (ITB 11.1 (a) (ii))
2.	Financial Capability Statements and supporting documentation (ITB 11.1 (a) (iii); Section IV, Form FIN-3.1)
3.	Letter of Qualification (ITB 11.1 (a)(i))
4.	Power(s) of Attorney authorizing the representative of the Bidder (ITB 11.1 (a)(i))

5. If the Bidder is an association, either proof of the existing Association Agreement or a Declaration of Association (ITB 11.1 (a) (iii))

26.2 Evaluation of Qualification

The Employer shall evaluate the qualifications of the responsive Bidders using the factors, methods, criteria, and requirements defined in Section III, Qualification and Evaluation Criteria, to evaluate the qualifications of the Bidders, and no other methods, criteria, or requirements shall be used.

- 26.3 Only the qualifications of the Bidder shall be considered. In particular, the qualifications of a parent or other affiliated company that is not party to the Bidder under a JV in accordance with ITB 4.1 shall not be considered.
- 26.4 In case of multiple contracts, Bidders should indicate in their Qualification Document the individual contracts in which they are interested. The Employer shall qualify each Bidder for the maximum combination of contracts for which the Bidder has thereby indicated its interest and for which the Bidder meets the appropriate aggregate requirements. The Qualification and Evaluation Criteria are mentioned in Section III.
- 26.5 The Employer shall assess the qualifications of the responsive Bidders in terms of the Eligibility and Qualification Criteria and methods set out in Section III, Qualification and Evaluation Criteria.
- 26.6 The Employer shall determine the fulfilment of minimum requirements on a pass/fail basis as per Section III, Qualification and Evaluation Criteria.
- 26.7 The Employer shall assign a numeric score to each of the sub-criteria, for which a maximum score is provided in accordance with ITB 26.5. All Sub-criteria Scores shall be summed to determine the Bidder's Qualification Score.
- 26.8 For the purposes of scoring individual Qualification Criteria in accordance with 26.6 the Employer shall apply the following qualitative approach:
- (a) 100% of the max. score: Outstanding, if the Qualification substantially exceeds the requirement in accordance with the respective sub-criterion. No errors or omissions are noted.
 - (b) 70% of the max. score: Above average, if the Qualification meets or marginally exceeds the requirement in accordance with the respective sub-criterion. Minor errors or omissions noted;
 - (c) 50% of the max. score: Average, if the Qualification marginally falls short of the requirement in accordance with the respective sub-criterion. Major errors or omissions noted;
 - (d) 30% of the max. score: Below average, if the Qualification substantially deviates from or indicates misunderstanding of the requirement in accordance with the re-

spective sub-criterion. Major errors or omissions are noted comprising the fulfilment of the sub-criterion;

- (e) 0 % of the max. score: Insufficient / Fail, if the Qualification does not meet the requirement at all in accordance with the respective sub-criterion, or does not provide any information regarding the requirement

26.9 A Bidder shall be considered qualified if:

- (a) its Qualification is considered responsive in accordance with ITB 26.1 and;
- (b) its Qualification has met the pass/fail requirements in accordance with ITB 26.6 and;
- (c) the Qualification scored at least 70 points out of 100 points in accordance with ITB 26.7.

F. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

27.1 Information relating to the examination, evaluation, and comparison of the Bids, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

27.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 30. Determination of Responsiveness**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.
- 30.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) If accepted, would:
 - (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section VII, Works Requirements have been met without any material deviation, reservation or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.
- 31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- 32. Correction of Arithmetical Errors**
- 32.1 Provided that the Bid is substantially responsive, the Employer

- rors** shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for admeasurement contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.
- 33. Conversion to Single Currency** 33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the **QBDS**.
- 34. Margin of Preference** 34.1 Unless otherwise specified in the **QBDS**, a margin of preference for domestic Bidders shall not apply.
- 35. Subcontractors** 35.1 Unless otherwise stated in the **QBDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer (nominated sub-contractors).
- 36. Evaluation of Bids** 36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 36.2 To evaluate a Bid, the Employer shall consider the following:
- (a) The Bid price, excluding Provisional Sums unless priced competitively and the provision, if any, for contingencies in the Schedules, but including Daywork items, where priced competitively;
 - (b) Price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
 - (c) Price adjustment due to missing items, missing rates, or discounts offered in accordance with ITB 14.2 and 14.4;
 - (d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
 - (e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 33;
 - (f) The additional evaluation factors as specified in Section III, Qualification and Evaluation Criteria.

- 36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 36.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Qualification and Evaluation Criteria.
- 36.5 If the Bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate, the Employer shall require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods, resources and schedule proposed. Notwithstanding the provisions of ITB 14.2 which shall not be applicable, if one or several inconsistencies are evidenced, the Bid shall be declared non-compliant and rejected. If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and after evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 37. Comparison of Bids** 37.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.
- 38. Employer's Right to Reject All Bids** 38.1 The Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

G. AWARD OF CONTRACT

- 39. Award Criteria** 39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose Bid has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the requirement for the Contractor to remedy any defects therein (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Subsequently, the Employer shall also notify all other Bidders of the results of the bidding.
- 40.2 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its Bid was not selected.

40.4 In exceptional circumstances, the Employer may need to communicate with the successful Bidder, established in terms of ITB 39.1, certain aspects of Contract performance prior to sending the Letter of Acceptance. Should such a need arise, this communication shall be limited to the following topics, as identified in the evaluation report,

- (a) coordination of mobilization timing;
- (b) coordination of actions or inputs involving the Employer and the Engineer;
- (c) technical alternatives offered by the successful Bidder.

Any such discussions and agreements as there shall occur between the Employer and the successful Bidder, (1) may not be interpreted as having the same legal effect as the Letter of Acceptance, (2) shall be summarized in Minutes, which shall be attached to the Letter of Acceptance.

41. Signing of Contract

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

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Section II. Qualification and Bid Data Sheet

A. Introduction	
ITB 1.1	The Employer is: Ministry of Public Works and Housing (MoPWH)
ITB 1.1	The name of the NCB is: Construction of Schools, Package 01: Al Nahda Secondary Mixed School in Irbid Governorate The identification number of the NCB is: Tender No. 1/SCP/2020 The number and identification of lots (contracts) comprising this NCB is: NOT APPLICABLE
ITB 2.1	The name of the Project is: School Construction Programme (SCP) EU No.: TF-MADAD/2018/T04.112 BMZ No.: 3020 00131
ITB 4.1	Maximum number of members in the JV shall be: 2 (TWO) Note that the PV works may be carried out by a sub-contractor
B. Qualification and Bidding Documents	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Chairman of the Special Tendering Committee SCP – Special Tendering Committee Address: 5 th Floor – SCP Tenders Hall, Room No. 521 (B wing) 8 th Circle, King Abdullah II St 380, Amman, Jordan Fax: not applicable Email: KfW.special@mpwh.gov.jo
ITB 7.1	Web page: www.mpwh.gov.jo
ITB 7.4	A Pre-Bid meeting shall take place at the following date, time and place: Date: Thursday 16 th September 2021 Time: 10.00 hours Place: Ministry of Public Works and Housing Ahl Al-Azm Hall ground floor 8th Circle, King Abdullah II St 380, Amman, Jordan Bidders may be asked to participate remotely only. A site visit conducted by the Employer shall be organised as stated in the Invitation to Tender.
ITB 8.2	Web page: www.mpwh.gov.jo
C. Preparation of Qualification Documents and Bids	
ITB 10.1	The language of the Qualification Document and the Bid is English. All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.

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ITB 11.1 (a) (vi)	<p>The Bidder shall submit with its Qualification Document the following additional documents:</p> <p>Contractor's registration in the Government Tenders Department (GTD) in the field of Buildings, in the specialty of Buildings Construction grades 1 or 2, who are also classified in the field of electromechanical, in the specialty of electro-mechanical and renewable energy grades 1 and 2.</p> <p>Interested International contracting companies must form Joint Ventures with local contractors with the same classification and must provide evidence that their own classification in their original countries is equivalent to GTD classification.</p> <p>If a contractor company does not have electro-mechanical classification, they can form a Joint Venture with an electro-mechanical company grade 1 or 2 classified by GTD, with the maximum number of companies within a Joint venture being two. JV members shall provide a preliminary JV agreement form signed by both parties.</p> <p>If Bidders intend to carry out the PV works through a sub-contractor they shall nominate the sub-contractor.</p>
ITB11.1 (b) (ii)	The following schedules shall be submitted with the Bid: BILL OF QUANTITIES
ITB 11.1 (b) (vi)	<p>The Bidder shall submit with its Bid the following additional documents: Proposed equipment and specifications for the following equipment:</p> <ul style="list-style-type: none"> - Elevator - HVAC / VRF main equipment - PV solar system
ITB 13.1	Alternative Bids shall not be permitted under ITB 13.2 / ITB 13.3 / ITB 13.4
ITB 14.5	The prices quoted by the Bidder shall be: fixed.
ITB 14.7	<p>The Contractor and its sub-contractors shall be responsible for meeting all tax liabilities and public duties in connection with the Contract in terms of applicable law in and outside of the Employer's country, except for sales taxes and customs duties (including customs duties for temporary imports) which will be reimbursed by the responsible line Ministry of Education within a period of 30 days after certification by the respective authority or exemption through an official letter at a later date.</p> <p>The Contractor's Financial Proposal shall be calculated exclusive of any sales tax and customs duties, with sales tax listed separately for information only. All other taxes, duties, levies and fees payable by the Contractor and its sub-contractors inside and outside the Employer's country shall be included in the overheads and reflected in their unit prices. Therefore sales taxes shall be priced separately in the Bill of Quantities for information only and listed separately in each request for payment.</p> <p>The customs duties and sales tax will be reimbursed in the certified actual amounts paid.</p> <p>An "official invoice" shall be stamped and certified by the relevant tax and customs authorities that the sales tax and customs duties have been paid.</p>
ITB 15.1	The currency of the Bid and the payment currency shall be in Jordanian Dinar (JOD).

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ITB 17	<p>The Technical Proposal shall include an environmental, social, health and safety (ESHS) Methodology meeting the requirements of the ESHS Specifications.</p> <p>The Bidder shall use the ESHS Methodology Form provided for this purpose in Section IV – Technical Proposal.</p> <p>A Bid not comprising an ESHS Methodology shall be rejected.</p>
ITB 18.1	The bid validity period shall be 120 days.
ITB 19.1	<p>The amount and currency of the Bid Security for this Package shall be: JOD 65,000.00</p> <p>If the Bidder wishes to participate in more than one package, the Bid Security shall be equivalent to the highest amount of the chosen bid packages as stated in the Invitation to tender.</p> <p>Note that under Clause ITB 19.3 the Bid Security shall be valid for forty two (42) days beyond the original validity period of the Bid of 120 days as shown in the ITB and QBDS 18.1.</p>
ITB 20.1	<p>In addition to one (1) original and one (1) copy (both must be signed stamped and with page numbering) of the Qualification Document and the Bid, the number of copies is: one (1) paper copies and one (1) digital copy (CD or flash drive).</p> <p>The digital copy of the Qualification documents shall be submitted with Envelope 2. The digital copy of the Technical and Financial Proposal shall be submitted with Envelope 4. The digital copy of the priced Bill of Quantities shall be submitted as both in PDF and Excel.</p>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: "A power of attorney established in the name of the signatory of the Bid. If the Bidder is a JV, the power of attorney shall be issued by the Lead Member of the JV."
D. Submission and Opening of Qualification Documents and Bids	
ITB 21	The submission of the Documents are as stated in the Invitation to Tender: "7 – Submittal of Bids".
ITB 22.1	<p>The One Original and One Copy and One soft copy (PDF) Qualification document and Bid shall be submitted not later than</p> <p>Date: Tuesday 5th October 2021</p> <p>Time: 12.00 hours local time</p> <p>at the following address, which shall be the controlling address for the purposes of the timely submission of the Bid:</p> <p>Ministry of Public Works and Housing</p> <p>Attention: Chairman of the Special Tendering Committee</p> <p>SCP – Special Tendering Committee</p> <p>Address: 5th Floor – SCP Tenders Hall, Room No. 521 (B wing)</p> <p>8th Circle, King Abdullah II St 380, Amman, Jordan</p>

ITB 25.1	<p>The Qualification Document opening (first public session) shall take place at: Ministry of Public Works and Housing SCP – Special Tendering Committee Address: 5th Floor – SCP Tenders Hall, Room No. 521 (B wing) 8th Circle, King Abdullah II St 380, Amman, Jordan Date: Tuesday 5th October 2021 Time: 14.00 hours local time Bidders may be asked to participate remotely only. No minimum number of Bids is required in order to proceed to bid opening.</p>
E. Evaluation of Qualification Documents	
ITB 26.1	The Employer shall reject a Bidder's qualification document that is not substantially responsive to the requirements of this bidding document (as specified in ITB 26.1)
ITB 26.2	The Employer shall evaluate the qualifications of the responsive Bidders using the factors, methods, criteria, and requirements defined in Section III, Evaluation and Qualification Criteria, to evaluate the qualifications of the Bidders, and no other methods, criteria, or requirements shall be used.
F. Evaluation and Comparison of Bids	
ITB 30	Compliance of the ESHS Methodology (as specified in QBDS 17) with the ESHS Specifications (Section VII - Works Requirements) shall be determined by using the method specified in Section III Clause 1.2. A Bid for which the ESHS Methodology is not substantially responsive (i.e. without material deviation, reservation or omission) shall be rejected.
ITB 33.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all Bid price(s) expressed in various currencies into a single currency is: Jordanian Dinar (JOD)</p> <p>The source of exchange rate shall be: Central Bank of Jordan</p> <p>The date for the exchange rate shall be seven (7) days prior to the date of deadline for Bid submission.</p>
ITB 34.1	A margin of preference shall not apply
ITB 35.1	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance (nominated subcontractors).
ITB 36.2	The evaluation of the Bid price referred to in point (a) shall be the Bid price without taxes and customs.

Section III. Qualification and Evaluation Criteria

This Section contains all the criteria that the Employer shall use to determine the qualification of Bidders and to evaluate the Bids. In accordance with ITB 26 and ITB 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Qualification and Bidding Forms.

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

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year;
- (b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 33.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1. Evaluation of Eligibility and Qualification

Eligible Jordanian contractors, and their partners/sub-contractors are those limited to Grade 1 or Grade 2, Building as per the classification of the Government Tender Department (GTD) in the Ministry of Public Works and Housing. Contractors must be classified in the Government Tenders Department in the field of Buildings, grades 1 and 2, who are also classified in the field of electro-mechanical and renewable energy grades 1 and 2. International contracting companies must form Joint Ventures with local contractors with the same classification mentioned here, and must provide evidence that their own classification in their original countries is equivalent to GTD classification. If a contractor company does not have electro-mechanical classification, they can form a Joint Venture with an electro-mechanical company grade 1 or 2 classified by GTD, with the maximum number of companies within a Joint venture being two.

The Definition of Jordanian Contractors Classified as Grade 1 or Grade 2 Buildings is according to the Ministry of Public Works and Housing regulations.

It is permitted to execute the PV works through a sub-contractor, any sub-contractor for PV works shall comply with all of the registrations and licences in the Technical Specifications. If Bidders intend to carry out the PV works through a sub-contractor they shall nominate the sub-contractor.

The following table contains all criteria and requirements the Bidders shall meet to be considered as eligible and qualified for the execution of the works:

Criteria		Requirements / Max. Scores				Documentation Requirements / Forms	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3 and in accordance with invitation letter.	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI-1.1, 1.2(a) and 1.2(b), with attachments	
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Qualification	
2. Historical Contract Non-Performance							
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Qualification	
	Pending Litigation	All pending litigation shall in total not represent more than one hundred per cent (100%) of the Bidder's net worth and shall be treated as resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	Form CON-2	
3. Financial Situation and Performance							
3.1	Financial Capabilities: Liquidity	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as JOD 1,000,000 (one million JOD) for the subject contract(s) net of the Bidders other commitments	Must meet requirement	Must meet requirement	N/A	Form FIN-3.1 with attachments and FIN-3.3 Forms must be filled, signed and stamped by Bidder's independent Financial Auditor	

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Criteria		Requirements / Max. Scores				Documentation Requirements / Forms	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
3.2	Financial Capabilities: Other Sources of Finance	(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. The Bidder shall present evidence of a line of credit or similar Bank support of a minimum of JOD 750,000 specifically for the Contract.	Must meet requirement	Must meet requirement	N/A	N/A	Forms FIN-3.1 and FIN-3.4 Forms must be filled, signed and stamped by Bidder's independent Financial Auditor
3.3	Financial Capabilities: Financial Position	(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the years 2015 to 2019 shall be submitted and must demonstrate the current soundness of the Bidder's financial position based on the following criteria: a) Liquidity ratio ≥ 1.0 $\frac{Current\ Assets}{Current\ Liabilities} \geq 1.0$ b) Indebtedness ratio $\leq 90\%$ $\frac{Total\ Liabilities * 100}{Total\ Assets} \leq 90\%$	Must meet requirement	Must meet requirement	N/A	The lead member of a JV must meet the requirement.	Form FIN-3.1 with attachments and FIN-3.3 Forms must be filled, signed and stamped by Bidder's independent Financial Auditor This requirement must be satisfied for the average of the 5 years.

Criteria		Requirements / Max. Scores				Documentation Requirements / Forms	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
3.4	Average Annual Construction Turnover	Minimum annual construction turnover of: <ul style="list-style-type: none">- JOD 8.0 million for Package 2- JOD 4.0 million for each of Packages 1 and 3 for the last 5 years, calculated as total certified annual payments received for contracts in progress and/or completed.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN-3.2 Forms must be filled, signed and stamped by Bidder's independent Financial Auditor.
4. Construction Experience							
4.1	General Construction Experience (Bidder)	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years, starting 1 st January 2015.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-4.1 Performance Certificates also required
4.1.1	General Construction Experience (Sub-Contractor MEP Works)	Experience under MEP Works contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years, starting 1 st January 2015.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form EXP-4.1 Performance Certificates also required
4.1.2	General Construction Experience (Sub-Contractor PV Works)	Experience under PV Works contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years, starting 1 st January 2015.	Must meet requirement May be met through use of a sub-contractor	Must meet requirement May be met through use of a sub-contractor	N/A	Must meet requirement May be met through use of a sub-contractor	Form EXP-4.1 Performance Certificates also required

Criteria		Requirements / Max. Scores				Documentation Requirements / Forms	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
4.2 (a)	Specific Construction & Contract Management Experience (Bidder)	Similar ³ contracts, satisfactorily and substantially ⁴ completed as a prime contractor, joint venture member ⁵ , management contractor or subcontractor between 1 st January 2011 and application submission deadline of minimum value JOD 3,000,000 (three million JOD) in a minimum of 2 number Construction building contracts. Each building of minimum height 3 storeys (including basement levels) and minimum total built up area 2,000 m2 of which one must be related to public/institutional buildings. Multiple buildings within a single contract will be considered to have met these requirements. Bidders may meet the requirements by submitting more than 2 buildings where each building satisfies at least two of the above three requirements.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP-4.2 New (within 1 year) Performance Certificates also required from Employer and any other certificates shall not be accepted

³ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

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

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

Criteria		Requirements / Max. Scores				Documentation Requirements / Forms	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
4.2.1(a)	Specific Construction & Contract Management Experience (Sub-Contractor MEP Works)	Similar ^[3] contracts, satisfactorily completed ^[4] as a prime contractor, joint venture member ^[5] , between 1 st January 2011 and application submission deadline. Bidders meeting the requirements of 4.2 (a) "Specific Construction and Contract Management Experience" shall be considered to have met this requirement, since the buildings listed in 4.2 (a) will all have MEP.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP-4.2 New (within 1 year) Performance Certificates also required from Employer and any other certificates shall not be accepted
4.2.2 (a)	Specific Construction & Contract Management Experience (Sub-Contractor PV Works)	Similar ^[3] contracts, satisfactorily completed ^[4] as a prime contractor, joint venture member ^[5] , between 1 st January 2011 and application submission deadline of either a minimum value JOD 50,000 (fifty thousand JOD) OR a minimum capacity of 70 kWp in a minimum of 2 number PV contracts related to public/institutional or commercial buildings.	Must meet requirement May be met through use of a sub-contractor	Must meet requirement May be met through use of a sub-contractor	N/A	N/A	Form EXP-4.2 New (within 1 year) Performance Certificates also required from Employer and any other certificates shall not be accepted
5. Environmental and Social and Health and Safety (ESHS) Experience and Capacity							
5.1	Certificates	Availability of a valid ISO certification as below or internationally and/or nationally recognized equivalent (equivalence to be demonstrated by the Bidder). Where Bidders have been assessed and passed but the certificates have not yet issued this may be acceptable.	Max. 6 points, 2 for each certificate	Must meet at least 1 out 3 Certificates	N/A	Must meet at least 1 out 3 Certificates	Form CER-5.1
		- Quality Management certificate ISO 9001	Max. 2 points				

Criteria		Requirements / Max. Scores					Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
5.2	Experience in Projects with significant ESHS Impact	- Environmental management certificate ISO 14001:2014	Max. 2 points				Form CER-5.1
		- Health and Safety certificate OHSAS 18001 or OHSAS ISO 45001:2018	Max. 2 points				Form CER-5.1
		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or subcontractor ⁶ on or after the first day of the calendar year during the period stipulated in 4.2(a) above, a minimum specific experience relating to the following ESHS requirements all of which could be achieved either in 1 single project, or multiple projects, within the last 5 years:	Max. 24 points	Max. 24 points ⁷	N/A	Must have executed at least 1 (one) contract demonstrating experience with the key ESHS requirements as listed in the Requirements column.	Form EXP-5.2
		- Contract(s) on donor funded projects with ESHS requirements 8 points Contracts with requirements to submit a H&S plan by the contractor 8 points - Contracts with requirements to submit an Environmental management plan by the contractor 8 points		Must have executed at least 1 (one) contract demonstrating experience with the key ESHS requirements as listed in the Requirements column.			

⁶ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

⁷ Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

Criteria		Requirements / Max. Scores					Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
5.3	Environmental Capacity	The Bidder must demonstrate that its business setup and operations meet the minimum requirements towards an effective environmental management system: The qualitative assessment of the Bidder's compliance will be carried out in terms of the scoring method described in ITB 26.8. The sub-criterion score will be calculated by adding the requirement scores.	Max. 10 points	Max. 10 points ⁸	N/A	N/A	Form ENV-5.3
5.4	Occupational Health and Safety Capacity	The Bidder must demonstrate that its business setup and operations meet the minimum requirements towards an effective health and safety management system	Max. 10 points	Max. 10 points ⁹	N/A	N/A	Form OHSAS-5.4
5.5	Socially Responsible Work Implementation	The Bidder must demonstrate a comprehensive understanding of the requirements regarding work site implementation and operation	Max. 20 points	Max. 20 points ¹⁰	N/A	N/A	Form LOC-5.5
5.6 (a)	ILO Core Labour Standards	Undertaking to fully respect the ILO Core Labour Standards in the Bidder's business practice	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Application Sub-mission Form (f) and form COC-5.6
5.6 (b)	Ethical business principles	The Bidder must demonstrate that its business setup and operations meet the minimum requirements towards ethical	Max. 10 points	Max. 10 ¹¹ points	N/A	N/A	Form COC-5.6

⁸ Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

⁹ Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

¹⁰ Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

¹¹ Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

Criteria		Requirements / Max. Scores				Documentation Requirements / Forms	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
		Business principles.					
5.7	ESHS and Construction Personnel	The Bidder must demonstrate that it has access to adequate candidates for the ESHS personnel profiles, listed in Section VII, Scope of Works. The candidates must fulfil the minimum specific profile requirements and the general requirements (if any). Combining several candidates to fulfil one candidate profile is not allowed. Providing multiple candidates for a single profile is allowed. An interview will be held with the proposed ESHS candidate at the Technical Evaluation stage Where a candidate is judged to be unacceptable the Bidder may be asked to replace this candidate.	Max. 20 points	Max. 20 points	N/A	N/A	
						PER-5.7	

Note: [For multiple contracts, specify financial and experience criteria for each contract]

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2. Domestic Preference

NOT APPLICABLE

3. Evaluation of Bids

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

3.1 Assessment of adequacy of Technical Proposal with Requirements

The assessment of the Technical Proposal submitted by a Bidder shall comprise (a) evaluation of the Bidder's plan to mobilize key equipment and key personnel to carry out the works, (b) construction method, (c) construction schedule and (d) sufficiently detailed supply sources, in accordance with requirements specified in Section VII, Works Requirements. A Bid not comprising Technical Proposal or a Bid for which the Technical Proposal is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

3.2 Assessment of adequacy of the Environmental, Social, Health and Safety (ESHS) Methodology

The ESHS Methodology submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements - ESHS Specifications. The Bidder shall use the ESHS Methodology Form provided for this purpose in Section IV, Bidding Forms - Technical Proposal. A Bid not comprising an ESHS Methodology or a Bid for which the ESHS Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

3.3 Multiple Contracts, if permitted under ITB 36.4, will be evaluated as follows: NOT APPLICABLE**3.4 Alternative Completion Times**, if permitted under ITB 13.2, will be evaluated as follows: NOT APPLICABLE**3.5 Technical alternatives**, if permitted under ITB 13.4, will be evaluated as follows: NOT APPLICABLE**3.6 Personnel**

The Bidder's personnel shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements – Personnel Requirements. The Bidder shall use the Forms PER-1 and PER-2 provided for this purpose in Section IV, Bidding Forms - Technical Proposal. A Bid not including proposed personnel or a Bid for which the proposed personnel is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

3.7 Equipment

The Bidder's equipment shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements – Equipment Requirements. The Bidder shall use the Form EQU provided for this purpose in Section IV, Bidding Forms - Technical Proposal. A Bid not including proposed equipment or a Bid for which the proposed equipment is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

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QUALIFICATION FORMS

Letter of Qualification

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

NCB No.: 1/SCP/2020

To: Ministry of Public Works and Housing (MoPWH)

We, the undersigned, apply to be qualified for the referenced NCB and declare that:

- (a) we have examined and have no reservations to the qualification documents, including Addenda No., issued in accordance with ITB Clause 8: *[insert the number and issuing date of each addenda]*;
- (b) we, including any subcontractors or suppliers for any part of the contract resulting from this qualification process, have nationalities from eligible countries, in accordance with ITB Sub-Clause 4.3: *[insert the nationality of the Bidder, and the nationality of each already identified subcontractor and supplier of related services, if applicable]*;
- (c) we, including any subcontractors or suppliers for any part of the contract resulting from this qualification do not have any conflict of interest, in accordance with ITB Sub-Clause 4.2;
- (d) we, including any subcontractors or suppliers for any part of the contract resulting from this qualification, have not been declared ineligible by KfW, and/or we are not subject to sanction from either Germany, the European Union or the United Nations in accordance with the lists of exclusion established by these institutions regarding fight against terrorism in accordance with ITB Sub-Clause 4.3;
- (e) *[we are not a government owned entity, or, we meet the requirements of ITB Sub-Clause 4.1]*;
- (f) we, including any major subcontractors and suppliers declare that we fully respect ILO Core Labour Standards in our business practice in accordance with ITB Sub-Clause 4.3 and Form COC-5.6;
- (g) we, in accordance with ITB Sub-Clause 35.1, plan to subcontract the following key activities and/or parts of the works: *[insert any of the key activities identified in Section III- 4.2 which the Bidder intends to subcontract]*;
- (h) we acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award without thereby incurring any liability to us;

Signed *[insert signature of the Bidder's representative, authorized in accordance with ITB4.1, whose name and capacity are shown below]*

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

In the Capacity of *[insert legal capacity of person signing the application]*

Duly authorized to sign the application for and on behalf of:

Bidder's Name *[insert full name of Bidder]*

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

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

Attachments:

Power of attorney, authorizing the Bidder's representative to act for and on behalf of the Bidder, in accordance with ITB 4.1.

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POWER OF ATTORNEY

for

Construction of Schools, Package 1 Al Nahda Secondary Mixed School, in Irbid Governorate

NCB No. 1/SCP/2020

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

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

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

Date

Place

Signature

Name

Position/Title

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Declaration of Undertaking

Construction of Schools, Package 1 Al Nahda Secondary Mixed School in Irbid Governorate, NCB No. 1/SCP/2020: ("Contract")¹²

To: Ministry of Public Works and Housing (MoPWH) - ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

¹² Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

¹³ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation¹⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

¹⁴ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹⁵: _____

Signature:

Dated:

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¹⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Form ELI-1.1 Bidder Information Form

Date: _____

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Bidder's name <i>[insert full name]</i>
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of constitution: <i>[indicate year of Constitution]</i>
Bidder's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Bidder's legal structure and ownership structure Legal structure: <i>[provide details]</i> Ownership structure: <i>[provide details of direct and indirect ownership]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. General Presentation of the Bidder (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.) 2. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: - Legal and financial autonomy - Operation under commercial law - Establishing that the Bidder is not a dependent agency of the Employer. 3. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

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Form ELI-1.2 (a) Bidder's JV Information Form

[The following table shall be filled by each member of a JV and, if applicable, by any specialized subcontractor]

Date: _____

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Each Bidder that is a JV Party and each nominated subcontractor in accordance with ITB 35 must submit this information.

Bidder name: <i>[insert full name]</i>
Bidder's JV Member's name: <i>[insert full name of Bidder's JV Member]</i>
Bidder's JV Member's country of registration: <i>[indicate country of registration]</i>
Bidder JV Member's year of constitution: <i>[indicate year of constitution]</i>
Bidder JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder JV Member's legal structure and ownership structure: Legal structure: <i>[provide details]</i> Ownership structure: <i>[provide details of direct and indirect ownership]</i>
Bidder JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. General Presentation of the Bidder JV Member (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.) 2. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.1. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITB 4.1 or Declaration of Association as per ELI 1.2(b). <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: - Legal and financial autonomy - Operation under commercial law - Establishing that the Bidder is not a dependent agency of the Employer. 3. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI-1.2 (b) Declaration of Association

[The following form shall be provided by each member of a Joint Venture and, if applicable, by any specialized subcontractor, nominated in accordance with ITB 35]

Date: _____

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

[Insert the names of the other JV Members here]

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

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

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

[Signature of the authorised representative of the Member]

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Form CON-2

Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

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

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Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2016 specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2016 specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and JOD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), JOD Equivalent (exchange rate)

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[insert year]	[insert amount]	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Employer: [insert full name]</p> <p>Address of Employer: [insert street/city/country]</p> <p>Matter in dispute: [indicate main issues in dispute]</p> <p>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</p> <p>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</p>	[insert amount]
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Form FIN-3.1

Financial Situation and Performance

[The following table shall be filled in for the Bidder and for each JV Member and to be signed and stamped by the Bidder and an independent financial auditor]

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

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

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1. Financial data

Type of Financial information in (currency)	Historic information for previous 5 (five) years, (amount in currency, currency, exchange rate, JOD equivalent)				
	Year 1 2015	Year 2 2016	Year 3 2017	Year 4 2018	Year 5 2019
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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2. Financial documents

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

- (a) reflect the financial situation of the Bidder, and not an affiliated entity (such as parent company or subsidiary).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹⁶ for the 5 (five) years required above; and complying with the requirements

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¹⁶ If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified.

Form FIN-3.2

Average Annual Construction Turnover

[The following table shall be filled in for the Bidder and for each member of a Joint Venture and to be signed and stamped by the Bidder and an independent financial auditor]

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

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

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Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	JOD equivalent
2015	<i>[insert amount and indicate currency]</i>		
2016			
2017			
2018			
2019			
		Average Annual Construction Turnover *	

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

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Form FIN-3.3

Sources of Finance

[The following table shall be filled in for the Bidder and all members combined in case of a Joint Venture]. Confirmation letters from Sources of Finance must be provided

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

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

Bidders shall provide evidence that there are Lines of Credit or other financial means from a Bank amounting to a **minimum of JOD 750,000 which is shown as being specifically available for this Contract**. This shall be either for a sole bidder or for a Joint Venture for the members combined.

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Form FIN-3.4

Current Contract Commitments / Works in Progress

[The following table shall be filled in for the Bidder and all members combined in case of a Joint Venture or Sub-Contractor for MEP and PV Works]

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full performance certificate has yet to be issued.

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

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Form EXP-4.1

General Construction Experience

[The following table shall be filled in for the Bidder and all members combined in case of a Joint Venture or Sub-Contractor for MEP and PV Works]. Performance Certificates must be provided

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

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

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

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

Form EXP-4.2 (a)

Specific Construction and Contract Management Experience

[The following table shall be filled in separately for contracts performed by the Bidder and all members combined in case of a Joint Venture or Sub-Contractor for MEP and PV Works] Performance Certificates must be provided

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

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

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

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Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Criterion 4.2 of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
4. Construction rate for key activities	<i>[insert yearly rates and items]</i>
5. Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Works]</i>

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Form EXP-4.2 (b) Construction Experience in Key Activities

[NOT APPLICABLE]

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

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

Subcontractor's Name¹⁷ (as per ITB 35): *[insert full name]*

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1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

Information				
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>		JOD <i>[insert exchange rate and total contract amount in JOD equivalent]</i>	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:	<i>[insert full name]</i>			

¹⁷ If applicable

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	Information
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
	<i>[insert response to inquiry indicated in left column]</i>

2. Key Activity No. Two

3. Key Activity No. Three

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Optional: Form EQP-4.3 Specific Construction Equipment

[The following table is optional and depending on the nature of the project, it shall be filled in for contracts performed by the Bidder or each member of a Joint Venture, and if so nominated in accordance with ITB 35, nominated sub-contractor]

Bidder's Legal Name: *[insert full name]*

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

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Description	Information
List of utilized specific construction equipment	<i>___ [based on the specific construction experience in Forms 4.2 (a or b) the Bidder shall provide a list of specific construction equipment, utilized for the execution of the works. The list shall not specify commonly used equipment (ordinary cement mixers or cranes, etc.) but specific equipment related to the specific characteristics of the project as per the form below. For each item one form.] ___</i>

Item number:	<i>___ [insert consecutive number] ___</i>
Denomination:	<i>___ [insert technical name of the item] ___</i>
Purpose:	<i>___ [describe the use of the item in relation to the specific work requirements of the project] ___</i>
Capacity / power rating / quantities, etc.	<i>___ [give details of the capacity / power rating / quantities in relation to the work description] ___</i>

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Form CER-5.1 Certification

Quality Management certificate ISO 9001

Environmental management certificate ISO 14001:2014

Health and Safety certificate OHSAS 18001 or OHSAS ISO 45001:2018

In this ESHS a level ② a **Quality Management certificate ISO 9001, an Environmental management certificate ISO 14001:2014 and a Health and Safety certificate OHSAS 18001 or OHSAS ISO 45001:2018** is requested from Applicants.

The following table shall be provided by the Applicant for each certificate.

Applicant's Legal Name: _____ Date: _____

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Description	Information
Identification of the certificate	_____ [insert full name of the certificate]
First award date	_____ [insert day, month, year of first certificate award]
Last update of the certificate	_____ [insert day, month, year of latest renewal, if any]
Issuers Name	_____ [insert full name]
Address	_____ [insert street / number / town or city / country]
Telephone/fax number	_____ [insert phone/fax no., incl. country & city area codes]
E-mail	_____ [insert e-mail address, if available]
Compliance with international standards	The certificate is ISO 9001 <input type="checkbox"/> Yes / <input type="checkbox"/> No ISO 14001:2004: <input type="checkbox"/> Yes / <input type="checkbox"/> No OHSAS 1800: <input type="checkbox"/> Yes / <input type="checkbox"/> No or OHSAS ISO 45001:2018
If no, proof of conformity with the international standard by the Applicant	The Applicant shall demonstrate the equivalency of their management systems with the international standards.

Maximum points attributed to above requirements: 6 (six) points. Two (2) points for each Certificate

Form ESHS EXP-5.2

Experience in Projects with significant ESHS Impact

[The following table shall be filled by the Bidder or in case of a JV the Lead Member Project references provided here should reflect the ESHS requirements as defined in Section III, 5. If the Bidder is required to demonstrate different ESHS aspects this should be shown separately in the sheet below or in a separate sheet.]

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

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

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ESHS Contract No.	Information			
<i>[Insert number] of [insert number of S&E contracts required as per Section III, 5.]</i>				
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		<i>JOD [insert Exchange rate and total contract amount in JOD equivalent]</i>	
If member in a JV or subcontractor, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in JOD equivalent]</i>	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, incl. country/city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

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ESHS Contract No. <i>[Insert number] of [insert number of ESHS contracts required as per Section II, 5.]</i>	Information and Documentation
1. ESHS Challenges	<i>[describe the ESHS challenges faced in project implementation, including indication of scales/size by reference, if applicable project E&S categorization as per development bank categorization]</i> <i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>
2. ESHS measures implemented	<i>[description of measures implemented, incl. supporting documentation, if available]</i> <i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>
3. ESHS knowhow transfer to local staff, local partners and subcontractors	<i>[description of know how transfer and capacity building measures implemented, incl. supporting documentation, if available]</i> <i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>

Maximum points attributed to above requirements: 24 (twenty-four) points

[Total points shall be distributed equally to the number of contract references as per requirement in Section III, Ch. 5.]

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Form ENV-5.3

Environmental Management Capacity

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

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

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

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	The Applicant shall demonstrate:	Information and Documentation	ESHS level
1	- the existence of an Environmental Policy	___ <i>[Provide relevant details of the Corporate Values or similar policy documents and declarations]</i> ___	2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of an Environmental Management System, incl. an adequate organisational set-up for definition, enforcement and monitoring.	___ <i>[Provide details of the organisational set-up and procedures for relevant issues within your company, for qualification details of relevant key staff see Form 5.6]</i> ___	2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- that all members of a JV, suppliers, subcontractors and temporary workforce a) are aware of and b) comply with the Environmental Management System.	___ <i>[Provide information on a) how awareness, know how transfer and enforcement is implemented to external partners b) nature, content and frequency of internal trainings to employees.]</i> ___	2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Maximum points attributed to above requirements: 10 (ten) points

[Total points shall be distributed to the individual requirements.]

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Form OHSAS-5.4

Occupational Health and Safety Capacity

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

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

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

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	The Applicant shall demonstrate:	Information	ESHS level
1	- the existence of an Occupational Health & Safety Policy	___ <i>[Provide a policy document and the index of the Occupational Health & Safety manual or other relevant documents and declarations]</i> ___	2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of management system, incl. an adequate organisational set-up for definition, enforcement and monitoring.	___ <i>[Provide details of the organisational set-up and procedures for health and safety issues within your company, for qualification details of relevant key staff see Form 5.6]</i> ___	2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Maximum points attributed to above requirements: 10 (ten) points

[Total points shall be distributed to the individual requirements]

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Form LOC-5.5

Socially Responsible Works Implementation

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

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

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

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	The Applicant shall demonstrate:	Documentation	ESHS level
1	- a strategy for staff and labour incl. recruitment of temporary workforce and local labour, worker grievance mechanism, etc.	___ <i>[Provide information and relevant documents, if any]</i> ___	②
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- a comprehensive strategy for ensuring public health and safety, including programs and procedures to combat the spread of communicable diseases (incl. HIV/AIDS).	___ <i>[Please provide supporting evidence, if any]</i> ___	②
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- a comprehensive strategy for staff accommodation, e.g. worksite camps, house rental, security, etc.	___ <i>[Provide information and relevant documents, if any]</i> ___	②
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- a comprehensive training strategy for transfer of ESHS knowhow to temporary workforce and subcontractors	___ <i>[Provide information and relevant documents, if any]</i> ___	②
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Maximum points attributed to above requirements: 20 (twenty) points

[Total points shall be distributed to the individual requirements.]

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Form COC-5.6

Ethical Business Principles

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

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

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

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	The Applicant shall demonstrate:	Documentation	ESHS level
1	- that ILO core labour standards ¹⁸ are fully respected in business operations by explicitly ticking the boxes.	Our business operations respect the core labour standards on: <ul style="list-style-type: none"> <input type="checkbox"/> Freedom of Association <input type="checkbox"/> Elimination of Forced Labour <input type="checkbox"/> Non-Discrimination <input type="checkbox"/> Abolishment of Child Labour 	Pass/fail 2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of a declaration on ethical business principles or similar declaration.	___ <i>[Provide written information and evidence on business principles (code of conduct, conflict of interest, bribery, corruption, bid-rigging, unfair competition, insider rules, confidentiality, money-laundering, etc.)]</i> ___	2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- the existence of an adequate organisational set-up to define, enforce and monitor the ethical business principles.	___ <i>[Provide details of the organisational set-up and staffing of the relevant department, for qualification details of relevant key staff see Form 5.6]</i> ___	2
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- that all members of a JV, suppliers (in particular those for major supply items), subcontractors and temporary work-	___ <i>[Provide information on a) how awareness, know how transfer and enforcement is implemented to external</i>	2

¹⁸ See relevant ILO conventions C087, C098, C029, C105, C100, C111, C138, C182. In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant / Bidder / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions.

	force a) are aware of and b) comply with these principles.	partners b) nature, content and frequency of internal trainings to employees.] __	
[insert brief description or, if applicable, short abstract of the documentation annexed]			

Maximum points attributed to above requirements 2 to 5, requirement 1 is pass / fail: 10 (ten) points

[Total points shall be distributed to the individual requirements.]

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Form PR-5.7

List of Available ESHS and Construction Personnel

Complete the list below to demonstrate the extent to which you have access (internally / externally) to ESHS and Construction expertise required for personnel profiles described in Section VII; Scope of Works. Resume of Proposed EHS Personnel to be provided as per Form PER 2.

The Employer reserves the right to interview any and/or all the proposed candidates prior to Contract award.

Name	Designation, in accordance with Section VII, Scope of Works	Education / Degree	Years of Professional Experience	Relationship with / Years within the Bidder ¹⁹	Country / Regional Experience	Relevant Project References (Description of project-related experience)	Languages

Maximum points attributed to above requirements: 20 (twenty) points

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¹⁹ For freelance experts (e.g. with retainer contracts or formal agreements) indicate "FE" and how long the expert has been associated with the Applicant. For sub-consultant staff indicate "Sub". Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff.

BIDDING FORMS

Letter of Bid

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]

Date: _____

NCB No. 1/SCP/2020,

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To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.4;
- (d) We offer to execute in conformity with the Bidding Documents the following Works: _____;
- (e) The total price of our Bid, excluding taxes and excluding any discounts offered in item (g) below is:
 - i) In case of only one lot, total price (excluding taxes) of the Bid _____
 - ii) In case of multiple lots, total price (excluding taxes) of each lot _____
 - iii) In case of multiple lots, total price (excluding taxes) of all lots (sum of all lots) _____
 - iv) In case of acceptance of [indicate any technical alternatives offered in accordance with ITB 13], total price (excluding taxes) _____
- (f) The amount of taxes and customs included in our Bid is: _____
- (g) The discounts offered and the methodology for their application are:
 - i) The discounts offered are: _____
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: _____
- (h) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (i) If our Bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (j) We are not participating, as a Bidder, in more than one Bid in this bidding process in accordance with ITB 4.2(e), other than alternative Bids submitted in accordance with ITB 13;
- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award without thereby incurring any liability to us;
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by a JV specify the name of the JV as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

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APPENDIX TO BID

Schedule of Adjustment Data

Not applicable

Summary of Payment Currencies

NOT APPLICABLE - All payments in Jordanian Dinars (JOD)

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SCHEDULES

The Contractor's rates and prices shall be calculated exclusive of any sales tax and customs duties, with sales tax listed separately for information only. All other taxes, duties, levies and fees payable by the Contractor and its sub-contractors inside and outside the Employer's country shall be included in the overheads and reflected in their unit prices. Therefore, sales taxes shall be priced separately in the Bill of Quantities, for information only, in accordance with ITB 14.7, as a separate amount. It shall be obligatory for Contractors to fill out the column on expected sales taxes. Information on applicable tax exemptions and reimbursement of customs duties and taxes is provided in Sub-Clause 14.1 (b) of the Particular Conditions of Contract.

The Schedules must be prepared in accordance with the currency alternative retained in QBDS – ITB 15.1. The Bills of Quantities have a separate column to show customs duties and sales taxes.

Preamble

1. The Bill of Quantities shall be read in conjunction with the Method of Measurement and Pricing Preambles, Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.
8. The method of measurement of completed work for payment shall be in accordance with the General Technical Specifications for Buildings Issued by Ministry of Public Works and Housing - 1996 - except as amended herein.

9. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
10. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

BILL OF QUANTITIES

Must be filled and submitted together with the Letter of Bid in a separate Envelope 4: Financial Proposal.

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TECHNICAL SCHEDULES (SCHEDULES OF PARTICULARS)

The Bidder shall submit with its Bid the following additional documents: Proposed equipment and specifications for the following equipment:

- Elevator
- HVAC / VRF main equipment
- PV solar system

Refer to "Section II. Qualification and Bid Data Sheet ITB 11.1 (b) (vi)" and to the requirements of the Technical Specifications.

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TECHNICAL PROPOSAL

- Environmental, Social, Health and Safety (ESHS) Methodology
- Site Organisation and Method Statement
- Construction Schedule
- Personnel proposed (forms PER-1 and PER-2)
- Equipment proposed (form EQU)

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Environmental, Social, Health and Safety (ESHS) Methodology

The Bidder shall provide an ESHS Methodology providing information on how the Bidder shall demonstrate how the ESHS requirements will be met (concept, training and inspections and reporting intervals) and meet those requirements and objectives, which are specified in Section VII, Works Requirements - ESHS Specifications.

The ESHS Methodology submitted shall be in the form of a preliminary draft of the Project Area Environmental and Social Management Plan (PA-ESMP), the content of which is detailed in Appendix 1 to ESHS Specifications.

Information should be provided on all items of the above-mentioned table of contents.

In order to address the highly sensitive ESHS issues highlighted during the project's environmental and social impact assessment, the ESHS Methodology shall provide detailed information on the management of the following items:

- (a) ESHS resources and facilities and ESHS monitoring organisation;
- (b) Project Areas description (base camps, quarries, borrow pits, storage areas);
- (c) Health & Safety on Project Areas;
- (d) Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors and local partners (transfer of knowledge);
- (e) Relations with stakeholders, information and consultation of local communities and authorities;
- (f) Traffic management;
- (g) Hazardous products;
- (h) Wastewater (effluents);
- (i) Protection of water resources;
- (j) Atmospheric emissions, noise and vibrations;
- (k) Waste management;
- (l) Biodiversity: protection of fauna and flora;
- (m) Site rehabilitation and revegetation;
- (n) Erosion and sedimentation;
- (o) Control of infectious and communicable diseases (HIV/AIDS, malaria...).
- (p) COVID-19 measures during construction

A Bid for which the ESHS Methodology is evaluated as non-substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

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Site Organisation and Method Statement

Each Bidder shall set out details of the Site Organisation and Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. As a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract;
- (b) Outline of the arrangements of the Bidder to manage coordination of Site access;
- (c) Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints;
- (d) Comments on logistics and traffic management *[as may be appropriate]*;
- (e) Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements; and
- (f) Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements.
- (g) Outline on the material and/or equipment to be proposed to be include as part of Works and Quality Standards
- (h) Outline on the Materials and Equipment Manufacturers Warranties for the proposed equipment for the Works and available services provides and/or spare parts readily available in Jordan.

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Construction Schedule

Each Bidder shall set out a detailed Program and Schedule for mobilisation and construction of the Works to be performed, including estimated starting and finishing dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to Works Requirements and shall address the following:

- (a) Details of the proposed schedule for obtaining permits that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications;
- (b) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path; and
- (c) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.

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PERSONNEL

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section III, Evaluation and Qualification Criteria.

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Form PER-2: Resume of Proposed Personnel

Name of Bidder		
Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

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Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

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BID SECURITY

Beneficiary: Ministry of Public Works and Housing (MoPWH)

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [Insert name and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of Schools Construction Project (SCP), "Package 1/SCP/2020 Al Nahda Secondary Mixed School in Irbid Governorate. [as per Invitation to Bid] ("the IFB").

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [Insert guarantee amount and currency in words and figures] upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form (the Bid Validity Period); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee shall expire not later than [Insert expiry date]²⁰.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of Jordan.

[As preferred option regarding guarantee rules insert²¹: This guarantee is subject to the Uniform Rule for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.]

Place, date

Guarantor's authorized signature(s)

²⁰Pursuant to ITB Clause 19.3 the guarantee must be valid for at least 42 days beyond the bid validity.

²¹In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of Jordan. Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

- 1 Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
- 2 Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
- 3 State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare mis procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to material-

ly impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation²² (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

²² In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

Ministry of Education Letter on Taxation

مدير دراسات الابنية
المهندسة سهر نبيل برقان



قراسل



وزارة التربية والتعليم

٤٩٢٥

Subject: Tender No. (1/2019KfW) for the preparation of studies, designs, tender documents and supervisions of the execution of the (18) schools in various sites within the Kingdom of Jordan funded through KfW for both Components, EU and FC and SCP I, II, III, IV, and SCL.

الرقم 49/170/23895
التاريخ 30/6/2021
الموافق

— Your excellency Minister of Public Works and Housing,

Reference is made to KfW's official letter (STIS) dated 25 May 2021 sent to His Excellency Minister of Finance and a copy to Minister of International Planning and International Cooperation, MoE:

1. is committed to bear (reimburse) all sales taxes incurred in the contracts financed within the project within a period of 30 days after the issuance of the respective invoice for the contractors after it is certified from the relevant authorities
2. will bear and pay any customs and duties related to the project directly to the contractor (reimburse) within 30 days of the respective invoice (to prevent any possible delay within the timeline of the construction phase).

All other taxes, duties, levies and fees payable by the Consultant (respectively Contractor), its Sub-consultants and Experts inside and outside the Employer's country shall be included in the overheads and reflected in the unit prices.

MoE and MoPWH, as the Project Execution Agency, shall explicitly specify that the tax sales, customs and duties shall be paid to the Consultant, supplier and construction companies as a separate part of the tender documents. This shall be for both Components, German Financial Cooperation (FC) and European Union (EU), and School Construction Programmes (SCP) including SCP I & II, SCP III & IV and School Construction Loan (SCL). This shall be the case if this Ministry (MoE) does not get a tax exemption from all Local taxes including sales tax, stamps, customs and duties that might be induced on the construction of the above mentioned Programmes.

Thank you for your cooperation,

Minister of Education

Prof. Dr. Mohammad Abu Qudais

Copies:

CC: SGs at MOE

CC: KfW office in Jordan

CC: Consultant Dorsch Offices at MoPWH

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