

JORDAN WATER COMPANY – MIYAHUNA LLC

C-T-24-0001-Z FARA Phase III

**Enhance Water Distribution and Monitoring to Reduce
the NRW at Zarqa City and Part of Russaifah**

2021

TENDER DOCUMENTS

Invitation to Tenderer

VOLUME I

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***TENDER: Enhance Water Distribution and
Monitoring to Reduce the NRW at Zarqa City and
Part of Russaifah
Contract No.: C-T-24-0001-Z FARA PHASE
III***

INVITATION TO TENDER

1. The Jordan Water Company L.L.C Miyahuna invites the Qualified Local Contractors classified by the GTD as Grade (1) in the field of water and wastewater and electromechanical (single or in Joint Venture), to tender for the project of the contract as detailed below.
2. The eligible Tenderers shall have an experience within the last 10 (Ten) years of similar works, the **similar works** defined as:

Supply and install water network project that includes all fittings, valves, and chambers with all accessories needs to be supplied and installed. The similar projects should include the installation of a pressure reducing valve and bulk meters, along with a monitoring and controlling system. The eligible Tenderers shall have a clean record for the past 5 (five) years in terms of contract termination, liquidation of guarantees, and delay in works exceeding 30% duration of the contract period and must not be blacklisted neither by the GTD in the water sector, nor by Miyahuna. Upon request, the Tenderer shall submit documentary evidence to proof this requirement.

3. Tender Documents, 1 hard copy and 1 soft copy, can be purchased from the Jordan Water Company L.L.C Miyahuna at the address noted below starting from (12/11/2023) for the non-refundable fee of (500) JDs per set. The method of payment will be **(cash)**. The document should be collected by an authorized representative. The last day for purchasing tender documents is **(at 02:30 pm on 14/12/2023)**.

Jordan Water Company L.L.C Miyahuna

The Procurement Manager

Jabel Hussein

P.O.Box 922918

Amman-11192, Jordan

Attn: Mr. Ahmad Lozi

alozi@miyahuna.com.jo

Tel: +962 6 5666111

Fax: +962 6 5680854

4. The Employer will organize a pre-tender meeting, **on Thursday 07/12/2023**, at the office of Miyahuna. The Employer may conduct a Site visit concurrently with the pre-tender meeting.
5. Site's visits are scheduled **for Wednesday 06/12/2023** From the Jordan Water Company L.L.C Miyahuna. Tenderers are responsible for their own transportation to the site.
6. Tenderers shall attempt to bid based on their financial and economic eligibility, experience, resource availability as well as quality of supplies offered according to the technical specifications.
7. Inquiries related to the tender documents shall be sent to the Jordan Water Company L.L.C Miyahuna, Procurement Manager, Mr. Ahmad Lozi via fax, preferably by email to the abovementioned address **before 07/12/2023** (incoming date). Tenderers are obliged to follow up the issuance of any addenda to the tender documents or answers to inquiries issued by Miyahuna official e-mail letter.
8. The scope of work comprises the supply and install of all required materials as well as the replacement Bulk Meters, Isolation Valves and Pressure reducing Valves for the DMA connection point where located in the distribution zones of the Zarqa and Rusafa Water Supply according to the supply zones which defined later in the Contract Document. The Contractor shall be fully responsible for providing all necessary materials for completion of the work in addition the replacement (dismantling , assembly and installation) of the PRV's and Bulk meters is under the Contractor responsibilities.
9. A Comprehensive proposal shall be submitted by the contractor with his technical offer in order to build Monitor system prepare the shop drawings for the equipment which shall be installed inside the chambers.

10. supply and install a monitoring system for all DMA connection point to monitor the inlet/outlet pressure and inlet/outlet flow and the water quantities which measured by the Bulk meters, these data shall be readable and showed on a screen at Miyahuna offices (Zarqa).
11. The Contractor is responsible to supply and install all required instruments for the monitoring system with the programming work of the system in order to satisfy the functionality needed.
12. The contractor is responsible to supply and install Ductile iron pipe and High-density Polyethylene pipe with all required fittings and accessories and all required activities for connections the new pipes and disconnection of the existing pipe as per Miyahuna instructions will be under the Contractor responsibilities.
13. Supply and install isolation all required fittings and accessories to complete the work and project target, replacement (dismantling, assembly and installation) of the valves, Bulk meters and PRV's are under the Contractor responsibilities, in addition to any reinstalment work may be needed.
 - The contractor will be responsible for Supply, install and commissioning of electrical floaters to detect if there is a flood in the chamber.
 - The contractor is responsible to check the existing solution of main power supply which required operating all the instruments under this contract and to make any needed works to finish the works.

The bidder shall submit within his proposal a complete methodology describing the whole procedure for the supply, dismantling, assembly and installation for all equipment and software required to complete the tasks.

14. All tenders must be accompanied by a **Tender Security of JOD 45,000(forty-Five Thousand Jordanian Dinar) valid for 180 days (Six Months), starting from the submission date, 27/12/2023.** The original guarantee has to be attached to the original offer from the contractor (copies to the copies)

The tender must be delivered to:

Jordan Water Company L.L.C Miyahuna
The Procurement Manager
Jabel Hussein
P.O.Box 922918
Amman-11192, Jordan
Attn: Mr. Ahmad Lozi
alozi@miyahuna.com.jo
Tel: +962 6 5666111
Fax: +962 6 5680854

15. The Tenderer shall enclose Envelope No. 1 and Envelope No. 2 of the original in a sealed outer envelope marked" ORIGINAL" & Envelope No. 3 Tender Security The One envelopes that make up the One copy shall be placed in a sealed outer envelope marked" COPY". Both outer envelopes shall then be placed in an outer package strong enough to protect the contents during transport and handling.
16. No Tender received after **the submission date, 27/12/2023 shall** be accepted or considered by the Technical Evaluation Committee.

At **the submission date, 27/12/2023**, first the envelope No. 1 - Technical Offer, will be opened and a Technical Committee will evaluate the technical tenders. The Envelope No.2 - Financial Offer will be opened after the technical evaluation of only those tenderers found entirely administratively and technically responsive, in a separate meeting.

17. When submitting a Tender, the Tenderer is requested to advise the date and mode of dispatch. This, however, shall in no way limit the Tenderer's responsibility for the timely arrival of his Tender at the Employer's address as follows.

Jordan Water Company L.L.C Miyahuna

The Procurement Manager

Jabel Hussein

P.O.Box 922918

Amman-11192, Jordan

Attn: Mr. Ahmad Lozi

alozi@miyahuna.com.jo

Tel: +962 6 5666111

Fax: +962 6 5680854

18. The Employer will not be responsible for lost and/or undelivered documents sent by mail, Fax or similar means.
19. The Employer reserves the right to accept or reject any offer, and to annul the tender and cancel the procurement process at any time, without thereby incurring any liability to Bidders.
20. All information provided/submitted by the tenderers shall be accurate, correct and duly certified.

| # | Description | Date from | Date to |
|---|--|---|----------------------------------|
| 1 | Announcement | November 14 th , 2023 | |
| 2 | Receipt of Tender Documents by bidder as previously mentioned | November 14 th , 2023 | December 14 th , 2023 |
| 3 | Questions and Inquiries bidders about the Tender, which shall be addressed to the following email addresses: alozi@miyahuna.com.jo mmaayta@miyahuna.com.jo gqaddah@miyahuna.com.jo rzraikat@engicon.com | November 14 th , 2023 | December 7 th , 2023 |
| 4 | Site Visit (09:00 AM) | December 6 th , 2023 | |
| 5 | Pre bid meeting with Bidders at Miyahuna offices at the above-Mentioned address 9:00am | December 7 th , 2023 | |
| 6 | Answers to Items 3 above by Jordan Water Company (Miyahuna) and issuing addendum if needed. | December 12 th , 2023 | |
| 7 | Submission and Opening offers by bidders | December 27 th , 2023 From 09:00Am until 11:30Am max Jordan local time. | |

SECTION 1

INSTRUCTIONS TO TENDERERS

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A. GENERAL

1 Scope of Tender

- 1.1 The Jordan Water Company L.L.C. Miyahuna invite eligible local Contractors, classified by the GTD as Grade (1) in the field of water and wastewater and electromechanical (single or in Joint Venture), to tender for the performance of the contract:

“Enhance Water Distribution and Monitoring to Reduce the NRW at Zarqa City and Part of Russaifah , Contract No.: C-T-24-0001-Z FARA PHASE III

As defined in these tender documents, here in after referred to as the "Contract".

The Contractor shall be responsible for the supply of materials, the installation, completion, as well as the provision of all necessary supervision, labour, plant, materials, equipment and related services, of the "Works" of the Contract, which are described in the Technical Specifications, the Bill of Quantities and the Drawings for the **Enhance Water Distribution and Monitoring to Reduce the NRW at Zarqa City and Part of Russaifah**

- 1.2 The tender documents are for tendering purposes only. The Employer may modify any part of the tender documents during the tender period as stated in Section 10.1 below, or after the tender period and before the conclusion of a contract agreement.
- 1.3 Throughout these tender documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, etc.) are synonymous, and "day" means calendar day.

2 Eligible Tenderers

- 2.1 This invitation to Tender is open to Local Contractors of First Grade in the field of water and wastewater and electromechanical, registered with the Ministry of Public Works and Housing / Governmental Tender Directorate (GTD).

The eligible Tenderers shall have a clean record for the past 5 (five) years in terms of contract termination, liquidation of guarantees, and delay in works exceeding 30% duration of the contract period and must not be blacklisted neither by the GTD in the water sector nor by Miyahuna. Upon request, the Tenderer shall submit documentary evidence to proof this requirement.

3 Materials and Equipment

- 3.1
- a) The Tenderers shall complete the Compliance sheets of materials with country of origin/manufacturing place in the Letter of Submission.
 - (d) Materials offered must be of same brand and name filled in the fully detailed Compliance sheets for Materials in the Letter of Submission.
 - (e) Country of origin Refer **to USAID code #937.**
 - (f) Offers of materials from different manufacturers for the same item, a so called choice or alternatives for the Employer, are not permitted.
 - (h) The contractor shall submit with the technical offer all required data such as catalogue, certificates....etc.
 - (g) The Tenderer shall also attach to his tender documents following evidence for:
 - i. Conformity of materials with specifications and standards
 - ii. Non Toxic Certificates for materials used for water supply from third party inspection companies, approved by the GTD and Employer especially for ductile iron and HDPE pipes and DI fittings, rubbers and gaskets.
 - iii. Equipment details, age, condition, ownership, etc.
 - iv. Services satisfactory to the Employer based on previous use and experience.

h) 1- The Contractor shall ensure the details of the USAID shipping requirements, USAID financed cargoes must be transported on U.S.-flag vessels.

Transportation options are as follows:

- P1: the cargos are transported on a U.S.-flag vessels all the way to the receiving country.
- P2: the cargos are transported on a U.S.-flag vessel for part of the route to the receiving country.
- P3: the cargos are not transported on a U.S.-flag vessels any part of the route to the receiving country.

Incase P1 option is not available, the contractor shall provide supporting documents to prove that US Flag vessels are not available from three shipping companies at least. The contractor shall investigate the availability of P2 option and if not available, the contractor can ship on P3 option. However, before shipping on P2 or P3 options, the contractor shall liaise with the concerned utility to contact the USAID and request a waiver for the transportation.

4 Qualification for Award of Contract

4.1 To be qualified for award of the Contract, Tenderers shall provide evidence satisfactory to the Employer of their capability and the adequacy of their financial, technical and human resources to carry out the Contract effectively. Tenders shall include the following documents and information exactly in the sequence listed below in English or in Arabic:

- 4.1(a) Letter of Submission, signed and stamped
- 4.1(b) Tender Security (original Bid Bond in original Tender No. 1 and copies)
- 4.1(c) Written Power of Attorney of the signatory of the Tender to commit the Tenderer
And Delegation of Power if applicable
- 4.1(d) Declaration of Undertaking
- 4.1(e) List of Deviations and as per Section 27.2
- 4.1(f) Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of the each project, (all kinds of projects)
- 4.1(g) List for the turnover of the company for the last three (3) years (2020 , 2021, 2022) has to add by the contractor to the tender documents as per the audit reports.
- 4.1(h) Table of similar projects for the last 10 years
- 4.1(i) Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee on award of contract.
Evidence of access to lines of credit, availability of other financial resources, such as audit reports over the last three years.
- 4.1 (j) Final team schedule with attached CVs of all team members proposed for the Project as well as a letter of commitment signed by key staff and company
- 4.1 (I) Work schedule
- 4.1(k) Final detailed Method Statement
- 4.1 (s) Fully detailed Compliance sheets for Materials
- 4.1(n) Any addendum issued to the Tenderers (signed and stamped)

4.1(o) The remaining tender document parts shall be each page stamped and submitted separately to the technical tender in 1 original and 2 copies

4.1(p)

4.2 Tenders submitted by a joint venture of two firms define the JV as partners shall comply with the following requirements:

- (a) The Tender shall include all the information listed in Sub-Section 4.1 (a) to (h) above for each joint venture partner;
- (b) The Tender, and in case of a successful Tender, the Form of JV Agreement, shall be signed so as to be legally binding on all partners;
- (c) One of the partners shall be nominated as the lead firm; and this nomination shall be evidenced by a power of attorney signed by legally authorised signatories of all the partners;
- (d) The lead firm shall be authorised to assume liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payments by the Employer shall be done exclusively with the lead firm;
- (e) All partners of the joint venture shall be liable jointly and individually for the execution of the Contract in accordance with the Contract terms, and as stated in the Form of Tender and in the Form of Agreement (in case of a successful tender).

5 One Tender per Tenderer

5.1 Each Tenderer shall submit only one Tender either by himself, or as a partner in a joint venture. A Tenderer who submits or participates in more than one Tender will be disqualified.

6 Cost of Tendering

6.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

7 Site Visit

7.1 Anyone who wishes to participate in this Tender shall visit the Site of Work and become acquainted with it and shall obtain, by himself and at his own responsibility, all expenses of information required to submit his Bid, and to understand its nature, the circumstances pertaining to the project, all local customs, Work conditions and all other matters related to the Tender or those which affect the pricing of his Bid..

7.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liabilities 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.

7.3 The Employer may conduct a Site visit concurrently with the Pre-Tender Meeting referred to in Section 18.

B. TENDER DOCUMENTS

8 Contents of Tender Documents

8.1 The Tender documents are those stated below, and should be read in conjunction with any addendum issued in accordance with Section 10:

Volume I Invitation to Tender

Section 1

Instruction to Tenderers

Section 2 Forms to be submitted with Tender

Section 3 Declaration of Undertaking

Volume II General and Particular Conditions of Contract

Volume III Technical Specifications

Volume IV Preamble to the BoQ, Bills of Quantities and Detailed Datasheets for PRVs and Bulk meters Meters.

Volume V Drawings and data sheets

8.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Tender submission will be at the Tenderer's own risk. Pursuant to Section 27, tenders which are not substantially responsive to the requirements of the Tender documents will be rejected.

9 Clarification of Tender Documents

9.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by cable (hereinafter, the term "cable" is deemed to include e-mail and fax) at the Employer's address indicated in the Invitation to Tender. Copies of the Employer's response will be forwarded to all purchasers of the Tender documents, including a description of the enquiry but without disclosure of its source.

10 Amendment of Tender Documents

10.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Tender documents pursuant to Sub-Section 8.1, and shall be communicated in writing or by cable to all purchasers of the Tender documents. Prospective Tenderers shall acknowledge receipt of each addendum by cable to the Employer.

10.3 To afford prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with Section 21.

C. PREPARATION OF TENDERS

11 Language of Tender

11.1 The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Employer shall be written in the **ENGLISH**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are

accompanied by an accurate translation of the relevant pages in the above stated languages, in which case, for purposes of interpretation of the Tender, the English translation shall prevail.

12 Documents Comprising the Tender

12.1 The Tender submitted by the Tenderer shall comprise the following; The Letter of Submission; Form of Tender and Appendix to Tender; Declaration of Undertaking; Tender Security; List of Deviations; Team Schedule; Work Program; Method Statement; Schedule of Materials; Priced Bill of Quantities (BoQ); Information on eligibility and qualification as per Section 4, and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions to Tenderers and all the required as per Section No. 4.

The documents listed under Sections 8 of Sub-Section 8.1 shall be filled in without exception, subject to extensions thereof in the same format.

13 Tender Prices

13.1 The Contract shall be for the whole Works as described in Section 1 and 8 and Invitation to Tender, based on the schedule of unit rates and prices submitted by the Tenderer.

13.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bills of Quantities and Detailed Cost Breakdowns. Items for which no rate or price is entered by the Tenderer shall be deemed covered by the other rates and prices in the Bills of Quantities and when executed will not be paid for by the Employer.

13.3 The project is tax exempted. Tender prices shall be prices without all import fees, sales taxes and custom duties as per the attached exemption letter.

13.4 The contract is a unit price contract and the rates and prices quoted by the Tenderers are not subject to adjustment during the project period or any time extension.

14 Currencies of Tender and Payment

14.1 The unit rates and prices shall be quoted by the Tenderer in Jordanian Dinar (JOD) only.

15 Tender Validity

15.1 Tenders shall remain valid for a period of 150 calendar days after the date of Tender opening specified in Section 24.

15.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Tender security. A tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender security for the period of the extension, and in compliance with Section 16 in all aspects.

16 Tender Security

16.1 The Tenderer shall furnish as part of his Tender, a Tender security in amount of **JOD 45,000 (forty five thousand Jordanian Dinar) valid for 180 days, starting from the Tender opening**. The original guarantee has to be attached to the original offer from the contractor.

16.2 The format of the bank guarantee shall be in accordance with the sample form of Tender security included in Section 2.

16.3 Any Tender not accompanied by an acceptable Tender security shall be rejected by the Employer as non-responsive.

16.4 The Tender securities of unsuccessful Tenderers will be returned as promptly as possible, but not later than 30 days after the expiration of the period of Tender validity.

- 16.5 The Tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security, pursuant to Section 34.
- 16.6 The Tender security may be forfeited
- (a) If the Tenderer withdraws his Tender during the period of Tender validity;
 - (b) If the Tenderer does not accept the correction of his Tender price, pursuant to Sub-Section 28.2; or
 - (c) in the case of Award of Contract, if he fails within the specified time limit to
 - (i) Sign the Agreement, or
 - (ii) Furnish the required Performance Guarantee.

17 Alternative Proposals by Tenderers

- 17.1 Tenderers shall submit offers which comply with the requirements of the tender documents and with the basic technical design as indicated in the Drawings and Specifications. Alternatives by Tenderers will not be considered. The attention of Tenderers is drawn to the provisions of Section 27 regarding the rejection of Tenders which are not substantially responsive to the requirements of the Tender documents.

18 Pre-Tender Meeting

- 18.1 The Tenderer or his official representative is invited to attend a Pre-Tender Meeting which will launch at a place and date as mentioned in the Invitation to Tender.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The Tenderer is requested to submit any questions in writing or by cable, to reach the Employer as indicated in the Invitation to Tender.
- 18.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the Tender documents as an addendum to the contract. Any modification of the Tender documents listed in Sub-Section 8.1 which may become necessary as a result of the Pre-Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Section 10 and not through the minutes of the Pre-Tender Meeting only.
- 18.5 Non-attendance at the Pre-Tender Meeting will not be a cause for disqualification of a Tenderer.
- 18.6 The Tenderer shall submit a hard copy for his presentation.

19 Format and Signing of Tender

- 19.1 The Tenderer shall prepare for Employer ONE original and TWO copies of the documents comprising the tender as described in Section 12 of these Instructions to Tenderers, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancies between them, the original shall prevail.
- 19.2 The original and the copies of the Tender shall be typed or written in indelible ink (in the case of the copy, photo-copies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub-Sections 4.1 (a) or 4.2 (c), as the case may be. All pages of the Tender where entries or amendments have been made shall be initialed by the person or persons signing the Tender.
- 19.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 19.4 Each set of the Tender, the "ORIGINAL" and the "COPY", (2 copies) shall comprise TWO sealed envelopes marked as Envelope No. 1 and Envelope No. 2 as follows:

a) Envelope No. 1, named "Basic Documents" shall contain:

- The Letter of Submission, completed and signed by the tenderer,
- Tender Security (as indicated in the Invitation to Tender and under article 16 – Tender Security)
- Power of Attorney or Delegation of Power (if applicable),
- Declaration of Undertaking,
- List of Deviations and as per Section 27.2,
- Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of the each project, (all kinds of projects))
- Audit reports including list for the turnover of the company for the last three (3) years (2020, 2021, and 2022) shall be added to the tender documents by the contractor.
- Contractor's table of Reference of similar water projects in the last 10 years, included value and scope of work.
- Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee o award of contract.
- Evidence of Lines of Credit,
- Final Team Schedule inclusive CVs and letter of commitment,
- Final Outline Performance Work Program,
- Final detailed Method Statement for the project,
- Any addendum issued to the Tenderers,
- Remaining Tender Documents, material submittals, Etc.....
- Joint Venture Agreement (if applicable)
- Sub-Contractor Agreement (if applicable)

b) Envelope No. 2, named "Financial Tender" shall contain:

- The Bills of Quantities as priced and signed by the Tenderer
- The Form of Tender and Appendix to tender completed and signed by the Tenderer.

Envelope No. 1 of the "ORIGINAL" shall further include the remaining of the Tender documents stamped and initialled by the person or persons signing the Tender in confirmation of the Tenderer's acceptance of the specifications and the terms and conditions prescribed there in.

D. SUBMISSION OF TENDERS

20 Sealing and Marking of Tenders

20.1 The Tenderer shall enclose Envelope No. 1 and Envelope No. 2 of the original in a sealed outer envelope marked "ORIGINAL". The two envelopes that make up the two copies shall be placed in a sealed outer envelope marked "COPY". Both outer envelopes shall then be placed in an outer package strong enough to protect the contents during transport and handling.

20.2 The inner and outer envelopes and the outer package shall

(a) be addressed to the Jordan Water Company L.L.C Miyahuna at the following address:

Jordan Water Company L.L.C Miyahuna

The Procurement Manager

Jabel Hussein

P.O.Box 922918

Amman-11192, Jordan

Attn: Mr. Ahmad Lozi

alozi@miyahuna.com.jo

Tel: +962 6 5666111

Fax: +962 6 5680854

(b) and bear the following identification:

Tender for:

Enhance Water Distribution and Monitoring to Reduce the NRW at Zarqa City and Part of Russaifah CONTRACT No.: C-T-24-0001-Z FARA Phase III"

DO NOT OPEN BEFORE (time and date of tender opening)

20.3 In addition to the identification required in Sub-Section 20.2, the outer package shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to Section 22.

20.4 If the outer package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

21 Deadline for Submission of Tenders

21.1 Tenders must be received by the Employer at the address specified in Sub-Section 20.2 above no later than 11:30 o'clock a.m. local time, on the date mentioned in the Invitation to Tender.

21.2 The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Section 10, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

22 Late Tenders

22.1 Any Tender received after the deadline for submission of Tenders prescribed in Section 21 will be returned unopened to the Tenderer. Late tenders will be rejected and will not be evaluated.

23 Modification and Withdrawal of Tenders

- 23.1 The Tenderer's modification notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Section 20, with the outer and inner envelopes additionally marked "MODIFICATION".
- 23.2 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.
- 23.3 Withdrawal of a Tender after its submission and before the expiration of the period of Tender validity specified in the Form of Tender will result in the forfeiture of the Tender security pursuant to Section 16.

E. TENDER OPENING AND EVALUATION

24 Tender Opening

- 24.1 Miyahuna Tender Committee will open the Tenders, including modifications made pursuant to Section 23, at the time and date indicated in the Invitation to Tender, in the office of the Jordan Water Company L.L.C Miyahuna, address indicated in Sub-Section 20.2 (a), in the presence of Tenderers' representatives who choose to attend.
- 24.2 At the start of the technical Tender opening meeting, Miyahuna Tender Committee shall read the names of the Tenderers and open Envelope No. 1, technical offer, of each Tenderer and stamp and examine the documents included therein as prescribed above in Sub-Section 19.4.
- 24.4 Following the opening and evaluation of the technical submittals, the qualified Bidders who passed the technical evaluation will be invited at a date and venue to be announced to the opening of the financial offers. The unqualified bidders who failed the technical evaluation will be considered to be non-admissible and subsequently the Financial Offer will not be considered and returned unopened to the Tenderer.
- 24.5 The Tender Evaluation Committee shall prepare minutes of the Tender openings, technical and financial tender meeting, including the information disclosed to those present in accordance with Sub-Section 24.2 and 24.4.

25 Confidentiality

- 25.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially involved in such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions will result in the rejection of the Tenderer's Tender.

26 Clarification of Tenders

- 26.1 To assist in the examination, evaluation and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Section 28.

27 Examination of Tenders and Determination of Responsiveness

- 27.1 Prior to the detailed evaluation of Tenders, the Tender Evaluation Committee will determine whether each Tender:
- (i) meets the eligibility criteria;
 - (ii) Has been properly signed;
 - (iii) Is accompanied by the required securities;

(IV) is substantially responsive to the requirements of the Tender documents.

27.2 A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one

- (i) Which affects in any substantial way the scope, quality or performance of the Works;
- (ii) Which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract or
- (iii) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

28 Correction of Errors

28.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) If an error is found in the tender or a contradiction between the total sum of any value and what should this total sum be by applying to the unit price. The concerned Committee has the right to amend the total sum according to the application of the unit price; therefore, the total price or the total sum of the tender shall be amended accordingly.
- (b) If the stated figure in numbers differs from that stated in words, then the words shall be considered binding and the sum shall be corrected accordingly.
- (c) If there is any error in any arithmetical operations, the sum shall be corrected and this corrected sum shall be binding to the tenderer.
- (d) If the tenderer did not quote a price to or more than one item, the concerned committee has the right to either reject the tender or consider these not priced items as being included in the price of other items and the tenderer shall execute them (if awarded the tender) free of charge.
- (e) If the tenderer wrongly quotes a price to an item or in an exaggerated manner, the concerned committee has the right to:
 - 1. Reject the tender, or

Amend the prices with the tenderer's consent taking into consideration the current market price and the prices quoted by other tenderers (provided that the total sum of the tender remains after these amendments equal or less than the sum of the tender after the arithmetical check). 28.2 The amount stated in the Form of Tender as covering letter of the financial offer in envelope No. 1, will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer.

If the tenderer does not accept the corrected amount of Tender, his Tender will be rejected, and the Tender security will be forfeited in accordance with Sub-Section 16.6 (b).

29 Evaluation and Comparison of Tenders

29.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Section 27.

Verification of Tenders' responsiveness and eligibility at Tender opening

Envelope 1, Basic Documents, will be opened first and shall, according to Section 19.4 contain following in the exactly correct sequence:

- 4.1(a) Letter of Submission, signed and stamped
- 4.1(b) Tender Security (as indicated in the Invitation to Tender and under article 17 – Tender Security)
- 4.1(c) Written power of attorney of the signatory of the Tender to commit the Tenderer

And Delegation of Power if applicable

- 4.1(d) Declaration of Undertaking
- 4.1(e) List of Deviations and as per Section 27.2
- 4.1(f) Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of each project, (all kinds of projects)
- 4.1(g) List of the turnover for the company for the last three (3) years (2020, 2021, 2022) as per the audit reports.
Evidence of access to lines of credit, availability of other financial resources, such as audit reports over the last three years.
- 4.1(h) Table of similar projects for the last 10 years
- 4.1(i) Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee on award of contract.

- 4.1(j) Final Team Schedule with attached CVs of all Team Members proposed for the project as well as a letter of commitment signed by key staff and company.
- 4.1(k) Final Outline Performance Work Program and Final detailed Method Statement
- 4.1(l) Fully detailed Compliance sheets for Materials
- 4.1(n) Any addendum issued to the Tenderers (signed and stamped)
- 4.1(o) The remaining tender document parts shall be initialled page by page and stamped and submitted separately to the technical tender, too, in 1 original and 2 copies
- 4.1(p) one complete set of drawings in A3 format initialled and stamped
(All Drawings will be given As a soft copy and the bidder shall turn it to hard copy, the bidder shall bear the costs)

- 4.2(a) Joint Venture Agreement (if applicable)
- 4.2(b) Sub-Contractor Agreement (if applicable)

The offers are checked in regard to the requirements of the tender document by the Technical Evaluation Committee. No point will be given in this stage, only YES for present and NO for absent or insufficient or incorrect.

This is to confirm that the tender and other submissions are complete and contains all documentation, **the tenderer shall fulfilled and be fully responsive for the below requirement demonstrated in the schedule. If one minimum criterion is not fulfilled, the tenderer shall be considered as non-responsive and ineligible.**

| Steps | Article | Verification | Yes | No |
|-----------------------|----------|---|---------------------------------|--------------------------------|
| A | 4.1.(a) | Letter of submission, signed and stamped | <input type="checkbox"/> | <input type="checkbox"/> |
| B | 4.1. (b) | Tender security - validity for 180 days from submission date - original bank guarantee in original Tender | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 | 4.1 (c) | Power of Attorney, attached and signed | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | 4.1 (c) | Delegation of Power (If applicable) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | 4.1. (d) | Declaration of Undertaking, attached and signed | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | 4.1. (e) | List of Deviations and as per section 28.2 | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | 4.1. (f) | Current Commitment, list of ongoing projects of the company including total value of each project | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | 4.1. (g) | List for turnover of company for last three years (2020, 2021, 2022) | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | 4.1. (h) | Table for similar projects for the last 10 years | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | 4.1. (i) | Letter of the financial institution (or bank) issuing the Tender security agree therein to issue the Performance Guarantee in case of Award of the Contract | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 | 4.1. (j) | Final team schedule with attached CVs of all team members proposed for the Project as well as a letter of commitment signed by key staff and company | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | 4.1. (k) | Final Outline Performance Work Program | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | 4.1. (k) | Final detailed Method Statement for the Project | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | 4.1. (l) | Fully detailed Compliance sheets for Materials | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | 4.1. (n) | Any Addendum issued to the Tenderers (signed and stamped) | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | 4.1. (o) | Remaining Tender Documents attached in Envelope 1 of the Tender, signed and stamped as part of the Contract | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | 4.1. (p) | One complete set of drawings (A3 format) signed and stamped | <input type="checkbox"/> | <input type="checkbox"/> |
| 16 | 4.2.(a) | Present of Jont Venture statement (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | 4.2.(b) | Present of Sub-contractor proposal (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> |
| TENDER found ELIGIBLE | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

required. The following checks will be made, which refer to the articles of the Instructions to Tenderers:

1stPhase : Evaluation of the Technical Capability of Tenderers

The technical capability of each Tenderer will be evaluated on the basis of the information submitted in the Tender. All technical criteria need to be fulfilled and be fully responsive. If one minimum criterion is not

fulfilled, the tenderer shall be considered as non-responsive and disqualified from any further evaluation and consideration.

Points are distributed as follows with requirement of obtaining minimum points where stated:

Section one eligibility of the bidders (PASS or FAIL) :- shall be evaluated based on the above table, all bidders shall provide all the required documents accordingly.

Section two similar experience (30 MARKS): - The bidders shall have at least two similar projects in the past 10 years." - This means that potential bidders for the project are required to have experience in at least two projects that are similar in nature. These projects should have been completed within the past 10 years.

"The scope of these projects shall be with a water network of the same size as this project." - The similar projects that the bidders have worked on should involve water networks that are of the same size or scale as the current project. In other words, the bidders must have experience working on water network projects that are comparable in size.

"The similar projects shall consist of valves, PRV's (Pressure Reducing Valves), and bulk meters installation in addition to constructing a SCADA room in one of these projects." - The similar projects that bidders have completed should include specific elements, such as the installation of valves, PRV's, bulk meters, and the construction of a SCADA (Supervisory Control and Data Acquisition) room in at least one of these projects. This indicates that the bidders should have experience in various aspects of water network infrastructure, including control systems.

Section three (30 MARKS) :- the potential bidders shall provide these minimum key staff and experience according to the following table, the technical evaluation for the staff will be determined accordingly :-

| No. | Position | Quantities | Name | Qualifications | Years of Experience | Marks |
|-----|----------------------------|------------|------|----------------------------|---|-------------|
| 1 | Project Manager | 1 | | Civil/Mechanical Engineer | 20 years experience including 15 years experience in a similar project (the definition of Similar projects were illustrated in section two | 10 |
| 2 | Site Engineers | 2 | | Civil/Mechanical Engineer | At least 10 years experience in a similar project (the definition of Similar projects were illustrated in section two | 10 for both |
| 3 | Electromechanical Engineer | 1 | | Electromechanical Engineer | At least 10 years experience with 5 years experience at a project contains a SCADA system construction | 4 |

| | | | | | | |
|---|---------------------------|---|--|----------------------------|--|---|
| 4 | Office Engineer | 1 | | Any engineering discipline | At least 5 years experience at Construction project office. | 3 |
| 5 | Health and Safety Officer | 1 | | Any engineering discipline | At least 5 years experience within health and Safety in infrastructures projects | 3 |

Section Three Methodology of Work (10 MARKS):- the Contractor shall illustrate all these activities sequences, method statements and procedures for the following:-

- 1- Mobilization stage & Material submittals.
- 2- Shop drawings and survey.
- 3- Method Statement for dismantling the water network components (Valves, PRV's & Bulk meters).
- 4- Method Statement for assembly, connection and install a new the water network components (Valves, PRV's & Bulk meters).
- 5- Commissioning Procedures
- 6- Health and safety precautions and plans.

Section Four Material Submittals (30 MARK), all matriel will be evaluated according to the technical specifications and shall abide with USAID geographical Code 937

- 1- **Pressure Reducing Valves (PRV's) (10 MARKS)**
- 2- **Bulk Meters (10 MARKS)**
- 3- **Isolation Valves (5 MARKS)**
- 4- **Monitoring System (5 MARKS)**

Total number of points which may be awarded is 100 points and minimum required to be considered as technically capable and responsive is 80 points.

The criteria for evaluation of technical capability are:

5 points will be deducted for any contractor who received previous warning from Miyahuna, and 10 points deduction for contractors with more than two warnings.

1. Compliance sheets for Materials must be filled with the Specifications of each individual material item tendered, which must comply with the Specifications, Code (#937) Norms and Standards given in the Technical Specifications, Volume III. The contractor shall also attach catalogues for the material proposed with **selected items and specifications highlighted in the catalogue**, the technical evaluation team have the right to deduct points if the contractor didn't highlight the proposed item in the catalogue.

During execution on site, the contractor should stick to import the material from the manufacturer as mentioned in the relevant Compliance sheets; otherwise the material will be rejected on site.

An Outline Material Schedule (article 4.1(l)) which shall summarise Compliance sheets regards to Manufacturer, Country of Origin/manufacturing place and conform to which standard (must be signed and stamped).

- a. All Compliance sheets, article 4.1(l), must be filled, initialled and stamped. Points are given for each fully filled schedule if the specifications of the offered material correspond with the minimum Technical Specifications. Please note that options or alternative manufacturers in the Letter of Submission as well as Compliance sheets for Materials are not permitted.

For each unfilled Compliance sheet or only partly filled Compliance sheets 0 points will be given.

The Performance program, article 4.1(k), for the works tendered must be compliant with Period of Performance (see Volume I, Section 2, Sheet of Outline Performance Program) and the Method Statement, article 4.1(k), must comply with the scope and specifications in particular for this project. In the outline performance program and the method statement, the tenderer shall consider the following; mobilization, material supply, specified period, working district by district, teams, ... etc.

2ndPhase Selection of the Best Bidder

Tenderers determined to be administratively fully responsive and technically competent reflected by achievement requirements as described in the BOQ and preamble and technical specs and conditions. Their financial proposals (offers) will be opened and checked regarding arithmetical errors in computation and summation in accordance with Section 28 of the Instruction to Tenderers.

As a result of the above mentioned steps, the Tender who offered the lowest price for execution and within the budget available, shall be selected and recommended to the employer for Award of Contract.

- 29.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows:
 - (a) Making any correction for errors pursuant to Section 28;
 - (b) Making any adjustment for modifications pursuant to Section 23.
- 29.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- 29.4 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Section 34 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

F. AWARD OF CONTRACT

30 Award

- 30.1 Subject to Section 32, the Employer will award the Contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender documents and who **met** the technical requirements, provided that such Tenderer has been determined to be
- (i) Eligible in accordance with the provisions of Sub-Section 2.1;
 - (ii) qualified in accordance with the provisions of Section 4; and his prices are considered the **lowest**.
- 30.2 (a) No bidder shall contact the employer on any matter relating to its proposal, from the time of bid opening to the time of contract is awarded.
- (b) Any effort by a bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the tenderer's proposal.
- (c) The Employer has the right to request any additional documents and clarifications from the bidders during the evaluation phase and the bidders shall provide such documents within the date assigned by the employer. The tenderer who fails to submit such documents will be rejected and subsequently the Financial Offer will not be considered and returned unopened to the Tenderer.
- 30.2 The Tenderer with the Lowest Financial offer (Lowest Price) of the technically responsive offers will be invited for negotiation in order to award the contract.
- 30.3 If the Quantity of the Installation increased or decreased compared to the BOQ quantities – the Contractor has no right to change the unit rate or to claim more or additional costs.

31 Employer's Right to accept any Tender and to Reject any or all Tenders

- 31.1 Notwithstanding Section 30, the Employer reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

32 Notification of Award

- 32.1 Prior to expiration of the period of Tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by cable, confirmed by registered letter, that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 32.2 The notification of award will constitute the formation of the Contract.
- 32.3 Upon the furnishing by the successful Tenderer of a performance bank guarantee, pursuant to Section 34, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

33 Signing of Agreement

- 33.1 At the same time the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will send the Tenderer the Form of Agreement provided in the Tender

documents, incorporating all agreements between the parties or a contract signing ceremony will be organised by the Employer.

- 33.2 Within (14) days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer.

34 Performance Bank Guarantee and Stamp Duties

- 34.1 Within 14(fourteen) days of receipt of the notification of award from the Employer, as indicated in Section 32, the successful tenderer shall submit to the Employer a Performance Security in the form of a guarantee issued by a financial institution, approved by the Employer, in an amount of 10% (ten percent) of the Accepted Contract Amount in accordance with the Conditions of Particular Application (Volume II) Section 10 and 4.2. The Performance Security shall be denominated in the types and proportions of currencies in which the contract is payable. The sample form of Performance Guarantee provided in Section 4 of the Tender documents shall be used.
- 34.2 The Performance Guarantee to be provided by the successful Tenderer shall be an unconditional bank guarantee issued either (a) at the Tenderer's option, by a bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 34.3 Failure of the successful Tenderer to comply with the requirements of Sections 33 or 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security.
- 34.4 The performance bond must be submitted to the Employer prior to contract signature and copies of the performance bond shall be included in the contract document.
- 34.5 The awarded contractor shall pay the required stamp duties, according to WAJ regulations, and submit a copy of the payment to the Employer to be inserted in the contract document.

END – INSTRUCTION TO TENDERERS

SECTION 2

FORMS TO BE SUBMITTED WITH TENDER

FORM OF
LETTER OF SUBMISSION

SHEET NO. A

Name of Contract:

**Enhance Water Distribution and Monitoring to Reduce the NRW at Zarqa City and Part of
Russaifah**

Name of Tenderer:

Address:

Tel.:

Fax:

E-Mail:

To:

Gentlemen,

We have the pleasure to submit for your consideration our Tender for the above Contract.

1. In this Envelope No. 1 (Technical Offer) of our Tender, we include
 - 4.1(a) Letter of Submission, signed and stamped
 - 4.1(b) Tender Security (as indicated in the Invitation to Tender and under article 17 – Tender Security)
 - 4.1(c) Written power of attorney of the signatory of the Tender to commit the Tenderer
And Delegation of Power if applicable
 - 4.1(d) Declaration of Undertaking
 - 4.1(e) List of Deviations and as per Section 27.2
 - 4.1(f) Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of each project, (all kinds of projects)
 - 4.1(g) List of the turnover for the company for the last three (3) years (2020, 2021, 2022) as per the audit reports.
Evidence of access to lines of credit, availability of other financial resources, such as audit reports over the last three years
 - 4.1(h) Table of similar projects for the last 10 years
 - 4.1(i) Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee on award of contract.
 - 4.1(j) Final Team Schedule with attached CVs of all Team Members proposed for the project as well as a letter of commitment signed by key staff and company.
 - 4.1(k) Final Outline Performance Work Program and Final detailed Method Statement
 - 4.1(l) Schedule of Particulars for Materials

- 4.1(n) Any addendum issued to the Tenderers (signed and stamped)
- 4.1(o) The remaining tender document parts shall be initialled page by page and stamped and submitted separately to the technical tender, too, in 1 original and 2 copies (instruction to tender volume 1 to 4, volume 5 to 6, general and particular technical specifications, etc.)
- 4.1(p) one complete set of drawings in A3 format initialled and stamped (All Drawings will be given as a soft copy and the bidder shall turn it to hard copy, the bidder shall bear the costs)
- 4.2 Joint Venture Agreement (if applicable)
- 4.2 Sub-Contractor Agreement (if applicable)

Furthermore, with Envelope No. 1 of the "ORIGINAL" of our Tender we have enclosed the remaining of the "original" Tender Documents initialled and stamped by us in confirmation of our acceptance of the specifications, and the terms and conditions prescribed therein.

- 2. The attached Envelope No. 2 (Financial Offer) of our Tender contains
 - a. Form of Tender
 - b. Appendix to Tender
 - c. priced Bill of Quantities (BoQ)
 - d. electronic copy on CD
- 3. We confirm that our Tender is in full compliance with the Tender Documents and all amendments issued. We further confirm that our Tender does not contain any conditions or modifications or deletions or special conditions or clarifications of any sort. If any such additions or modifications or the like of any sort are noted in our Tender, following Tender opening, they are hereby considered null and void.
- 4. We confirm that, as part of our contract obligations, we shall supply and install the materials and supplies listed in the Schedule of Particulars for Materials.
- 5. We confirm that the materials and supplies comply with the minimum requirements of the General and Particular Technical Specifications. If, prior to award or during the implementation of the Contract, it is determined by the Engineer that any of the materials or supplies does not meet the minimum requirements of the Specifications of the Contract we undertake to provide and to complete the Works in full compliance with the Contract and at no additional cost for the Employer.

This Letter of Submission and the documents included in Envelope No. 1 form an integral part of our Tender.

Signed this day of

Stamp and Signature

By:

Position:

Duly authorized to sign Tenders for and on behalf of Tenderer.

Current Commitment – LIST FOR ON-GOING PROJECTS

As indicated under item 30 – Evaluation and Comparison of Tenders, the list for **on-going projects** has to be filled by the contractor including the total value for each project.

ON-GOING PROJECTS:

| No.: | Project Name | Short description of work | Country | Total Value of works | Execution of work | | Name of the Client |
|-----------------------------|--------------|---------------------------|---------|----------------------|-------------------|-------------|--------------------|
| | | | | | beginning | taking over | |
| | | | | JOD | date | date | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |
| | | | | | | | |
| Total Summary in JOD | | | | | | | |

LIST OF DEVIATIONS

The table below shall be filled by the Tenderer if he considers deviating any content of the tender document or if not, the table shall be left empty.

To certify below is an obligation of the Contractor.

Any bid without signature below this certificate will be rejected.

We, the undersigned (Contractor's name), certify that all the documents related to(Contract name) and presented in our offer, comply with the original tender documents of(Contract name & no.)tendered by the Employer Jordan Water Company-Miyahuna.

Except what is mentioned in the table below:

| No. | Deviated Section no. | Page | Deviation Detail |
|-----|----------------------|------|------------------|
| | | | |
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For further explanation use white paper which shall be attached and signed to this list

Place, date Signature

OUTLINE PERFORMANCE PROGRAMME AND METHOD STATEMENT

The Tenderer shall include an Outline Performance Programmes and Method Statement that illustrates how the Tenderer intends to execute the Works.

The Contractor shall be obliged to consider all possible aspects which could influence the timely completion of the works.

The performance programme can be elaborated in MS Excel or MS Project

NOTE: **The detailed Performance Programme and Construction Schedule as per Particular Conditions of Contract will have to be provided during the Mobilisation period as specified in the corresponding articles of the Particular Conditions.**

STAFF SCHEDULE

SCHEDULE of PARTICULARS OF PROPOSED CONTRACT SUPERINTENDENCE TO BE EMPLOYED ON THE CONTRACT

This Schedule will have to be drawn up by the Tenderer and be inserted in the Technical Proposal as well as in this Contract Dossier. The information required shall, inter alia, consist of the following:

- ⇒ Organisational set-up of management showing the forms and lines of communication, precedence and local (site) and foreign component
- ⇒ manpower requirements for the duration of the contracts shown in a graphical form as well as in form of list of positions to be filled on site, divided into foreign and locally employed personnel at top, medium, low and administrative level making reference to the work permit requirements, etc. of relevant key personnel, i.e. limited to Site Representative(s)/ Site Agent(s) and his designated substitute(s), Site Supervision Engineer(s), Stores/Equipment/Workshop Manager, Mechanical Engineer(s), Electrical Engineer(s), Survey Engineer(s)/ Surveyor(s), 2 x Foremen for each Lot.

The following key staff of the Tenderer proposed for administration and performance of the contract shall possess the following minimum qualification and professional experience:

- Site Project Manager : relevant educational degree in BSc civil engineering; minimum 12 years professional experience in minimum similar two projects.
Penalty: 150,-JD/day for absent without permission!
- Site Engineer): relevant educational degree in construction management or BSc civil engineering; minimum 5 years professional experience on similar projects.
Penalty: 75,-JD/day for absent without permission!
- Electrical Engineer: BSc Electrical engineering with minimum 8 years professional experience on similar projects.
Penalty: 50,-JD/day for absent without permission!
- Mechanical Engineer: BSc Mechanical engineering with minimum 8 years professional experience on similar projects.
Penalty: 50,-JD/day for absent without permission!
- Automation Engineer: BSc Mechatronics or Electrical engineering with minimum 8 years professional experience on similar projects.
Penalty: 50,-JD/day for absent without permission!
- Foremen (No. 2): diploma in civil engineering, minimum 5 years professional experience on similar projects or fresh graduate civil engineer .
Penalty: 30,-JD/day for absent without permission!

| POSITION | No. of Persons | Full Name | Years of Professional Experience |
|---|---------------------------|------------------|---|
| Site Project Manager and his designated substitute(s) | | | |
| Site Engineer | | | |
| Electrical Engineer | | | |
| Mechanical Engineer | | | |
| Automation Engineer | | | |
| Foremen or Fresh graduate civil engineer (minimum 2) | | | |

⇒ *Any other information the Tenderer feels necessary to provide.*

The Tenderer shall include in addition to the aforementioned requirements the written undertaking specified in the Instructions to Tenderers, under the Evaluation Criteria used for the Tender annexed to the Instructions to Tenderer.

SECTION 3

DECLARATION OF UNDERTAKING

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“

Enhance Water Distribution and Monitoring to Reduce the NRW at Zarqa City and Part of Russaifah

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present tender process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the Hashemite Kingdom of Jordan.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the Hashemite Kingdom of Jordan.

.....
Place, Date

.....
Tenderer's Signature and Stamp