



Jordan Water Company (Miyahuna)

International Competitive Bidding (ICB)

FARA II - Supply of Mobile work Shops (Vehicles)

**Tender
Number: C-T-20-0022**

August 2020

Bidding Documents

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SECTION I

Invitation for Bids

Invitation for Bids (IFB)
The Hashemite Kingdom of Jordan
Jordan Water Company L.L.C. MIYAHUNA

USAID PHASE II NRW Project

C-T-20-0022 FARA Phase II

1. Jordan Water Company L.L.C. MIYAHUNA invites sealed bids from eligible and qualified bidders for **the Supply of Mobile Workshop (Vehicles)**. Bidding will be conducted through the international competitive bidding procedures specified in the tender document.
2. The source and nationality requirements, any motor vehicles purchased with funds under this contract must be manufactured in the United States.
3. The transportation of any shipments by ocean or air and related delivery services are required to be transported by privately owned United State vessel or air charter, otherwise prior approval is required in writing from USAID through JWC-Miyahuna.
4. The Bidders shall submit their offers for complete lot and the offers will be assessed and awarded according to the lot unless stated otherwise in the special conditions.

Lot #	Qty	Description
1	10	DELIVER AND COMMISSION MOBILE LEAK DETECTION WORKSHOP UNITS VEHICLE (VAN, FOR LEAK DETECTION); GROSS WEIGHT <u>NOT MORE THAN 4 TON.</u>
2	35	DELIVER AND COMMISSION MOBILE MAINTENANCE WORKSHOP UNITS VEHICLE (VAN, FOR MAINTENANCE); GROSS WEIGHT <u>NOT MORE THAN 5 TON.</u>
3	7	Double Cabin Pickup for Maintenance

5. Interested eligible bidders may obtain further information or inspect the Bidding Documents (PDF) from Miyahuna Website(www.miyahuna.com.jo)
6. In order to participate in the tender a complete set of bidding documents may be purchased on the submission of a written application to the

address below and upon payment of a non-refundable **fee of Jordanian Dinars JD 300 or an equivalent amount of US Dollars** before September 3, 2020.

7. Bids must be delivered sealed to the address below between 8:30 AM and 11:30 AM September 17, 2020 Jordan local time.

Jordan Water Company L.L.C Miyahuna
The Procurement Manager
Amman-11192, Jordan
Aljaleel Street No. 6
Jebel Hussein
P.O. Box 922918
Amman – 11192, Jordan.
Tel:+ +96265666111
Ext: 1603/1624/1627/1628

8. Electronic bidding will **not** be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders representatives who choose to attend at Miyahuna Website (www.miyahuna.com.jo) or in person at the address mentioned above starting at 12:00 Noon on **September 17, 2020**; all bids must be accompanied by a Bid Security accordingly.

9. Tendering Time Frame

#	Description	Date from	Date to
1	Announcement	August 12, 2020	
2	Receipt of Tender Documents by bidders as previously mentioned	August 12, 2020	September 3, 2020
3	Questions and Inquiries bidders about the Tender, which shall be addressed to the following email addresses: alozi@miyahuna.com.jo Nhindawi@miyahuna.com.jo mmaayta@miyahuna.com.jo zeiadzoubi@miyahuna.com.jo rzraikat@engicon.com	August 12, 2020	August 27, 2020
5	Answers to Item 3 above by Jordan Water Company (Miyahuna) and issuing addendum if needed.	September 3, 2020	
6	Submission of offers by bidders	September–October 1708, 2020 From 8:30Am until 11:30Am max Jordan local time.	

SECTION II

Instructions to Bidders (ITB)

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A. INTRODUCTION

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, the Purchaser, as indicated in the BDS, issues these Bidding Documents for the procurement of Works as specified in schedule of requirements.

2. **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source countries not matching the exclusion criteria defined in the "Jordan Procurement Procedures Guide", edition 2019 and not blacklisted. by the Jordan and USAID.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Jordan Procurement Law or USAID in accordance with ITB Clause 36.1.
 - 2.5 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

3. **Eligible Goods and Services**
 - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries.
 - 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet (BDS)
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Forms and Price Schedules
- h) Bid Security Form / Bid Bond
- i) Contract Form
- j) Performance Security Form
- k) Manufacturer's Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by fax or by E-mail at the Purchaser's address indicated in the Bid Data Sheet (BDS). The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than fourteen (14) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet (BDS). Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet (BDS), in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet (BDS). A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet (BDS), prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

11.3 All duties, taxes, and other levies payable by the Bidder under the Bid, or for any other cause, shall not be included in the rates and prices and the total Bid Price submitted by the Bidder.

12. Bid Currencies

12.1 The currency (ies) of the bid and the currency (ies) of payments shall be as specified in the **Bid Data Sheet (BDS)**.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 2& 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a. a detailed description of the essential technical and performance characteristics of the goods;
- b. a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet (BDS)**, following commencement of the use of the goods by the Purchaser; and
- c. an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3 above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet (BDS)**.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the

currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- b. a cashier's or certified check.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

- a. if a Bidder:
 - i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
- b. in the case of a successful Bidder, if the Bidder fails
 - i) to sign the contract in accordance with ITB Clause 34; or
 - ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet (BDS) after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is

17. Format and Signing of Bid

delayed by a period exceeding sixty days (60 days) beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

17. The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet (BDS), clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for non-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. SUBMISSION OF BIDS

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 a. no later than the time and date specified in the Bid Data Sheet (BDS).

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21.0 Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. OPENING AND EVALUATION OF BIDS

22 Bid Opening

22.1 The Purchaser will open all bids (all envelopes) in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.

- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Purchaser will prepare minutes of the bid opening.
- 23 Clarification of Bids**
- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24 Preliminary Examination**
- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. 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. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid

Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25 Conversion to Single Currency

25.1 All prices shall be in the currency specified in the BDS, conversion of currency will be not applicable.

26 Evaluation of Bids

26.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser shall use the evaluation method and criteria as detailed in the **Bid Data Sheet**.

27 Domestic Preference

27.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the Bid Data Sheet (BDS).

28 Contacting the Purchaser & Confidentiality

28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

28.2 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.3 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29 Post-qualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract

satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30 Award Criteria

30.1 The Purchaser shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

30.2

31 Purchaser's Right to vary Quantities at Time of Award

31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet (BDS), the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32 Purchaser's Right to accept any Bid and to reject any or all Bids

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

33.2 The Purchaser may cancel the bidding process if:

- competition was inadequate;
- no bid was received that is considered as substantially responsive;
- the responsive bids substantially exceed the budget;
- the technical or financial bases of the procurement have changed materially prior to the award, or
- the rates of the bid are obviously and clearly unreasonably high.

33 Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax or by E-mail, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34 Signing of Contract

34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within thirty days (30 days) of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

35 Performance Security

35.1 Within thirty days (30 days) of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

36 Corrupt or Fraudulent Practices

a. It is the Jordanian Procurement Law/USAID policy to require that beneficiaries), as well as bidders, suppliers, and contractors and their subcontractors under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy,

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

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

- i. "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "collusive practice"⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "obstructive practice" is
 - aa. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - bb. acts intended to materially impede the exercise of the the government inspection and audit rights provided for under sub-clause 3.1 e. below.
 - b. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - c. will sanction a firm or individual, including declaring in- eligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
 - d. *will have the right to require that a provision be included in bidding documents and in contracts requiring bidders, suppliers, and contractors and their sub-contractors to permit the Joordan Water Co. (JWC) to inspect their accounts and records and*

Supply of Mobile workshops (Vehicles)

Tender No.: C-T-20-0022

**SECTION II
INSTRUCTION TO BIDDERS**

other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Jordan Water Co. (JWC)

36.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses and 24.1 c. of the General Conditions of Contract.

SECTION III

Bid Data Sheet (BDS)

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is conflict; the provisions here in shall prevail over those in ITB.

Note: for all tender procedure until signing of the Contracts the following procedure shall be applied for Section II–Instructions to Bidders:

* Purchaser is to be read as “Jordan Water Company – Miyahuna”

Introduction	
ITB 1.1	The Purchaser is: Jordan Water Company - Miyahuna.
ITB 1.1	The name of the Project is: FARA PHASE II –Supply of Mobile Workshop (Vehicles). Tender No. is: C-T-20-0022
ITB2.1	The source and nationality requirements, any motor vehicles purchased with funds under this contract must be manufactured in the United States
ITB 2.5	One alternative bids are permitted: a. In case of submitting an alternative Offer for the same Item, the Bidder should mention on his original Offer in red ink that there is an alternative Offer enclosed. b. Original alternative Offer shall be submitted on the original Tender Documents signed and stamped by the Bidder.
ITB 3.1	Country of origin shall be USA (The United States).
ITB6.1	Requests for additional inquiries shall be sent to the following address: The Procurement Manager Of the Jordan Water Company L.L.C. MIYAHUNA Aljaleel Street No. 6 Jebel Hussein P.O. Box 922918 Amman – 11192, Jordan. Tel : (962) 6 5666111/1624/1628 Fax (962) 6 5680854 Website: www.miyahuna.com.jo E-mail: alozi@miyahuna.com.jo Nhindawi@miyahuna.com.jo mmaayta@miyahuna.com.jo zeiadzoubi@miyahuna.com.jo rzraikat@engicon.com.com

Introduction	
ITB 8.1	Language of the Bid: English
Bid Price and Currency	
ITB11.1	The prices quoted shall be for the Delivery at Terminal (DAP)– Supply of Mobile workshops (Vehicles) Delivery at Place: This term means that the seller covers all the costs of transport (export fees, carriage, insurance, and destination port charges) and assumes all risk until after the goods are unloaded at the Place Miyahuna Warehouse Amman. The seller covers the cost of transporting the goods from the terminal or port to final destination (Miyahuna warehouse in Amman- Jordan). Miyahuna will be responsible to paying the import duty/taxes/customs costs and the duration of the clearance will be excluded from the delivery period without any additional costs to Miyahuna.
ITB11.2	The prices shall be fixed according to the (performance of the Contract)
ITB12.1	Prices shall be quoted in Joedanian Dinar or US Dollar only.
Preparation and Submission of Bids	
ITB15.1	Amount of bid security are as follows: Bid security shall be 3% of the total bid amount1
ITB15.3	Bid security currency: <u>In US Dollar or JOD equivalent</u> and only from <u>an internationally operating bank licensed in Jordan, Not from an Insurance Company</u> Valid for 180 days from opening The Offers
ITB16.1	Bid validity period shall be <u>hundred and Fifty</u> (150)days.
ITB17.1	Number of copies One (1) original, One (1) copy, and one soft copy (CD/DVD) for each offer (if alternative provided).
ITB18.2(a)	Address for bid submission(Original and 4copies): Jordan Water Company L.L.C. MIYAHUNA Aljaleel Street No. 6 Jebel Hussein Finance Department Building Amman – 11192, Jordan.
ITB18.2(b)	Contract title and number: Supply of Mobile workshops (Vehicles)C-T-20-0022
ITB19.1	Deadline for bid submission: September 17, 2020 from 8:30am until 11:30am offer not received according to the time period mentioned will be rejected

Introduction	
ITB22.1	Bid opening 12:00 noon September 17, 2020 at: Jordan Water Company L.L.C. MIYAHUNA Aljaleel Street No. 6 Jebel Hussein Finance Department Building Amman – 11192, Jordan
Submission of Bids	
	attend
Bid Evaluation	
ITB 26.2	AS PER 1.7 TENDER ASSESSMENT AND QUALIFICATION IN THE SPECIFICATION SECTION
ITB27.1	Not applicable.
Contract Award	
ITB 30	The Employer will select the Tenderer who has submitted criteria and admissible Tender, along with the highest ranking.
ITB 31.1	Percentage for quantity increase or decrease shall not exceed twenty five (25) percent

SECTION IV

General Conditions of Contract

(GCC)

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General Conditions of Contract

- 1. Definitions**
- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- A. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - B. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - C. "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
 - D. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - E. "GCC" means the General Conditions of Contract contained in this section.
 - F. "The Purchaser" means the organization purchasing the Goods, as named in SCC.
 - G. "The Purchaser's country" is the country named in SCC.
 - H. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.
 - I. "The Project Site," where applicable, means the place or places **named in SCC**.
 - J. "Day" means calendar day.
- 2. Application**
- 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**
- 3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of FIDIC, as further elaborated in the **SCC**.

- 3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3. The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Jordan Water Co.**
- 5.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4. The Supplier shall permit the Jordan Water Co. to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the JWC, if so required.
- 6. Patent Rights**
- 6.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country

7. Performance Security

- 7.1. Within thirty days (30 days) of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in **SCC**.
- 7.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
 - a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - b. a cashier's or certified check.
- 7.4. The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty days (30 days) following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in **SCC**.

8. Inspections and Tests

- 8.1. The Purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 8.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in SCC.**
- 10.2. For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "DAT", and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 10.3. Documents to be submitted by the Supplier are **specified in SCC.**

11. Insurance

- 11.1. The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

12. Transportation

11.2. Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12.1. Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2. Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4. Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

- 13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

- 14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b. in the event of termination of production of the spare parts:
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty

- 15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier

further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid for twenty four-months (24months) after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for thirty months (30 months) after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 15.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.
- 16.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3. Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4. The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle:

- payment will be made in the currency or a currency in which the payment has been requested in the Supplier's bid.
- 17. Prices** 17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders** Or- 18.1. The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier.
- 18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty days (30 days) from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2. If at any time during performance of the Contract, the

Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

- 27.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2. The Goods that are complete and ready for shipment within thirty days (30 days) after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. to have any portion completed and delivered at the Contract terms and prices; and/or
 - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier

28. Settlement of Disputes

- 28.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
 - a. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
 - b. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 28.3. Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b. the Purchaser shall pay the Supplier any monies due the Supplier.

- 29. Limitation of Liability** 29.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6,
- a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - b. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 30. Governing Language** 30.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 31. Applicable Law** 31.1. The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC.**
- 32. Notices** 32.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC.**
- 32.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33. Taxes and Duties** 33.1. A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 33.2. A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION V

Special Conditions of Contract (SCC)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract (GCC). The corresponding clause number of the GCC is indicated.

GCC 1.1(f) Definitions	The Purchasers are : Jordan Water Company - Miyahuna
GCC 1.1(g)	The Purchasers' country is : The Hashemite Kingdom of Jordan
GCC 3.1 Country of Origin	Country of origin Refer to (The United States,).
GCC 7.1 Performance Security	The amount of performance security, as a percentage of the Contract Price, shall be TEN (10%) PERCENT of the Contract Price.
GCC 7.4 Performance Security	After delivery and acceptance of the Goods, the performance security shall be reduced to Five (5) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.
GCC 9.2 Packing and Marking	<p>The following SCC shall supplementGCCClause9.2:</p> <p>The Supplier shall provide appropriate packing for rail, sea and road transport to Jordan and, subsequently, to the places of delivery.</p> <p>Each crate, container or other packing method shall be clearly labelled with weather-proof markings in English language, identifying the quantity and nature of the contents.</p> <p>The marking shall be as follows:</p> <p style="text-align: center;"><i>Miyahuna-Supply of Mobile Workshops (Vehicles) # (C-T-20-0022)</i></p> <p>(Supplier's Name and Address)_____</p> <p>Crate No. _____</p> <p>(Supplier's Crate or Coli No. as shown in the Bill of Lading)</p>
GCC 10.2 Delivery and Documents	<p>Prices shall be fixed. DAP prices shall include all costs to the final destination (Miyahuna warehouses) including loading, unloading and other associated costs.</p> <p>Customs clearance and all related costs (including custom duties if any) are in the responsibility of Purchasers and expenses</p>

	therefore shall be entered in the foreseen position of Price Schedule for goods/BoQ.
GCC 10.3 Delivery and Documents	<p>Upon each shipment, the Supplier shall notify the Purchasers and the Insurance Company by fax or by E-mail the full details of the shipment, including Contract number, description of Goods, quantity, the carriers, the bill of loading number and date, place of loading, date of delivery to the first carrier, place of discharge, etc.. The Supplier shall mail the following documents to the Purchasers and with a copy to the Insurance Company and Consultant offices in Amman:</p> <ul style="list-style-type: none"> (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and _ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and ___ copies of nonnegotiable bill of lading; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) certificate of origin. <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser's country:</p> <p>Sample Provision (EXW term)</p> <p>GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) delivery note, railway receipt, or truck receipt; (iii) Manufacturer's or Supplier's warranty certificate; (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v) certificate of origin.

Supply of Mobile workshops (Vehicles)

Tender No.: C-T-20-0022

SECTION V**Special Conditions of Contract (SCC)**

	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 11.1 Insurance	The Insurance shall be in an amount equal to 115 percent of the DAP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
GCC 13 Incidental Services	Incidental services to be provided are: Operation and installation manuals shall be in English language. Arabic language is optional. GCC 13.1(b) – Supplier shall provide any tools required for assembly and/or maintenance of the supplied goods. GCC 13.1(c) – Supplier shall provide operations and maintenance manuals as appropriate for the supplied goods.
GCC 15.2 Warranty (Obligatory)	As per specifications
GCC 15.4 / 15.5 Correction of Defects	The period for correction of defects in the warranty period is one month after identifying the reason for the defect
GCC 16.1 Payment	The method and conditions of payment to be made to the Bidder under this Contract through Jordan Water Company shall be as follows: On Acceptance: After Final taking over of the goods through the purchaser, 100% of the Contract Price shall be paid to the Supplier within sixty days/ batch(60 days/ batch) after the date of the acceptance certificate for the respective delivery issued by the Purchaser as per delivery schedule. After guarantee period: After expiry of the maintenance guarantee period, the purchaser shall return the performance guarantee to the Supplier within thirty days (30 days), if this money had not to be used to compensate defects of the supplies.
GCC 17.1 Prices	Prices shall be fixed. DAP prices shall include all costs to the final destination(Miyahuna warehouses) including loading, unloading and other associated costs. custom duties, Sale tax & stamp Fees if any are in the responsibility of Purchasers and expenses therefore shall be entered in the foreseen position of Price Schedule for goods/BoQ.

Supply of Mobile workshops (Vehicles)

Tender No.: C-T-20-0022

SECTION V**Special Conditions of Contract (SCC)**

GCC 18.2 Change Orders	The Purchaser reserves the right to increase the Quantities of the Price Schedule for goods/BoQ by ±25% (and as specified in Section VI – Schedule of Requirements) without any change in unit price or other terms and conditions. In the event of the above-mentioned, same payment procedure applies as specified in SCC 16.1.
GCC 23.1 Liquidated Damages	The applicable rate shall be one-half (0.5%) percent per week, and the maximum shall not exceed Fifteen (15%) percent of the Contract Price.
GCC 28.2.2 Settlement of Disputes	The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows: a& b Contracts with Supplier In case of a dispute between the Purchaser and the Supplier in accordance with the laws of The Hashemite Kingdom of Jordan.
GCC 30.1 Governing Language	The governing language shall be Arabic or English .
GCC 31.1 Applicable Law	The Applicable Law shall be: The Hashemite Kingdom of Jordan Laws.
GCC 32.1 Notices	Purchasers addresses for notice purposes: Jordan Water Company L.L.C. MIYAHUNA Aljaleel Street No. 6 Jebel Hussein Amman – 11192, Jordan. supplier's address for notice purposes: Company: _____ Street Address: _____ P.O. Box: _____ Tel.: _____ Fax.: _____
GCC 33 Taxes and Duties	The contract is exempted from any custom duties, taxes and stamp fees.”

SECTION VI

Schedule of Requirements

SCHEDULE (A)
SCHEDULE OF REQUIREMENTS

SCHEDULE (B)
SCHEDULE OF DELIVERY TERMS

SCHEDULE (C)
TECHNICAL DATA

SCHEDULE (D)
DEVIATIONS FROM SPECIFICATIONS

SCHEDULE (A)

Schedule of Requirements

Lot No.	Item Description	Unit	QTY
Lot 1	DELIVER AND COMMISSION MOBILE LEAK DETECTION WORKSHOP UNITS VEHICLE (VAN, FOR LEAK DETECTION): GROSS WEIGHT NOT MORE THAN 4 TON. Price shall include procurement, inspection, shipping and delivery of the mobile units according to the technical specifications of Jordan water Company - Miyahuna. branding as per design, in addition to the commissioning of the mobile units.	No.	10
Lot 2	Deliver and Commission Mobile Maintenance Workshop Units VEHICLE (Van, for Maintenance): Gross Weight Not More Than 5 Ton. Price shall include procurement, inspection, shipping and delivery of the mobile units according to the technical specifications of Jordan water Company - Miyahuna. branding as per design, in addition to the commissioning of the mobile units.	No.	35
Lot 3	Double Cabin Pickup for Maintenance	No.	7

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Award by complete lot only

Signature & Stamp of the Supplier:

.....

Award by complete lot only

SCHEDULE (B)

TIME PERIODS FOR DELIVERY

Lot No	Description	Delivery Time	Delivery
1	DELIVER AND COMMISSION MOBILE LEAK DETECTION AND MAINTENANCE WORKSHOP UNITS VEHICLE (VAN, FOR LEAK DETECTION): GROSS WEIGHT NOT MORE THAN 4 TON & EQUIPMENT.	Within 12 Months from award	MIYAHUNA Stores
2	DELIVER AND COMMISSION MOBILE LEAK DETECTION AND MAINTENANCE WORKSHOP UNITS VEHICLE (VAN, FOR MAINTENANCE): GROSS WEIGHT NOT MORE THAN 5 TON. & EQUIPMENT	Within 12 Months from award	MIYAHUNA Stores
3	Double Cabin Pickup for Maintenance	Within 12 Months from award	MIYAHUNA Stores

DAP: DELIVERY AT PLACE. ALL MATERIALS SHALL BE DELIVERED AT MIYAHUNA WAREHOUSE. ALL ASSOCIATE COST SHALL BE UNDER THE RESPONSIBILITY OF THE SUPPLIER EXCEPT (TAX, CUSTOMS DUTIES ARE EXEMPTED).

DELIVERY SCHEDULE COMMENCE FROM THE DATE OF NOTIFICATION OF AWARD TO THE SUPPLIER

SIGNATURE & STAMP OF THE SUPPLIER:

SCHEDULE (C)

Technical Data

SCHEDULE C Technical Data

LOT no.	DESCRIPTION	Manufacturer	Place of Manufacturing	Place of Inspection & Testing
1	DELIVER AND COMMISSION MOBILE LEAK DETECTION WORKSHOP UNITS VEHICLES (VAN, FOR LEAKDETECTION): GROSS WEIGHT NOT MORE THAN 4 TON.			
2	DELIVER AND COMMISSION MOBILE MAINTENANCE WORKSHOP UNITS VEHICLE (VAN, FOR MAINTENANCE): GROSS WEIGHT NOT MORE THAN 5 TON.			
3	DOUBLE CABIN PICKUP FOR MAINTENANCE			

Signature & Stamp of the Supplier:

.....

SCHEDULE (D)
DEVIATIONS FROM SPECIFICATIONS

It is assumed that the goods offered shall conform to the technical specifications listed herein, unless deviations are listed explicitly in this schedule.

The Purchaser may waive any minor informality, non-conformity or irregularity in an offer that does not constitute a material deviation, provided such waiver does not prejudice or affect the ranking of any Tenderer. Major deviations in the opinion of the Evaluating Committee will render the bid non-responsive.

Signature & Stamp of the Supplier:

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SECTION VII

Technical Specifications

THE HASHEMITE KINGDOM OF JORDAN

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1. VEHICLES/VANS TO SERVE AS LEAK DETECTION AND MAINTENANCE VEHICLES.

The vehicles / vans shall conform to the following technical specifications and it is expected that in addition to these specifications the vehicles will be in full compliance with normally expected standards for such vehicles.

The requested vehicles/Vans will serve very narrow and crowded urban areas in Amman, Zarqa and Madaba. Accordingly, the final product must be reliable, efficient, and compact.

1.1 GENERAL:

1.1.1. Brand new van model 2020 or above , Manufactured in 2020 minimum .

1.1.2. The vehicles shall be complete with all standard accessories, attachments and features.

1.1.3. The design standards shall be in complete compliance with the Jordanian Traffic and Road Transport Regulations.

1.1.4. The defects warranty shall not be less than 36 months or 60,000 kilometers.

1.1.5. All parts shall be so designed and proportioned as to have liberal strength, stability and stiffness.

1.1.6. These specifications call attention to certain features, but do not purport to cover all details of construction of the units.

1.1.7. The bidder must provide a list of contact persons to check product satisfaction.

1.1.8. The bidder must supply Manufacturer Authorization, in order to sell the Vehi-
cle with all required equipment as per below articles to Jordan Water Com-
pany - Miyahuna.

1.1.9. A compliance/variation sheet concerning technical specifications (covering all required specifications), must be submitted with the offer for the Vehi-
cles/Vans.

1.1.10. Vehicles/Vans must be covered by warranty of an authorized representa-
tive and for after sales services established in Amman – Jordan.

**1.1.11. The requested vehicles/vans shall serve as a mobile leak detection and maintenance workshop, hence carrying various small equipment (a small generator, a small pump, small welding machine - electro-fusion welding machine- etc.), of an approximate weight of 1000kg, thus the bidder must insure optimum working conditions for the vehicles to be in full compliance with normally expected standards for Mobile Workshop vehi-
cles, optimum ease of access, suitable engine brake power and optimum**

load distribution for such vehicles and equipment, and best of practice electrical wiring and mechanical preparations to handle such load and equipments.

1.1.12. Each lot shall be delivered completely, no partial delivery accepted for lots.

1.1.13. The bidder must provide the required documents that shows him to be the sole agent of the requested vehicles/vans in the Hashemite Kingdom of Jordan having at least 5 years of experience in Jordan.

1.2 VEHICLE (VAN, FOR MAINTENANCE): GROSS WEIGHT NOT MORE THAN 5 TON.

1.2.1 Vehicle chassis:

- Wheelbase and other dimensions of vehicle should ensure suitable weight distribution of the fully loaded vehicle without over loading on either front or rear axles.
- The Vehicle / Van head must be attached to its cabinet, i.e. not separated from its rear cabinet.
- Front bumper, with protection for front headlightS.

1.2.2 Engine:

- Vehicle Engine: (Two Choices).
 - A) Diesel Engine**, either (2000 CC) to (3500 CC), or (3500 CC) to (5000 CC) Turbo Charged, Water cooled.
 - B) Gasoline Engine**, either (2000 CC) to (3500 CC), or (3500 CC) to (5000 CC), equipped with an electronic fuel injection system, water cooled.
- (Brake power) should be suitable to handle and operate the vehicles and its equipment.
- The bidder shall ensure that the horsepower of the vehicle's engine is capable to handle the whole vehicle including the rear cabinet with all its equipment.
- Direct electric starting with battery, with quick starting facility in cold weather of Jordan.
- The bidder must ensure optimum engine working conditions based on the fuel standards that are applicable in Jordan and the available fuel in Jordan for both Diesel and Gasoline engines.
- The engine's defect warranty must be 36 months or 60000 km.
- Changeable oil and fuel filter elements.

1.2.3 Transmission:

- automatic transmission.
- Rear wheel drive , with two wheel drive 4X2

1.2.4 Drive train & axles:

- Suitability of the drive train for hilly areas is a must.

1.2.5 Brakes & Air system:

- Parking brake.
- Preferable anti-lock braking system (ABS).

1.2.6 Steering:

- Left hands drive (L. H. D.).
- Hydraulic or electrical power assistance steering.

1.2.7 Fuel Tank:

- Fuel tank capacity minimum 60 liters.

1.2.8 Suspension:

- Heavy-duty type.

1.2.9 Driver cabin:

- Exterior color of the cabin: manufacturer's standard white.
- Forward control, Steel fabricated welded construction.
- Seating capacity: 3 persons including the driver.
- Adjustable seat for the driver
- Leather or normal seating.
- Safety glass.
- Seat belts.
- Standard SRS system.
- Head rests
- Floor mats.
- Window washer, two speeds and intermittent wiper.
- Side rearview mirrors: minimum of one on both Vehicle sides.
- Front Ramp mirror.
- Two sun visors.
- Warm / cool ventilation system.
- Air conditioning, assembled & installed in the factory.
- AM/FM radio, with Antenna, and with two speakers.

- Rotating beacon (Orange color): to be installed on the roof of the cabin, complete with all wiring and with on-off button on the dash board.

1.2.10 Meters, Gauges & Instrumentation:

- The vehicle/van must be equipped with a manufacturer standard electronic box interface, for Bodybuilder. This interface will enable us to control the required Workshop working conditions.
- All units of measure on the dashboard's instrument cluster must follow the standard —metric system.
- Speedometer, Odometer.
- Coolant temperature gauge, fuel gauge.
- Warning lights for low oil engine pressure, high coolant temperature, charging system and sediment in fuel system, and Hazards of special systems installed on the chassis.

1.2.11 Accessories

- Rear bumper with light reflector, and with protection for rear tail lights.
- Spare wheel with carrier, and with the recommended changing tools
- Oil jack suitable for lifting vehicle & body equipment on any axle.
- Front & rear wheels' mud guards.
- Reflector + Fire extinguisher + First Aid kit and a Kit box.
- Reverse buzzer.
- Electrostatic protection of van floor.
- One spare key.

1.2.12 Rear Cabin

- Built in standard Walkable high roof cabin, made from the same material and quality of the cabin.
- Rear Cabin door shall be installed on the rear end of the cabin and is side fully opened / 270 degree (Not Vertical).
- Anti slipping , electrostatic floor.
- The cabin internal sides should be prepared in order to install racking system.
- No windows in rear cabin.

1.3 VEHICLE (VAN): GROSS WEIGHT NOT MORE THAN 4 TON

1.3.1 Vehicle chassis:

- Wheelbase and other dimensions of vehicle should ensure suitable weight distribution of the fully loaded vehicle without over loading on either front or rear axles.
- The Vehicle / Van head must be attached to its cabinet, i.e. not separated from its rear cabinet.
- Front bumper, with protection for front headlights.

1.3.2 Engine:

- Vehicle Engine: (Two Choices)
- **A) Diesel Engine, (2000 CC) to (3000 CC)**, Turbo Charged, Water cooled.
- **B) Gasoline Engine, (2000 CC) to (3000 CC)**, equipped with an electronic fuel injection system, water cooled.
- The bidder must ensure optimum engine working conditions based on the fuel standards that are applicable in Jordan and the available fuel in Jordan for both Diesel and Gasoline engines.
- (Brake power) should be suitable to handle and operate the vehicles and its equipment.
- The bidder shall ensure that the horsepower of the vehicle's engine is capable to handle the whole vehicle including the rear cabinet with all its equipment.
- Direct electric starting with battery, with quick starting facility in cold weather of Jordan.
- The engine's defect warranty must be 36 months or 60000 km.
- Changeable oil and fuel filter elements.

1.3.3 Transmission:

- automatic transmission.
- Rear wheel drive, with two wheel drive 4X2.

1.3.4 Drive train & axles:

- Suitability of the drive train for hilly areas is a must.

1.3.5 Brakes & Air system:

- Parking brake.
- Preferable anti-lock braking system (ABS).

1.3.6 Steering:

- Left hands drive (L. H. D.).
- Hydraulic or electric power assistance steering.

1.3.7 Fuel Tank:

- Fuel tank capacity minimum 60 liters.

1.3.8 Suspension:

- Heavy-duty type.

1.3.9 Driver cabin:

- Exterior color of the cabin: manufacturer's standard white.
- Forward control, Steel fabricated welded construction.
- Seating capacity: 2 persons including the driver.
- Adjustable seat for the driver
- Leather or normal seating.
- Safety glass.
- Seat belts.
- Standard SRS system.
- Head rests
- Floor mats.
- Window washer, two speeds and intermittent wiper.
- Side rearview mirrors: minimum of one on both Vehicle sides.
- Front Ramp mirror.
- Two sun visors.
- Warm / cool ventilation system.
- Air conditioning, assembled & installed in the factory.
- AM/FM radio, with Antenna, and with two speakers.
- Rotating beacon (Orange color): to be installed on the roof of the cabin, complete with all wiring and with on-off button on the dash board.

1.3.10 Meters, Gauges & Instrumentation:

- The vehicle must be equipped with a manufacturer standard electronic box interface, for Bodybuilder. This interface will enable us to control the required Workshop working conditions.
- All units of measure on the dashboard's instrument cluster, must follow the standard —metric system.
- Speedometer, Odometer.
- Coolant temperature gauge, fuel gauge.
- Warning lights for low oil engine pressure, high coolant temperature, charging system and sediment in fuel system, and Hazards of special systems installed on the chassis.

1.3.11 Accessories:

- Rear bumper with light reflector, and with protection for rear tail lights.
- Spare wheel with carrier, and with the recommended changing tools
- Oil jack suitable for lifting vehicle & body equipment on any axle.
- Front & rear wheels' mud guards.
- Reflector + Fire extinguisher + First Aid kit and a Kit box.
- Reverse buzzer.
- Electrostatic protection of van floor.
- One Spare Key

1.3.12 Rear Cabin:

- Built in standard Walkable high roof cabin, made from the same material and quality of the cabin.
- Rear Cabin door shall be installed on the rear end of the cabin and is side fully opened / 270 degree (Not Vertical).
- Anti slipping , electrostatic floor.
- The cabin internal sides should be prepared in order to install racking system.
- No windows in rear cabin.

1.4 VEHICLE (DOUBLE CABIN PICKUP FOR MAINTENANCE)

1.4.1 General:

- The design standards shall be in complete compliance with the Jordanian Traffic and Road Transport Regulations.
- Exterior color of the cabin: manufacturer's standard white.

1.4.2 Details:

Drive & Payload:

- Rear traction with part time 4WD.
- Payload approximately: 0.5 Tons.

1.4.3 Engine:

- Engine:
Diesel engine, four stroke, water cooled, turbo-charged, with a mechanical or an electronic fuel direct injection, a high pressure fuel pump with displacement **between (2000 – 3500) CC** .
- The engine's defect warranty must be 36 months or 60000 km.
- Direct electric starting with battery.

- Changeable oil and fuel filter elements.
- Glow plugs pre-heating system for the diesel engine.

1.4.4 Transmission and clutch:

- automatic transmission,
- 4WD Transfer case, with 2H-4H-4L shifts.

1.4.5 Each pickup should be equipped with a rear fiber glass box (canopy) that is suitable for carrying the required maintenance equipment's that will help maintenance crew to do their work.

1.5 MISCELLANEOUS:

1.5.1 Spare-parts:

According to his professional knowledge the bidder must ensure in his offer:

1.5.1.1 The availability of the essential maintenance spare parts in its after sales service center in Jordan.

1.5.2 Technical documentation:

1.5.2.1 Two detailed operation and maintenance instruction folders for each vehicle should be provided in English. These folders must cover in detail the vehicles/vans and all equipment installed and should include but not be limited to the following:

- The oil, water, and hydraulic systems.
- The electrical system.
- Safety precaution and rules.
- A trouble shooting list.
- Reference drawings.
- Lubrication chart.
- Operating instructions.
- Catalogue of spare parts giving names, characteristics as well as references of the spare parts.
- One manufacturer van/vehicle manual & one spare parts manual, for vehicle chassis.
- Van inside diminutions.

1.5.3 Tools:

1.5.3.1 Manufacturer's standard tool box and kit should be supplied for each vehicle and should be mentioned in details in the offer.

1.5.4 Vehicle Maintenance Services during the 36 Month Warranty Period:

1.5.4.1 The price of after sales service for the first 36 months (Labor only), must be included in the bidders' price. Local maintenance shall be available at the agent workshop.

1.5.5 Training

1.5.5.1 Price should include training of maintenance staff (5 person) for preventive maintenance and electronic system for the requested Vehicles/vans.

1.6 PLACE OF DELIVERY:

The supplier will be responsible to deliver all vehicles and equipment at Jordan Water Company - Miyahuna premises in Amman where the final commissioning will take place.

1.7 TENDER ASSESMENT AND QUALIFICATION:

The offer that comply to the above-mentioned specifications for LOT 3 shall be assessed and evaluated and the least offered price will be selected.

The offers that comply to the above-mentioned specifications for LOT 1 and LOT 2 shall be assessed and evaluated out of 100 points as follows:

Lot Name	Criteria	Total Awarded Points
LOT 1 and LOT 2	Total Price JOD	The least price shall be awarded 30 points. The second lowest price shall be awarded 25 points. The third lowest price shall be awarded 20 points. The fourth and whatever follows price shall be awarded 15 points.
LOT 1: VEHICLE (Van): Gross Weight Not More Than 4 Ton	Engine Capacity	Deisel Engine offers shall be awarded 70 points. Gasoline engine offers shall be awarded 50 points.
LOT2: VEHICLE (Van): Gross Weight Not More Than 5 Ton	Engine Capacity	A) Deisel Engines 1) (2000 CC to 3500 CC) offers shall be awarded 70 Points 2) (3500 CC to 5000 CC) Offers shall be awarded 50 Points. B) Gasoline Engines 1) (2000 CC to 3500 CC) offers shall be awarded 60 Points 2) (3500 CC to 5000 CC) offers shall be awarded 40 Points.

However, IF the offers are equal in the total awarded points, the least offered price shall be selected.

SECTION VIII

Sample Forms

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1. Bid Form

To: **Miyahuna, Amman Water Utilities Company**
Tendering Department

Date:

Grant N°: _____

Bank N°: **xxx xx xxx, xxxx xx xxx and xxxx xx xxx**

Ladies and/or Gentlemen,

Having examined the bidding documents of Bid No. **C-T-20-0022** including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver for the project: **“Supply of Mobile Workshop (Vehicles)”** in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Price Schedule for goods/BoQ and the related Schedule of Particulars.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet (BDS) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state “none”)	_____	_____

Until the formal Contracts are prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Supply of Mobile workshops (Vehicles)

SECTION X

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 2016 ____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. SCHEDULE OF PRICES

ITEM	DESCRIPTION	UNIT	QUN-TITY	UNIT PRICE (JOD)	TOTAL PRICE/JOD
1	DELIVER AND COMMISSION MOBILE LEAK DETECTION WORKSHOP UNITS VEHICLE (VAN, FOR LEAK-DETECTION): GROSS WEIGHT <u>NOT MORE THAN 4 TON.</u>	Ea	10		
2	DELIVER AND COMMISSION MOBILE MAINTENANCE WORKSHOP UNITS VEHICLE (VAN, FOR MAINTENANCE): GROSS WEIGHT <u>NOT MORE THAN 5 TON.</u>	Ea	35		
3	DOUBLE CABIN PICKUP FOR MAINTENANCE	Ea	7		
Total (JOD)					

Signature & Stamp of the Supplier:

.....

3. Standard Form of a Bid Bond

Address of guarantor bank:
Address of beneficiary (contracting agency): Miyahuna, Amman Water Utilities Company TENDERING DEPARTMENT Mrs./Mr. _____ Street Address, No. ZIP Code Amman, Jordan

We, the undersigned (Guarantor), in order to enable to bid for (project, object of contract), hereby irrevocably and independently guarantee to pay to you an amount up to a total of

.....

waiving all objections and defences.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm is no longer prepared to abide by this bid.

This guarantee shall Be Valid for (180 Days) from the Offer Submission Date.

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 Hashemite Kingdom of Jordan.

Place, Date

Guarantor

4. Contract Form

THIS AGREEMENT made the ____ day of _____ between [name of Purchaser] of [country of Purchaser] (hereinafter called "the Purchaser") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz. for the project: "Supply of Mobile Workshops (vehicles)" in conformity with the said bidding documents: and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
(a) The Bid Form and the Price Schedule for goods/BoQ submitted by the Bidder;
(b) The Technical Specifications;
(d) The Schedule of Requirements;
(e) The General Conditions of Contract;
(f) The Special Conditions of Contract; and
(g) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

5. Performance Security

Address of guarantor bank:
Address of beneficiary (contracting agency):

On..... you concluded with ("Contractor") a contract for..... (project, object of contract) at a price of

In accordance with the provisions of the contract the Contractor/ Manufacturer is obligated to provide a performance bond for (10 %) of the contract price.

We, the undersigned (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of (in words:

.....)

against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to Bank, SWIFT:, IBAN:for account of(Project-executing agency/purchaser).

This guarantee shall be renewed automatically and irrevocably for another extended periods each of them (90) days unless your bank receive from Jordan Water Company ,a written request to cancel the Performance Bond.

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.

Supply of Mobile workshops (Vehicles)

SECTION X

This guarantee shall be governed by the laws of Jordan and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Place, Date

Guarantor

[Bank's Name, and Address of Issuing Branch or Office]

6. Manufacturer's Authorization

[See Clause 13.3 (a) of the Instructions to Bidders.]

To:

Miyahuna, Amman Water Utilities Company

TENDERING DEPARTMENT

Mrs./Mr. _____

Street Address, No.

ZIP Code Amman, Jordan

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Bidder]* to submit a bid, and subsequently negotiate and sign the Contract with you against Tender.: **C-T-20-0022**

for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract (min 3 years for after delivery)for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

7. نموذج ضمانة من سوء المصنعية

أتعهد أنا/نحن..... الموقع أدناه:

بضمان المواد المحالة علينا و الواردة في العقد أو امر الشراء وأية ملاحق لها و/ أو
أية قرارات معدلة لها الصادرة عن شركة مياه الاردن) لعام ()

بحيث يكون هذا الضمان ساري المفعول لمدة 18 شهراً تبدأ من تاريخ الاستلام النهائي
لكل دفعة يتم الموافقة على تسلمها حسب الأصول للعطاء و/أو العطاءات و/أو اوامر الشراء ،
ما لم يرد خلاف ذلك في العقد او امر الشراء.

ويشمل هذا التعهد ضمان كافة المواد المذكورة في العقد او/وامر الشراء من سوء
المصنعية ويكامل قيمة المواد المضمونة مضافاً إليها نسبة 15% خمسة عشر بالمائة من
قيمتها.

ونتعهد باستبدال كافة المواد التي ثبت سوء مصنعيها خلال المدة المقررة من قبل
شركة مياه الاردن ، وفي حال عدم قيامنا باستبدال تلك المواد بأخرى جديدة مع نهاية المدة
المقررة للاستبدال، فإننا نتعهد بدفع كامل قيمة تلك المواد مضافاً إليها 15% خمسة عشر
بالمائة من قيمتها دون الحاجة للإخطار أو اللجوء إلى القضاء، مع ضمان أي عطل أو ضرر
أو مصاريف تلحق بشركة مياه الاردن.

وعليه أوقع

المقر والمتعهد بما ورد أعلاه