

JORDAN WATER COMPANY – MIYAHUNA LLC

C-T-22-0015 FARA 7
Smart Utility Transformation Project

Mar 2022

TENDER DOCUMENTS
VOLUME I

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The Hashemite Kingdom of Jordan
Jordan Water Company L.L.C. MIYAHUNA

Non-Revenue Water (NRW) Project (Phase II)

FARA No. 7

Tender No.: C-T-22-0015 FARA

1. Jordan Water Company L.L.C Miyahuna, referred to as "the Employer" invites eligible and qualified Bidders/Tenderers individual or associated with specialized firm (in terms of Joint Venture or sub-contractors), to tender for the SMART UTILITY TRANSFORMATION PROJECT, FARA No. 7, under NRW Phase II as detailed below:
2. The scope of The Project comprises the design of smart platform, Advanced Metering Infrastructure (AMI) and big customers meters, analysis of the primary network system, construction and operation of a solution to convert the operations of Miyahuna-Amman primary system and a selected area within Miyahuna's service area into smart, integrated, and automated metering and monitoring processes, to control the water supply and distribution on a primary level. The activities included in this project will upgrade the monitoring and metering system and the Information Technology (IT) systems in Miyahuna to improve the operations efficiency and the utilization of available resources and optimization of water distribution.
3. The contractor will be responsible for the following:
 - Conduct detailed hydraulic analysis of Miyahuna-Amman water network primary system hydraulic model.
 - Establish a smart platform for Metering, Monitoring and Controlling in Miyahuna integrating the AMI, SCADA, and ERP systems.
 - Improve Metering, Monitoring, and smart Operation for Primary Water Supply System in Amman and Parts of Zarqa and Madaba.
 - Smart operation for secondary water supply system in Khalda Distribution Zone (DZ13) in Amman
 - Improve metering, monitoring, and operation for tertiary water supply system in selected DMAs inside DZ 13
 - Supply, install and commission static meters for Miyahuna big customer including remote reading.
 - Establish a communication network to allow remote monitoring and control for all project components.
 - The Tenderers shall provide on the job training to Miyahuna concerned staff on all new technologies installed.
4. Nationality of the main contractor, Joint venture partners and/or Sub-contractors must be according to USAID code #937 (The United States, the recipient country, and developing countries other than advanced developing countries).
5. The following criteria shall be applied to the Bidders/Tenderers to check their eligibility:
 - a) The eligible Bidders/Tenderers shall have an experience within the last 10 (ten) years of similar works as follows:
 - Implemented in water sector that includes conducting hydraulic modelling and analysis for primary water system; creating a smart platform for water utility and installing smart meters and implemented AMI solution.
 - Supply and Install Contracts have to be proved by copies of contract agreements and Certificates of completion.
 - b) The eligible Bidders/Tenderers must have a clean record for the past 5 (five) years in terms of contract termination, liquidation of guarantees, and must not be blacklisted neither by the

GTD in the water sector, nor by Miyahuna. Upon request, the Tenderers shall submit documentary evidence to proof this requirement.

6. A complete set of Tender Documents, 1 hard copy and 1 soft copy, can be purchased from the Jordan Water Company L.L.C Miyahuna per the address noted below starting from (April 7, 2022.) for the non-refundable fee of (900.00) JDs per set. Paid at Miyahuna cashier office. The document should be collected by an authorized representative. The last day for purchasing tender documents is **(April 28, 2022 at 2:00 pm Jordan local time)**.

The Procurement Manager
Jordan Water Company L.L.C Miyahuna

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Amman-11192, Jordan

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7. The Employer will organize a pre-tender meeting, **on April 20, 2022 at 10.00 am** at the office of Miyahuna. The Employer may conduct a Site visit concurrently with the pre-tender meeting.
8. Site visits are scheduled for April 21, 2022 at 10.00 am from the Jordan Water Company L.L.C Miyahuna. Bidders/Tenderers are responsible for their own transportation to the site.
9. Bidders/Tenderers shall attempt to bid based on their financial and economic eligibility, experience, resource availability as well as quality of supplies offered according to the technical specifications.
10. Inquiries related to the tender documents shall be sent to the Jordan Water Company L.L.C Miyahuna, Procurement Manager, Mr. Ahmad Lozi via fax, preferably by email to the above-mentioned address **before April 27, 2022**. Bidders/Tenderers are obliged to follow up the issuance of any addenda to the tender documents or answers to inquiries issued by Miyahuna through the official Miyahuna website (www.miyahuna.com.jo).
11. Deadline for submission of Tenders is on May 18, 2022 from 8:30am until 11:30am. Jordan local time.
12. The original and copy of the Bid/Tender Security (Bank Guarantee) shall be provided in a sealed envelope, with the technical offer, for an amount of (210,000.00 JD) and must be valid for (180) days after the deadline for tender submission. A certified cheque will be rejected.
13. The Tenderers shall enclose Envelope No.1 and Envelope No. 2 of the original in a sealed outer envelope marked "ORIGINAL". The two envelopes that make up the one copy shall be placed in a sealed outer envelope marked "COPY". Both outer envelopes shall then be placed in an outer package strong enough to protect the contents during transport and handling.
14. **No Tender received after the deadline for submission shall be accepted or considered by the Tendering Committee.**
15. At Bid opening session the Tender Committee will open the submitted bids, first the envelope No. 1 - Technical Offer and the envelope of the bid security, will be opened and a Technical Committee will evaluate the technical tenders. The Envelope No.2 - Financial Offer will be kept on close box and will be opened after the technical evaluation of only those Bidders/Tenderers found entirely administratively and technically responsive, in a separate meeting. When submitting a Tender, the Tenderer is requested to advise the date and mode of dispatch. This,

however, shall in no way limit the Tenderer's responsibility for the timely arrival of his Tender at the Employer's address Mentioned above.

16. The Employer will not be responsible for lost and/or undelivered documents sent by mail, Fax or similar means.
17. The Employer reserves the right to accept or reject any offer, and to annul the tender and cancel the procurement process at any time, without thereby incurring any liability to Bidders/Tenderers.
18. All information provided/submitted by the Bidders/Tenderers shall be accurate, correct and duly certified.
19. The project is funded by the United States Agency for International Development (USAID) by which Jordan Water Company (Miyahuna) has entered into an agreement that has a fixed timeframe and payment schedule payable to Miyahuna based on completion of predetermined Milestones. The Milestones will be provided to the contractor at an early stage and the contractor must consider the priorities of Milestones in his work plan and implementation schedule, to avoid any damages to the employer or hinder Miyahuna from submitting its invoices to the USAID. In the case of failure to complete any or all items included in the contract within the allocated time; Miyahuna reserves all the contractual and financial rights in case of non-compliance by the contractor with the above.

20. .Tendering Time Frame (Bidding Process Timetable)

	Description	Date from	Date to
	Announcement	April 7, 2022	
	Receipt of Bidding Documents by bidders as previously mentioned	April 7, 2020	April 28, 2021
	Pre bid meeting Site Visit	April 20, 2022 10:00 AM at Miyahuna offices April 21, 2022 10:00 AM start at Miyahuna offices	
	Questions and Inquiries of Bidders/Tenderers about the Tender, which shall be addressed to the following email addresses: alozi@miyahuna.com.jo nalhindawi@miyahuna.com.jo Gqaddah@miyahuna.com.jo rzraikat@engicon.com	April 7, 2022	April 27, 2022
	Answers to Item 2& 3 above by Jordan Water Company (Miyahuna) and issuing addendum if needed.	May 12, 2022	
	Submission of offers by Bidders/Tenderers	May 18, 2022 From 8:30Am until 11:30Am max Jordan local time.	
	Opening of Bidders/Tenderers offers	May 18, 2022 at 12:00pm Jordan local time.	

SECTION 1

INSTRUCTIONS TO BIDDERS/TENDERERS (ITT)

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A. GENERAL

1 Scope of Tender

- 1.1. Jordan Water Company L.L.C. Miyahuna Company invites the eligible and qualified bidders **individual or associated with specialized firm (in terms of Joint Venture or sub-contractors) initial agreement in between partners should be submitted with the technical offer), to tender for the project of the contract as detailed below:**
(SMART UTILITY TRANSFORMATION PROJECT - FARA 7, **Contract No.: C-T-0015 FARA7**)
As defined in these tender documents, hereinafter referred to as the "Contract".
The Bidder shall be responsible for the supply of materials
and software, the installation, completion and making good of any defects, as well as the provision of all necessary supervision, labour, plant, materials, equipment and related services.
- 1.2. The **tender documents are to be considered major part of the contract document and agreement. The Employer may modify any part of the tender documents during the tender period by addendums.**
- 1.3. Throughout these tender documents the terms:
 - a) "Bid" and "tender" and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, etc.) are synonymous.
 - b) "day" means calendar day.
 - c) "in writing" means communicated in written form and delivered against receipt.
- 1.4. The Employer requires that Bidders/Tenderers /suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. The Employer will deal with any case where it was found that the Tenderer has, directly or through an agent, engaged in corrupt, fraudulent, collusive or/and coercive practices in competing for the Contract in question, with all the legal means available according to the Jordanian laws and The Employer internal policies.

2 Eligible Bidders/Tenderers

- 2.1. This invitation to tender is open to eligible and qualified Bidders/Tenderers as per the Invitation to Tender.
- 2.2. A Tenderer may be a private entity or any combination of such entities in the form of a joint venture (JV) **sub-contractor** under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any, and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Number of members in a JV is limited to in a JV are **limited to three max.**
- 2.3. In the case of a joint venture:
 - a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
 - b) Any changes in the leader during the tendering procedure or after awarding will lead to disqualifying the Tenderer.
- 2.4. The Tenderer shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 2.5. The Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Bidder/Tenderer may be considered to have a conflict of interest for the purpose of this procurement process, if the Tenderer:

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

3. Materials

3.1 The submittal of the materials required for the purpose of this project shall be submitted after awarding for the approval of the Engineer\Employer and shall comply with the following condition and meet the requirement and specification.

3.2 The materials required for the purpose of this project shall be as follow

- **Materials shall be according to Code 937 (the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source), in addition to the aforementioned code, all static meters, FCV's, BFV, Gate Valves shall be manufactured in the United States.**

Where,

Source, means the country from which a commodity is shipped to the cooperating/recipient country or the cooperating/recipient country itself if the commodity is located therein at the time of the purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country.

Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which

received therein, “source” means the country from which the commodity was shipped to the free port or bonded warehouse.

Nationality refers to the place of legal organization, ownership, citizenship, or lawful permanent residence (or equivalent immigration status to live and work on a continuing basis) of suppliers of commodities and services.

Code 937 which is defined as the United States, the cooperating/recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources.

Check this link: the Code of Federal Regulations (22 CFR 228) <https://www.ecfr.gov/current/title-22/chapter-II/part-228>

(C) 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.

(d) For the material compliance to code approval at the time of tendering, The Contractor shall fill the following table for all materials to be supplied under this project, for any materials deemed to be needed after the design stage the contractor is obliged also to submit this table for approval at that time:

The material filled in this table are binding for the contractor, in case the need arises after awarding the contract to replace any of the mentioned items, the contractor is obliged to provide the employer with new submittals for the replaced material that is equivalent or superior to the replaced material in terms of technical specification while committing to section 3 – requirements mentioned earlier, subject for the Employer approval.

<u>Template of Goods and Services Receiving Data</u>						
Tender Name &No. : Smart Utility Transformation						
Contractor Name :						
Item Description	Item Type	Manufacter	Brand/ Model	Quantity *	Nationality**	Source **
Valve	FCV					
	BFV					
	Shut off Valve					

	Disconnection Valve					
WM	Bulk					
	Big Customer					
	Residential					
Pressure Sensor						
Other Materials to be added here also						

Doc Name				Evidence Documents Name as Attached
Certificate of Nationality				
Certificate of Origin				
Source Document				

Descriptions help:

***Initial Quantities since it is Design Build Contract.**

**** For definitions refer to the link below**

The Code of Federal Regulations (22 CFR 228)

<https://www.ecfr.gov/current/title-22/chapter-II/part-228>

- (d) For the material approval after awarding, The Contractor shall submit the following documents in addition to the requirements stated in vol.4:
- i. Schedule of particular and compliance sheet.
 - ii. Full technical specification and original catalogue
 - iii. Conformity of materials with specifications and standards
 - iv. Non-Toxic Certificates for materials used for water supply from third party inspection companies, approved by Employer especially for PRV's and Water Metres and ductile iron and HDPE pipes and DI fittings, rubbers and gaskets.
 - v. Services satisfactory to the Employer based on previous use and experience.

4 Qualification for Award of Contract

- 4.1 To be qualified for award of the Contract, Bidders/Tenderers shall provide evidence satisfactory to the Employer of their capability and the adequacy of their financial, technical and human resources to carry out the Contract effectively. Tenders shall include the following documents and information exactly in the sequence listed below in English or in Arabic:
- 4.1.(a) Nationality for (Main contractor, Joint venture and/or Sub-contractor) in accordance with USAID Code 937
 - 4.1.(b) Letter of submission, completed, signed and stamped
 - 4.1.(c) Tender security, as indicated in the Invitation to Tender and ITT 15 and ITT 16 validity for 180 days from submission date
original bank guarantee in original Tender
 - 4.1.(d) Power of Attorney, attached and signed
 - 4.1.(e) Delegation of Power (If applicable)
 - 4.1.(f) Declaration of Undertaking, attached and signed
 - 4.1.(g) List of Deviations and as per annex 1
 - 4.1.(h) Current Commitment, list of ongoing projects of the company, whether they are with governmental or private sector, including total value of each project
 - 4.1.(i) Company experience under contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least 10 years.
 - 4.1.(j) Table for similar projects, to cover all the required experiences below, minimum one similar project is required for each category.
The project\s is considered as similar if the project\s similar in scope and value for this project and covers the following:
 - The project implemented in water sector
 - The project conducting hydraulic modeling and analysis for primary water system.
 - The project included creating a smart platform for water utility.
 - installing smart meters and implemented AMI solution.

(Performance certificate is required including contact details)

The Tenderer shall include the necessary supportive certificate and documents, such as performance certificates ... etc, for similar projects or any official document from the Employer or the supervising engineer ... etc. to prove the description of the similar project and its main components

- 4.1.(k) Letter of the financial institution (or bank) issuing the Tender security agree therein to issue the Performance Guarantee in case of Award of the Contract
- 4.1.(l) Performance Work Program
- 4.1.(m) Detailed Method Statement for the Project (in addition presentation is required and considered as a part of the bidder's proposal to introduce the bidder understanding and his solution and plan to implement the project.
- 4.1.(n) Any Addendum issued to the Bidders/Tenderers (signed and stamped)
- 4.1.(o) The Tender Documents attached in Envelope 1 of the Tender, signed and stamped.
- 4.1.(p) One complete set of drawings (A3 format) signed and stamped
- 4.2.(a) Joint Venture agreement(if applicable)
- 4.2.(b) Sub-contractor agreement(if applicable)

(All Drawing will be given as a soft copy and the Tenderer shall turn it to hard copy, the Tenderer shall bear the costs)

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

- (a) The Tender shall include all the information listed in ITT4.1 (a) to (h) above for each joint venture partner;
- (b) The Tender, and in case of a successful Tender, the Form of JV Agreement, shall be signed so as to be legally binding on all partners;
- (c) One of the partners shall be nominated as the lead firm; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
- (d) The lead firm shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payments by the Employer shall be done exclusively with the lead firm;
- (e) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid);
- (f) A copy of the Joint Venture Agreement entered by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the

event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

- 4.3 Any change in the structure or formation of a Tenderer after being qualified and eligible to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer. Such approval shall be denied if (i) as a consequence of the change, the Tenderer no longer substantially meets the qualification criteria; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than the date of submission of the bid as stated in the Invitation to Bid.

5 One Tender per Tenderer

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

6 Cost of Tendering

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

7 Site Visit

- 7.1 Anyone who wishes to participate in this Tender shall visit the Site of Work and become acquainted with it and shall obtain, by himself and at his own responsibility, all expenses of information required to submit his Bid, and to understand its nature, the circumstances pertaining to the project, all local customs, Work conditions and all other matters related to the Tender or those which affect the pricing of his Bid..
- 7.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liabilities in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 7.3 The Employer may conduct a Site visit concurrently with the Pre-Tender Meeting referred to in ITT 18.

B. TENDER DOCUMENTS

8 Contents of Tender Documents

- 8.1 The Tender documents are those stated below, and should be read in conjunction with any addenda issued in accordance with ITT10:
- | | |
|------------|---|
| Volume I | Invitation to Tender |
| | Section 1 Instruction to Bidders/Tenderers |
| | Section 2 Forms to be submitted with Tender |
| | Section 3 Declaration of Undertaking |
| | Section 4 Schedule of Payments |
| | Section 5 Data Room link |
| Volume II | General and Particular Conditions of Contract |
| Volume III | Technical Requirements |
- 8.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Tender submission will be at the Tenderer's own risk. Pursuant to ITT 27, tenders which are not substantially responsive to the requirements of the Tender documents will be rejected.

9 Clarification of Tender Documents

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

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the Tender documents pursuant to ITT8.1, and shall be communicated in writing or by cable to all purchasers of the Tender documents. Prospective Bidders/Tenderers shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To afford prospective Bidders/Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with ITT 21.

C. PREPARATION OF TENDERS

11 Language of Tender

- 11.1 The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Employer shall be written in the **ENGLISH**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant pages in the above stated languages, in which case, for purposes of interpretation of the Tender, the English translation shall prevail.

12 Documents Comprising the Tender

12.1 The Tender submitted by the Tenderer shall comprise **Two** sealed envelopes marked as envelope No.1 "Technical Offer", and envelope No.2 "Financial Offer", as follows:

1) Envelope No. 1, named "Technical Offer" which shall contain the following parts in the following sequence:

I. Section I – Eligibility:

- All required information/documents as per the selection criteria stated under the Invitation to Tender and ITT2.
- If the Bidder does not provide these information/documents and does not comply with these requirements will lead to reject his bid immediately.

II. Section II – Detailed Technical Proposal:

- (a) **Part I - Detailed Technical Proposal:** which shall consist of the sub-parts in accordance with ITT4.1.
- (b) **Part II - where applicable,** bids submitted by a joint venture of two firms as partners shall comply with the following requirements:
 - i. the bid shall include all the information listed as per part I- Detailed Technical Proposal above and ITT 4.2.
 - ii. confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal.
 - iii. confirms each joint venture participant's willingness to provide a joint and several guarantees to the Client to underwrite the performance of the joint venture in respect of the Contract.
 - iv. roles and responsibilities of each partner shall be clearly defined.
 - v. identifies which joint venture participant:
 - will assume the leading role on behalf of the other joint venture participants; and
 - will have the authority to commit all joint venture participants.
- (c) **Part III – the Bidding Documents** stamped and signed as required.
- (d) **Part IV – if applicable,** documentary evidence in accordance with this bidding documents establishing the Bidder's continued qualified status.
- (e) **The Technical Proposal must not contain any bid cost/financial information. If the Bidder's technical proposal include any cost/financial information or indications that may be interpreted reveals bid price, this will lead to rejecting the bid immediately.**

2) Envelope No. 2, named "Financial Offer" which shall contain the following:

- a) the duly filled-in Form of Bid (Letter of Tender) and appendix to tender completed, signed and stamped as required; and
- b) Financial offer (Schedule of Payment priced) signed and stamped as required.

13 Tender Prices

- 13.1 The Contract shall be for the whole Works as described in Section 1 and 8 and Invitation to Tender, based on the schedule of payments submitted by the Tenderer.
- 13.2 The Tenderer shall Price the schedule of Payment as refer in tender documents, a detailed Breakdown of Prices is required for each part of the activities after design stage.
- 13.3 The project is tax exempted. Tender prices shall be prices without all import fees, sales taxes and custom duties.
- 13.4 The contract price quoted by the Bidders/Tenderers shall be fixed and is not subject to any adjustment during the project period or any time extension.
- 13.5 **The sales tax, customs duties, fees and other levies** shall be dealt as follows:
- a. For any part or whole of permanent works, materials which become property of the Employer for which the sales tax, custom, fees and other levies is paid by the bidder, the stated amount will be reimbursed against providing original receipt for permanent works materials. Value of permanent works, material cannot exceed prices given in the Contract.
 - b. Taxes paid for consumables and temporaries of all kinds will not be reimbursed.
 - c. Taxes for transport facilities have to be paid by the Bidder, including all fees, charges, insurance, registration, transfer of ownership, clearances, maintenance during the project period and will not be reimbursed.

14 Currencies of Tender and Payment

- 14.1 The currency(ies) of the bid and the currency(ies) of payments shall be in **Jordanian Dinars (JOD)**.

15 Tender Validity

- 15.1 Tenders shall remain valid for a period of 180 days after the deadline for tender submission. A tender valid for a shorter period shall be rejected by The Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request that the Bidders/Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Tender security. A tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender security for the period of the extension, and in compliance with ITT 16 in all aspects.

16 Tender Security (Bank Guarantee)

- 16.1 The Tenderer shall furnish as part of his Tender, a Tender security in amount of **JOD 210,000.00** (Two Hundreds and Ten thousands Jordanian Dinar) valid for **180 days**, starting from the submission date of tender. The original security/guarantee has to be included with the original offer.
- 16.2 The format of the Tender security (bank guarantee) shall be in accordance with the sample form of Tender security included in ITT 2.
- 16.3 Any Tender not accompanied by an acceptable Tender security shall be rejected by the Employer as non-responsive.

- 16.4 The Tender securities of unsuccessful Bidders/Tenderers will be returned as promptly as possible, upon the successful Tenderer signing the Contract and furnishing the Performance Security.
- 16.5 The Tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security, pursuant to ITT 34.
- 16.6 The Tender security may be forfeited:
- (a) if the Tenderer withdraws his Tender during the period of Tender validity;
 - (b) if the Tenderer does not accept the correction of his Tender price, pursuant to ITT 28.2; or
 - (c) In the case of Award of Contract, if he fails within the specified time limit to
 - (i) Sign the Agreement, or
 - (ii) Furnish the required Performance Guarantee.
- 16.7 The tender security of a joint venture shall be issued to commit fully all partners to the proposed joint venture.

17 Alternative Proposals by Bidders/Tenderers

- 17.1 Bidders/Tenderers shall submit offers which comply with the requirements of the tender documents and with the basic technical design as indicated in the Drawings and Specifications. **Alternatives by Bidders/Tenderers will not be considered during tender evaluation.** The attention of Bidders/Tenderers is drawn to the provisions of ITT27 regarding the rejection of Tenders which are not substantially responsive to the requirements of the Tender documents.

18 Pre-Tender Meeting

- 18.1 The Tenderer or his authorized representative is invited to attend a Pre-Tender Meeting which will launch at a place and dates mentioned in the Invitation to Tender.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The Tenderer is requested to submit any questions in writing or by cable, to reach the Employer as indicated in the Invitation to Tender.
- 18.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the Tender documents as an addendum to the contract. Any modification of the Tender documents listed in ITT8.1 which may become necessary as a result of the Pre-Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the Pre-Tender Meeting only.
- 18.5 Non-attendance at the Pre-Tender Meeting will not be a cause for disqualification of a Tenderer.

19 Format and Signing of Tender

- 19.1 The Tenderer shall prepare ONE original and one copy of the documents comprising the tender as described in ITT 12 of these Instructions to Bidders/Tenderers, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancies between them, the original shall prevail One digital copy of each envelope content saved on a Microsoft Windows accessible CD/DVD and formatted in PDF format shall be inserted with the envelope content

- 19.2 The original and the copy of the Tender shall be typed or written in indelible ink (in the case of the copy, photo-copies are also acceptable) and shall be stamped and signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to ITTs 4.1 (d) or 4.2 (c), as the case may be. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.
- 19.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

D. SUBMISSION OF TENDERS

20 Sealing and Marking of Tenders

- 20.1 The Tenderer shall enclose the original and copy of all tender's Envelope No.1 and Envelope No. 2, including alternative tenders, if permitted, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope and shall be in a package strong enough to protect the contents during transport and handling.
- 20.2 The inner and outer envelopes and the outer package shall
- (a) Be addressed to the Jordan Water Company L.L.C Miyahuna at the following address:

Jordan Water Company L.L.C Miyahuna

The Procurement Manager

Jabel Hussein

P.O.Box 922918

Amman-11192, Jordan

Attn: Mr. Ahmad Lozi

alozi@miyahuna.com.jo

Tel: +962 6 5666111

Fax: +962 6 5680854

- (b) And bear the following identification:

Tender for:

Smart utility transformation

CONTRACT No.: C-T-0015 fara 7"

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

- 20.3 In addition to the identification required in ITT 20.2, the outer package shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to ITT 22.
- 20.4 If the outer package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

21 Deadline for Submission of Tenders

- 21.1 Tenders must be received by the Employer at the address specified in ITT 20.2 above no later than 11:30 o'clock a.m. local time, on the date mentioned in the Invitation to Tender.
- 21.2 The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT 10, in which case all rights and obligations of the Employer and the Bidders/Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

22 Late Tenders

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

23 Modification and Withdrawal of Tenders

- 23.1 The Tenderer may withdraw, substitute, or modify its tender after it has been submitted by sending a written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.
- 23.2 The Tenderer's modification notice shall be prepared, sealed, marked and delivered in accordance with the provisions of ITT 20, with the outer and inner envelopes additionally marked "MODIFICATION".
- 23.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.
- 23.4 Withdrawal of a Tender after its submission and before the expiration of the period of Tender validity specified in the Form of Tender will result in the forfeiture of the Tender security pursuant to ITT 16.

E. TENDER OPENING AND EVALUATION

24 Tender Opening

- 24.1 Miyahuna Tender Committee will open the Tenders, including modifications made pursuant to ITT 23, at the time and date indicated in the Invitation to Tender, in the office of the Jordan Water Company L.L.C Miyahuna, address indicated in ITT20.2 (a), in the presence of Bidders/Tenderers ' representatives who choose to attend.
- 24.2 At the start of the technical Tender opening meeting, MiyahunaTender Committee shall read the names of the Bidders/Tenderers and open Envelope No. 1, technical offer, of each Tenderer and examine the documents included therein as prescribed above in ITT12.
- 24.3 Following the opening and evaluation of the technical submittals, the qualified Bidders/Tenderers who passed the technical evaluation will be invited at a date and venue to be announced to the opening of the envelope No.2, financial offers. The unqualified Bidders/Tenderers who failed the technical evaluation will be considered to be non-admissible and subsequently the Financial Offer will not be considered and returned unopened to the Tenderer.
- 24.4 The Tender Evaluation Committee shall prepare minutes of the Tender openings, technical and financial tender meeting, including the information disclosed to those present in accordance with ITT 24.2 and 24.3.

25 Confidentiality

- 25.1 All information provided in this document must remain confidential. All information received from Bidders/Tenderers as part of the Tender Process will be treated on a confidential basis by The Employer. The Employer reserves the right to disclose summary information concerning Tenders received.
- 25.2 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders/Tenderers or any other persons not officially involved in such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions will result in the rejection of the Tenderer's Tender.

26 Clarification of Tenders

- 26.1 To assist in the examination, evaluation and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT 28. If the tenderer does not provide clarifications of its tender by the date and time set in the Employer's request for clarification, its tender may be rejected.
- 26.2 From the time of tender opening to the time of Contract award, if any tenderer wishes to contact the Employer on any matter related to the tender, it should do so in writing.
- 26.3 Any effort by the tenderer to influence the Employer in the tender evaluation, tender comparison, or Contract award decisions may result in the rejection of the tender.

27 Examination of Tenders and Determination of Responsiveness

- 27.1 Prior to the detailed evaluation of Tenders, the Tender Evaluation Committee will determine whether each Tender:
- (i) meets the eligibility criteria stated under the Invitation to Tender and ITT 2;
 - (ii) Has been properly signed;
 - (iii) Is accompanied by the required securities;
 - (iv) is substantially responsive to the requirements of the Tender documents.

- 27.2 A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents, without any deviation or reservation. A deviation or reservation is one of the following
- (i) Which affects in any substantial way the scope, quality or performance of the Works;
 - (ii) Which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract or
 - (iii) Whose rectification would affect unfairly the competitive position of other Bidders/Tenderers presenting substantially responsive Tenders.
- 27.3 Any tender received by the Employer and did not comply with the requirements above shall be rejected.

28 Correction of Errors

- 28.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 28.2 The amount stated in the Form of Tender as covering letter of the financial offer in envelope No. 1, will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the tenderer does not accept the corrected amount of Tender, his Tender will be rejected, and the Tender security will be forfeited in accordance with ITT 16.6 (b).

29 Evaluation and Comparison of Tenders

- 29.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 27.
- 29.2 The Employer will evaluate the proposal based on the following evaluation criteria:

a) Verification of Tenders' responsiveness and eligibility at Tender opening

1. Envelope 1, Technical Offer, will be opened first and shall contain the documents as stated in ITT12. The offers are checked in regard to the requirements of the tender document by the Technical Evaluation Committee ;for absent or insufficient or incorrect in any of these documents mentioned in the table below, the tender will be considered ineligible and WILL NOT be considered for technical evaluation.
2. To confirm that the tender and other submissions are complete and contain all documentation required, the following checks will be made, which refer to the articles of the Instructions to Bidders/Tenderers :

ITT	Verification	Yes	No
4.1.(a)	Nationality for (Main bidder, Joint venture and\or Sub-contractor) in accordance with USAID Code 937	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(b)	Letter of submission, signed and stamped	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(c)	Tender security	<input type="checkbox"/>	<input type="checkbox"/>
	validity for 180 days from submission date original bank guarantee in original Tender		
4.1.(d)	Power of Attorney, attached and signed	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(e)	Delegation of Power (If applicable)	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(f)	Declaration of Undertaking, attached and signed	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(g)	List of Deviations and as per attached form	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(h)	Current Commitment, list of ongoing projects of the company including total value of each project	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(i)	Company experience under contracts in the role of prime bidder, JV member, sub-contractor, or management bidder for at least 10 years.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(j)	Minimum of one similar project is required for each category The project(s) is/are considered as similar; if similar in scope, project components and value for this project	<input type="checkbox"/>	<input type="checkbox"/>
	(Performance Certificate is required, contact details to be submitted)		
4.1.(k)	Letter of the financial institution (or bank) issuing the Tender security agree therein to issue the Performance Guarantee in case of Award of the Contract	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(l)	Final Outline Performance Work Program	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(m)	Final detailed Method Statement for the Project (in addition presentation is required and considered as a part of the bidder's proposal to introduce the bidder understanding and his solution and plan to implement the project.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(n)	Any Addendum issued to the Bidders/Tenderers (signed and stamped)	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(o)	Remaining Tender Documents attached in Envelope 1 of the Tender, signed and stamped as part of the Contract	<input type="checkbox"/>	<input type="checkbox"/>
4.1.(p)	One complete set of drawings (A3 format) signed and stamped	<input type="checkbox"/>	<input type="checkbox"/>
4.2.(a)	Present of Joint Venture statement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
4.2.(b)	Present of Sub-contractor proposal (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
<u>TENDER found ELIGIBLE</u>		YES	NO
		<input type="checkbox"/>	<input type="checkbox"/>

b) Evaluation of the Technical Capability of Tenderer

1. Each Technical proposal will be evaluated by the Employer to determine whether it is responsive or capable of being made responsive to the requirements of the tender documents.
 - A substantially responsive Tender is one that meets the requirements of the Tender Document without deviation, reservation, or omission as defined as follows:
 - (a) “Deviation” is a departure from the requirements specified in the Tender Document;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document.
 - A Deviation, Reservation, or Omission is one that,
 - (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI; or
 - (ii) limit in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders/Tenderers presenting substantially responsive Tenders.
 - The Employer shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VI have been met without any material Deviation, Reservation, or Omission.
 - If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.
2. A responsive technical proposal is one that conforms to all the terms, conditions, requirements and specifications of the tender documents.
3. In Evaluating the technical proposals, the Employer will take into account the technical requirements of the technical solution proposed, along with the ease of maintenance, relative operating cost, expandability, system availability, availability of spare parts, smartness, maintenance service requirements, communication coverage and feasibility. Tenderer shall submit adequate supplemental data/ information with the technical solution and the preliminary design to enable the employer to assess the aforementioned criteria as part of the technical proposal evaluation. The employer may discuss with the Bidders/Tenderers any or all aspects of its technical proposal during the presentation time which is to be considered as part of his technical offer.
4. Technical proposal will be reviewed by the Employer and when required, clarifications will be requested. Technical proposals including any clarifications will be evaluated for technical responsiveness to the requirements of the tender documents as specified herein.
5. After receipt of all additional information and clarifications, technical proposals will be evaluated.
6. The minimum requirements to be covered in technical proposal mentioned in the table below are for evaluation purposes only, and does not release the tenderer from fulfilling his obligations as per the tender documents.
7. The technical capability of each Tenderer will be evaluated on the basis of the information submitted in the Tender. All technical criteria need to be fulfilled and be fully responsive. If one minimum criterion is not fulfilled, the tenderer shall be considered as non-responsive and disqualified from any further evaluation and consideration.

MINIMUM REQUIREMENTS TO BE COVERED IN TECHNICAL PROPOSAL AND THE PRESENTATION	Yes	No	Reference in technical proposal (section, page)
AMI system The Tenderer should demonstrate the following aspects as a minimum: - The Criteria to be adopted - The required data and information - communication method and analysis	<input type="checkbox"/>	<input type="checkbox"/>	
Connection to SCADA system The Tenderer should demonstrate the following aspects as a minimum: - Proposed methodology and procedure to connect , monitor and control new nodes to Miyahuna SCADA System	<input type="checkbox"/>	<input type="checkbox"/>	
Smart Metering and Connection to AMI system The Tenderer should demonstrate the following aspects as a minimum: - Smart Static Metering technologies to be adopted. (Ultrasonic or Electromagnetic) - Proposed methodology and procedure to verify the Meter Sizing and Installation conditions that meet the manufacturer recommendations and Site conditions as described in the technical requirements. - Proposed methodology and procedure to connect meters to Miyahuna AMI System under ERP system - Meter Replacement procedure and data handling	<input type="checkbox"/>	<input type="checkbox"/>	
Smart Platform System The Tenderer should demonstrate the following aspects as a minimum: - Knowledge in water utility network and water distribution - demonstrate Sample of AI algorithms that will be developed. - Propose methodology and procedure to utilize the AI to smartly monitor and control the primary and selected DZ, DMAs. - demonstrate Sample of Exported report which will be generated - IT security	<input type="checkbox"/>	<input type="checkbox"/>	
Communication Network The Tenderer should demonstrate the following aspects as a minimum: - proposed communication topology and technology - proposed communication Protocol	<input type="checkbox"/>	<input type="checkbox"/>	
<u>TENDER found RESPONSIVE</u>	YES	NO	

c)2nd Phase Evaluation of Financial offers:

1. Bidders/Tenderers determined to be administratively fully responsive and technically competent will be taken for further consideration. Their financial proposals (offers) will be opened and checked regarding arithmetical errors in computation and summation in accordance with ITT 28 of the Instruction to Bidders/Tenderers .
 2. As a result of the above-mentioned steps, the Tender who offered the lowest comparable price and within the budget available for the award of Contract.
- 29.3 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any correction for errors pursuant to ITT 28;

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

$$CBP = C + PW \sum_3^{10} SC$$

Where;

CBP = Comparable Bid Price

C = Contract Price;

PW= present worth of cost for year 3* through 10 at discount rate of 3%

SC = yearly Services cost during the project life cycle for years (3 to 10), in other words after the end of support period. This includes (Fees, Licenses, communication, upgrade, Bugs fix, maintenance for the system)

* For financial evaluation purposes

* : starting after the end of defect notification period.

The Bidder is obliged to submit a commitment letter and guarantees on the yearly Services cost during the project life cycle for five years. The commitment letter is required from the mother companies, service and communication provider and regulatory authorities. "Not the supplier nor the bidder".

F. AWARD OF CONTRACT

30 Award

- 30.1 Subject to ITT 32, the Employer will award the Contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender documents and who has **passed the** technical evaluation, provided that such Tenderer has been determined to be
- (i) Eligible in accordance with the provisions of ITT 2.1;
 - (ii) qualified in accordance with the provisions of ITT 4; and his prices are considered the lowest.

- 30.2 (a) No Tenderer shall contact the Employer on any matter relating to its proposal, from the time of bid opening to the time of contract is awarded.
- (b) Any effort by a Tenderer to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the tenderer's proposal.
- (c) The Employer has the right to request any additional documents and clarifications from the Bidders/Tenderers during the evaluation phase and the Bidders/Tenderers shall provide such documents within the date assigned by the employer. The tenderer who fails to submit such documents will be rejected and subsequently the Financial Offer will not be considered and returned unopened to the Tenderer.
- 30.3 The Tenderer with the Lowest Financial offer (Lowest Price) of the technically responsive offers will be invited for negotiation in order to award the contract.

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

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

32 Notification of Award

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

33 Signing of Agreement

- 33.1 At the same time the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will send the Tenderer the Form of Agreement provided in the Tender documents, incorporating all agreements between the parties or a contract signing ceremony will be organised by the Employer.
- 33.2 Within (14) days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer.

34 Performance Bank Guarantee and Stamp Duties

- 34.1 Within 14(fourteen) days of receipt of the notification of award from the Employer, as indicated in ITT 32, the successful tenderer shall submit to the Employer a Performance Security in the form of a guarantee issued by a financial institution, approved by the Employer, in an amount of 10% (ten percent) of the Accepted Contract Amount in accordance with the Conditions of Particular Application. The Performance Security shall be denominated in the types and proportions of currencies in which the contract is payable. The sample form of Performance Guarantee provided in ITT 4 of the Tender documents shall be used.

- 34.2 The Performance Guarantee to be provided by the successful Tenderer shall be an unconditional bank guarantee issued either (a) at the Tenderer's option, by a bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 34.3 Failure of the successful Tenderer to comply with the requirements of ITTs 33 or 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security.
- 34.4 The performance bond must be submitted to the Employer prior to contract signature and copies of the performance bond shall be included in the contract document.
- 34.5 The awarded contractor shall pay the required stamp duties, according to WAJ regulations, and submit a copy of the payment to the Employer to be inserted in the contract document.

END – INSTRUCTION TO BIDDERS/TENDERERS

SECTION 2

FORMS TO BE SUBMITTED WITH TENDER

FORM OF
LETTER OF SUBMISSION

SHEET NO. A

Name of Contract:

“Smart Utility Transformation Project”

Name of Tenderer:

Address:

Tel.:

Fax:

E-Mail:

To:

Gentlemen,

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

1. In this Envelope No. 1 (Technical Offer) of our Tender, we include the Eligibility Documents as mentioned in your Instruction to Tenderer

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

2. The attached Envelope No. 2 (Financial Offer) of our Tender contains
 - a. Form of Tender
 - b. Appendix to Tender
 - c. Priced Schedule
 - d. electronic copy on CD

3. We confirm that our Tender is in full compliance with the Tender Documents and all amendments issued. We further confirm that our Tender does not contain any conditions or modifications or deletions or special conditions or clarifications of any sort. If any such additions or modifications or the like of any sort are noted in our Tender, following Tender opening, they are hereby considered null and void.
4. We confirm that, as part of our contract obligations, we shall supply and install the materials as per the document General and Particular Technical Specifications.
5. We confirm that the materials and supplies comply with the minimum requirements of the General and Particular Technical Specifications. If during the implementation of the Contract, it is determined by the Engineer that any of the materials or supplies does not meet the minimum requirements of the Specifications of the Contract we undertake to provide and to complete the Works in full compliance with the Contract and at no additional cost for the Employer.

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

Signed this day of.....

Stamp and Signature

By:

Position:

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

Current Commitment – LIST FOR ON-GOING PROJECTS

As indicated under item 29 – Evaluation and Comparison of Tenders, the list for **on-going projects** has to be filled by the contractor including the total value for each project.

ON-GOING PROJECTS:

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

Total Summary in JOD

--

SIMILAR PROJECTS

As indicated under item 4.1(k) – Eligibility, the list for **Similar Projects** has to be filled by the contractor, Joint Venture Members, and subcontractor, for the similar contracts of size and nature including the total value for each project, and similar key activities, Performance Certificates or Completion certificate is to be submitted for each contract.

Fill out one (1) form per contract.

Contract of Similar Size and Nature and Key activities		
Contract No. of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the similarity in accordance with Criterion 4.1 (k) of ITT 1 - Instruction to Tenders		
The project implemented in water sector and analysis for primary water system.		
The project conducting hydraulic modeling		
The project included creating a smart platform for water utility.		
Installing smart meters and implemented AMI solution.		

WORK PROGRAMME AND METHOD STATEMENT

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

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

The performance programme can be elaborated in Primavera or MS Project

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

STAFF SCHEDULE

After Awarding, the Contractor is obliged to submit his technical staff with required experiences for the purpose of this project subjected to the Employer approval.

Form of Bid Security (Bank Guarantee)

Note for tenderer - All italicised text is for use in preparing this form and shall be deleted from the final document.

_____ **[Bank's Name, and Address of Issuing Branch or Office]**
Beneficiary: _____ **[Name and Address of Employer]**
Date: _____

TENDER GUARANTEE No.: _____

We have been informed that _____ **[name of the Tenderer]** (hereinafter called "the Tenderer") has submitted to you its Tender dated _____ (hereinafter called "the Tender") for the execution of _____ **[name of Contract]** under Invitation for Bids No. _____ ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we _____ **[name of issuing bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ **[amount in figures]**(_____) **[amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Letter of Tender; or
- (b) does not accept the correction of arithmetic errors, in accordance with the Tender Document; or,
- (c) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Tender Document.

This guarantee shall be for 180 days from the date of bid submission and will expire:

(a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the signing the contract by the successful tenderer; or (ii) thirty days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

[signature(s)]

Authorised for: **[name of issuing bank]**

نموذج كفالة دخول العطاء
TENDER GUARANTEE

إلى السادة : شركة مياة الاردن " مياها "

يسرنا إعلامكم بأن مصرفنا (اسم المصرف.....)

يكفل المقاول / شركة / مؤسسة..... **بتعهد لا رجعة عنه غير قابل للنقض**.
بمبلغ () ديناراً " أردنياً " فقط..... ديناراً " أردنياً ".

وذلك مقابل كفالة دخول العطاء رقم:
الخاص بمشروع:

لنأمن قيامه بالتزاماته كمناقص متقدم للعطاء المذكور ، وفقاً للشروط المتعلقة بذلك والتي دخل العطاء
المذكور على أساسها.

وتبقى هذه الكفالة سارية المفعول لمدة (180) يوماً " من (تاريخ فتح العروض) أو لحين توقيع الاتفاقية مع
أحد المناقصين أيهما أسبق.

وإننا نتعهد **بتعهد لا رجعة عنه غير قابل للنقض** بأن ندفع لكم المبلغ المذكور أعلاه عند أول طلب منكم
بصرف النظر عن أي اعتراض من قبل المناقص.

توقيع الكفيل/مصرف.....
المفوض بالتوقيع.....
التاريخ.....

SECTION 3

DECLARATION OF UNDERTAKING

DECLARATION OF UNDERTAKING "Smart Utility transformation"

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

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

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

.....
Place, Date

.....
Tenderer's Signature and Stamp

SECTION 4

SCHEDULE OF PAYMENTS

PREAMBLE

GENERAL:

1. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item.
2. Bidders/Tenderers shall be deemed to have read the Employer’s Requirements and other sections of the Bidding Document to ascertain the full scope of the requirements included in each item prior to filling in the Rates and Prices. The entered Rates and Prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If Bidders/Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 9 prior to submitting their bid.

Stage	Phase	Item	Payment Approval Criteria	Remuneration in percent (%) of Total	Remuneration in percent (%) in Total
Design Stage	Smart Platform, AMI and Big customers Design	Approved detailed design of the Smart Platform, AMI and big customers	* Report showing the following: - Artificial intelligence Algorithms to be implemented -Approved technical submittals for the Hardware and Software Specifications - Interface protocol between the Smart platform and Miyahuna Systems - Big Customers meters design report including meter sizing, field study to recommend the optimal installation conditions for all big customers and AMI system design with communication study. - Satisfactory evidence that the design meet all the requirements stated in volume III	100%	100%
Implementation	Implementation on Primary	procurement	* Satisfactory evidence subjected to the Employer/ Engineer approval	30%	30%

Stage	Phase	Item	Payment Approval Criteria	Remuneration in percent (%) of Total	Remuneration in percent (%) in Total
		Installation of monitoring, control and metering devices and connect them into SCADA System	* Site Acceptance Test (SAT) report to be submitted Approved by the Employer/ Engineer	30%	60%
		Integration of all nodes of the primary system (exist and new nodes) into the smart platform, including the operation mode analysis and learning phase		20%	80% ^(a)
		Initial Commissioning, testing and reporting			
	Implementation on Secondary	procurement	* Satisfactory evidence subjected to the Employer/ Engineer approval	30%	30%
		Installation of monitoring, control and metering devices and connect them into SCADA System	* Site Acceptance Test (SAT) report to be submitted Approved by the Employer/ Engineer	30%	60%
		Initial commissioning, testing and reporting		20%	80% ^(a)
	Implementation on tertiary	procurement	* Satisfactory evidence subjected to the Employer/ Engineer approval	30%	30%
		installation of customer smart meter, shut-off valves and any other required devices in the selected DMAs and connect them to AMI system	* Site Acceptance Test (SAT) report to be submitted Approved by the Employer/ Engineer	20%	50%
		installation of Big Customers meters, Disconnections motorized valves and any other required devices and connect them to AMI and smart operation system	* Meter replacement data uploaded into Miyahuna Billing and GIS systems	20%	70%

Stage	Phase	Item	Payment Approval Criteria	Remuneration in percent (%) of Total	Remuneration in percent (%) in Total
Project Overall Commissioning		Initial Commissioning, testing and reporting		10%	80% ^(a)
	The contractor is obliged to commission and operate the full system for six months including the training and the technology transfer		^(a) The release of the retained percentage values is to be made on monthly basis (for the duration of 6 months) after successful operation and commission of the overall project components according to Volume 3 section 3.2.4 “Commissioning “		
System operational service			* At end of each year, provided that the contractor committed to response to all events during the support period according to the approved service level agreement submitted by the contractor at time of tender and the conditions stated in volume 3 section 3.2.5 “ support”	100%	100%
Provisional Sum			* For any additional works not required in the tender documents, subjected to the Employer/ Engineer request		

PRICING:

1. The units and rates in figures entered into the Price Schedules should be typewritten, or if written by hand must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
2. Any alterations necessary due to errors, etc., shall be initialled by the Tenderer.
3. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders/Tenderers in the Bidding Document. For each item, Bidders/Tenderers shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in (Employer’s Requirements) or elsewhere in the Bidding Document.

-
4. When requested by the Employer for the purposes of making payments or part payments, valuing variations, or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.
 5. The compliance with the Employer requirements and objectives set out under the Contract is an essential obligation which goes to the root of the Contract. The Employer will rely on the skills and experience of the Contractor in designing, building, and commissioning the designated system which is fit-for-purpose and fully meets the requirements set out under the Contract, in particular with due regard to performance of the facility.
 6. The Bidder is obliged to fully abide to the pricing schedule mentioned below.

The Tenderer shall submit at time of tender a schedule of payments in line with the below guide lines table. In addition to preliminary breakdown prices (BOQ) is required.

After Awarding the contractor is obliged to submit a detailed BOQ for all the work needed to implement this project with no modification on total price for the contract and for each item (Stage) submitted at the time of tender.

Stage	Phase	Item	Unit	Total Price (JOD)	Total Price (in words/JOD)	
Design Stage	Design of the Smart Platform, AMI and big customers	Approved detailed design of the Smart Platform, AMI and big customers	Lump Sum			
Implementation Stage	Implementation on Primary	Procurement	Lump Sum			
		Integration of all nodes of the primary system (exist and new nodes) into the smart platform, including the operation mode analysis and learning phase				
		Commissioning, testing and reporting				
	Implementation on Secondary	Procurement,	Lump Sum			
		Integration of all nodes of the secondary system into the smart platform, including the operation mode analysis and learning phase				
		Commissioning, testing and reporting				
	Implementation on tertiary	procurement	Lump Sum			
		installation of customer smart meter, shut-off valves and any other required devices in the selected DMAs and connect them to AMI system				
		installation of Big Customers meters, Disconnections motorized valves and any other required devices and connect them to AMI and smart operation system				
		Commissioning, testing and reporting				
	Support	The contractor is obliged to provide technical Support after the commissioning stage final taking over and during the defect notification period for two years on annual basis. The Support includes the annual fees (communication, electricity, upgrade...etc.), licenses.		Lump Sum		
	Provisional Sum			P.S	300,000	
Contract Price (JOD)						

The new electricity connection and subscription fees for whenever needed will be deemed to be part of the provisional sum, while the annual fees must be part of the contract price according to the pricing schedule.

Where;

CBP = Comparable Bid Price

C = Contract Price;

PW= present worth of cost for year 3* through 10 at discount rate of 3%

SECTION 5

Data Room Link

https://miyahunacomjo-my.sharepoint.com/:f/g/personal/mmaaitah_miyahuna_com_jo/Ev_cJP7rP1xMmYVbCTFMT_MBIW_ueN_Gkf--1jLdURj3eA?e=osMkFA