

شركة مياه الأردن – مياهنا ذ.م.و.

JORDAN WATER COMPANY – MIYAHUNA LLC

C-T-22-0024 FARA PHASE II

Comprehensive Customers Survey (CSS)

for Zarqa Government and Fuheis & Mahis

TENDER DOCUMENTS

2022

- آخر موعد لبيع وثيقة العطاء هو الساعة 03:00 من مساء يوم الخميس الموافق

23/06/2022

- يبدأ موعد تسليم العروض على العنوان المذكور أدناه من الساعة 8:30 صباحاً لغاية الـ

11:30 ظهراً من يوم الاربعاء الموافق 2022/07/06.

- سيتم فتح العروض في تمام الساعة الثانية عشرة من يوم الاربعاء الموافق 2022/07/06

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1. ACRONYMS & ABBREVIATIONS

ANSI	American National Standards Institute
AWWA	American Water Works Association
BS	British Standards
BSP	British Standards Pipe
DI	Ductile Iron
DMA	District Meter Area
DN	Nominal Diameter
DZ	District Zone
EPDM	Ethylene Propylene Diene Methylene
GIS	Geographic Information System
ISO	International Organization for Standardization
MID	Measuring Instruments Directive
NRW	Non-Revenue Water
NSF	National Science Foundation
PN	Nominal Pressure
QA	Quality Assurance
QC	Quality Control
RSS	Royal Scientific Society
SS	Stainless Steel
X7	PURCHASER Billing System
JSMO	Jordan Standard and Metrology Organization
NGO	Non-governmental organization

2. FORM OF INVITATION TO BID

COMPREHENSIVE CUSTOMERS SURVEY (CSS) for ZARQA Governorates and Fuheis & Mahis.

CONTRACT NO. C-T-22-0024 FARA PHASE II

1. Jordan Water Company – Miyahuna LLC (here in after called “The Employer”) invites sealed bids from eligible and qualified bidders for the Comprehensive Customers Survey (CSS) for Zarqa Governorate and Fuheis & Mahis.

2. The Scope of Work as follow:

This project aims to correct, upgrade and build accurate Customer Information System (CIS) and Geographic Information System (GIS) databases for Water and Wastewater Customers at Miyahuna Zarqa Governorates and Fuheis & Mahis by:

- a. Conduct a comprehensive customers’ survey for **Zarqa Governorates and Fuheis & Mahis** to create accurate customers’ database system for water and wastewater services and upgrade Miyahuna’s existing water and wastewater customers’ Information Systems (CIS) and Geographic Information Systems (GIS).
- b. Analyze, improve and create new Collection Routing System using GIS for **Zarqa Governorates and Fuheis & Mahis** to increase bills distribution and collection process efficiencies.
- c. Integrate exist Archiving databases, comprehensive customer survey database and collection routing system together.
- d. Integrate the outcomes of this project (comprehensive customer survey CSS and collection routing system (CRS) components databases) with Miyahuna existing CIS and GIS databases to get updated and accurate customer information system and GIS for water

3. The Bidding Documents (RFP) includes the following documents:

- Section 1 – Acronyms & Abbreviations
- Section 2 – Form of Invitation to Bid
- Section 3 – Instruction to Bidders
- **Section 4 – Technical and financial Evaluation**
- Section 5 – Bidding Forms
- Section 6 – Terms and Conditions
- Section 7 – Scope of Works
- **Section 8 – Financial Offer Form (Schedule of Rates)**
- Section 9 – Standard Forms

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4. Interested eligible Bidders may obtain further information and inspect the Bidding Documents (RFP) at the address noted below:

Jordan Water Company L.L.C Miyahuna

P.O.Box 922918

Amman-11192, Jordan

Attn: Mr. Ahmad Lozi

alozi@miyahuna.com.jo

nalhindawi@miyahuna.com.jo

Tel: +962 6 5666111

Fax: +962 6 5680854

5. A complete set of the Bidding Documents (RFP) can be purchased at the same address noted above, starting **from May 31,2022** for the non-refundable fee of **(300.00 JD) Three Hundred**. The method of payment will be (cash).
6. The document should be collected by an authorized representative.
7. The last day for purchasing the Bidding Documents is **(at 3:00 pm on June 23,2022.)**
8. Site visits are scheduled for the project area from Miyahuna. Bidders are responsible for their own transportation to the site.
9. Miyahuna will organize a pre-bid meeting, **on June12,2022** at the office of Miyahuna. Miyahuna may conduct a Site visit concurrently with the pre-bid meeting.
10. Any questions regarding the Bidding Documents shall be sent to Procurement Manager via fax or (preferably) email to the above mentioned address **before June 15,2022**. Bidders are obliged to follow up the issuance of any addenda to the bidding documents or answers to inquiries issued by Miyahuna official e-mail letter. Questions will be answered by **June 23,2022**.
11. Deadline for submission of bids is **on July 6 ,2022** at Jordan local time by hand at Miyahuna address mentioned above.
12. The tender documents must be **submitted in one sealed envelope** as detailed in the Bidding Documents.
13. The Bid Security shall be provided in a sealed envelope for an amount of **3%** from the bid price offered and must be valid for (180) days after the deadline for bid submission. A certified cheque will be rejected.
14. Miyahuna has the right to cancel the Tenders without bearing any financial or legal obligations

15. Miyahuna will not be responsible for lost and/or undelivered documents sent by mail, Fax or similar means.
16. Miyahuna reserves the right to accept or reject any offer, and to annul the bid and cancel the procurement process at any time, without thereby incurring any liability to Bidders.
17. All information provided/submitted by the tenderers shall be accurate, correct and duly certified.
18. Tendering Time Frame (Bidding Process Timetable)

Table 1: Bid Process Timetable

#	Description	Date from	Date to
1	Announcement	May 31, 2022	
2	Receipt of Bidding Documents by bidders as previously mentioned	May 31, 2022	June 23, 2022
3	Pre bid meeting Site Visit	June 12,2022 9:00 AM at Miyahuna offices Zarqa June 13, 2022 9:00 AM start at Miyahuna offices Zarq	
4	Questions and Inquiries of Bidders/Tenderers about the Tender, which shall be addressed to the following email addresses: alozi@miyahuna.com.jo Nhindawi@miyahuna.com.jo ggaddah@miyahuna.com.jo rzraikat@engicon.com	May 31, 2022	June 15, 2022
5	Answers to Item 4 above by Jordan Water Company (Miyahuna) and issuing addendum if needed.	June 23,2022	
6	Submission of offers by Bidders/Tenderers	July 6, 2022 From 8:30Am until 11:30Am max Jordan local time.	
7	Opening of Bidders/Tenderers offers	July 6, 2022 at 12:00pm Jordan local time.	

Jordan Water Company – Miyahuna LLC

3. INSTRUCTIONS TO BIDDERS

This section provides the information necessary for bidders to prepare responsive bids in accordance with the requirements of Miyahuna. It also gives information on bid submission, opening, and evaluation, and on the award of Contract.

3.1 INTRODUCTION

This project aims to correct, upgrade and build accurate Customer Information System (CIS) and Geographic Information System (GIS) databases for Water and Wastewater Customers at Miyahuna Zarqa Governorates and Fuheis & Mahis by:

1. Conduct a comprehensive customers' survey for **Zarqa Governorates and Fuheis & Mahis** to create accurate customers' database system for water and wastewater services and upgrade Miyahuna's existing water and wastewater customers' Information Systems (CIS) and Geographic Information Systems (GIS).
2. Analyze, improve and create new Collection Routing System using GIS for **Zarqa Governorates and Fuheis & Mahis** to increase bills distribution and collection process efficiencies.
3. Integrate exist Archiving databases, comprehensive customer survey database and collection routing system together.
4. Integrate the outcomes of this project (comprehensive customer survey CSS and collection routing system (CRS) components databases) with Miyahuna existing CIS and GIS databases to get updated and accurate customer information system and GIS for water and wastewater customers.

3.2 GENERAL

1. Throughout this RFP documents:
 - a. "Bid", "tender" and "proposal" and their derivatives ("bidder/tenderer", "bid / tendered / proposed", "bidding / tendering", "bidding document / request for proposal", etc.) are synonymous.
 - b. The term "in writing" means communicated via email or in written form and delivered against receipt; the communication protocol is to be approved after the contract signature
 - c. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - d. "Origin" means the place where the materials, plant, equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied

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- e. Miyahuna requires that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. Miyahuna will deal with any case where it was found that the Bidder 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 Miyahuna internal policies.

3.3 ELIGIBLE BIDDERS

This bid is open to bidders who will pass the Eligibility Conditions check. The Eligibility Conditions are as follow:

1. A bidder may be a private entity or any combination of such entities (Single or any kind of partnership such as Joint Venture, consortium, etc with providing a signed initial agreement of the following entities:
 - a. Authorized and registered Engineering and consultancy firm with similar experience.
 - b. Authorized and registered certified survey office;
 - c. Registered statistical survey company partner with registered engineering or certified survey office
 - d. Any registered & Certified Company with relevant experience.
2. A Bidder may be a firm that is a private entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
3. 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.
4. 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 bidding process and, in the event the JV is awarded the Contract, during contract execution.
5. NGO offers could be accepted conditional to:
 - a. As subcontractor but not as any kind of partnership
 - b. Subcontractor initial agreement document must be submitted with the technical offer signed and stamped.
 - c. NGO must be officially registered in JORDAN.
 - d. In Addition to be compatible with Code #937
6. The Bidders shall provide the financial and audits reports for the last three years (2019, 2020 & 2021).
7. The Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this procurement process, if the Bidder:

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- a. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. Receives or has received any direct or indirect subsidy from another Bidder; or
 - c. Has the same legal representative as another Bidder; or
 - d. Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of Miyahuna regarding this bidding process; or
 - e. Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - g. Any of its affiliates has been hired (or is proposed to be hired) by Miyahuna as Project Manager for the Contract implementation; or
 - h. Has a close business or family relationship with a professional staff of Miyahuna (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 Miyahuna throughout the procurement process and execution of the contract.
8. A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder 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 Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
 9. The Bidder and his subcontractors, and/or all the members of the Bidder Joint Venture's nationality should be complying individually and collectively with USAID code #937.
 10. A Bidder shall provide such evidence of eligibility satisfactory to Miyahuna, as Miyahuna shall reasonably request.

3.4 ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT AND SERVICES

1. The materials, Plant or contractor's equipment, other supplies, and services to be supplied under the Contract, shall have the country of origin refer to USAID code #937.

3.5 CONTENT OF BIDDING DOCUMENTS

1. The bidding documents include the following:
 - a. Section 1 – Acronyms & Abbreviations
 - b. Section 2 – Form of Invitation to Bid
 - c. Section 3 – Instruction to Bidders
 - d. Section 4 – Technical and financial Evaluation**
 - e. Section 5 – Bidding Forms
 - f. Section 6 – Terms and Conditions
 - g. Section 7 – Scope of Works
 - h. Section 8 – Financial Offer Form (Schedule of Rates)
 - i. Section 9 – Standard Forms
2. Unless obtained directly from Miyahuna, Miyahuna is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document. In case of any contradiction, documents obtained directly from Miyahuna shall prevail.

3.6 QUALIFICATION OF THE BIDDER

1. Bidders shall, as part of their bid:
 - (a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
 - (b) Any change in the structure or formation of a Bidder 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 Miyahuna. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (ii) in the opinion of Miyahuna, the change may result in a substantial reduction in competition. Any such change should be submitted to Miyahuna not later than the date of submission of the bid as stated in the bid process timetable; and
 - (c) Submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the Technical Specifications and the completion time.

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2. As a minimum, bidders shall provide the following information:
 - (a) Evidence of access to lines of credit and availability of other financial resources;
 - (b) Current litigation information; and
 - (c) Availability of essential equipment and nominated key personnel.
 3. Bids submitted by a joint venture of firms as partners shall comply with the following requirements:
 - (a) The bid shall include all the information listed in paragraphs 3.6.1 and 3.6.2 above;
 - (b) The bid security, the bid, and in case of a successful bid, the Agreement, shall be signed to be legally binding on all partners;
 - (c) One of the partners shall be nominated as being in charge (leader), and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - (d) The partner in charge shall be authorized 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 payment, shall be done exclusively with the partner in charge;
 - (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); and
 - (f) A copy of the Joint Venture Agreement entered into 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.

3.7 MULTIPLE BIDS

The bidder shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

3.8 CONFIDENTIALITY

1. All information provided in this document must remain confidential. All information received from Bidders as part of the Bid Process will be treated on a confidential basis by Miyahuna. Miyahuna reserves the right to disclose summary information concerning Bids received.

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2. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence Miyahuna's processing of bids or award decisions may result in the rejection of the bidder's bid.

3.9 BIDDING COST

1. The bidder shall bear all costs associated with the preparation and submission of his bid, and Miyahuna will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. Cost for raise and fall in the cost of labour, plant, materials, goods, consumables and other input to the works are deemed to be included in the bidder financial offer.
3. The prices quoted by the Bidder shall be fixed and shall not subject to any adjustment during the performance of the contract regardless any reasons.
4. The Contract shall be **tax exempted**; all taxes, duties and fees exemptions shall not be applied to this Contract.

3.10 PRE-BID MEETING AND SITE VISIT

1. The Bidder is obliged to visit and inspect the Site for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his Bid and the signing of the contract for the works.
2. A Pre-Bid Meeting and site visit will be conducted at the time and place as described in the Invitation to Bid.
3. All Bidders must confirm in writing (e.g. by fax or email correspondence) their participation. This meeting is open to all Bidders who shall make all arrangements and pay for their own transportation to and from the site and all other costs for attending the Pre-Bid Meeting and site visit.
4. All questions and answers raised will be recorded in the official minutes and circulated to all who purchased the Bidding Documents.
5. All Bidders must include confirmation with their bids that they have received minutes of that meeting.

3.11 CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

1. A prospective bidder requiring any clarification of the bidding documents may notify Miyahuna in writing at Miyahuna address indicated in the Invitation to Bidder. Miyahuna will respond to any request for clarification that he receives before or at the day as stated in the

Invitation to Bidder. Copies of Miyahuna's response will be forwarded to all bidders, including a description of the inquiry but without identifying its source.

2. At any time prior to the deadline for submission of bids, Miyahuna may amend the bidding documents by issuing addenda.
3. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all bidders. Prospective bidders shall promptly acknowledge receipt of each addendum in Writing to Miyahuna.

3.12 LANGUAGE OF BID

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Miyahuna, shall be written in English or/and **Arabic**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English or/and **Arabic language**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.13 DOCUMENTS COMPRISING THE BID

The bid submitted by the bidder shall comprise of **one sealed envelope marked as "Technical and Financial Proposal"**, which shall address and contains the following parts in the following order:

- a. **Part I – Bid Security**, with the value as stated in the Invitation to Bid and the Bidding document.
- b. **Part II– Eligibility**
 - All the required information/documents as explained under sub-section 3.3 above.
- c. **Part III- Detailed Technical Proposal:** **in accordance with Section 4** which shall consist of the following sub-parts in the following order:
 - Sub-Part (1) – Relevant Experience
 - Sub-Part (2) - Proposed Personnel
 - **Sub-Part (3) - Method Statement (Methodology , Considering the methodology should be not more than 30 pages)**
- d. **Part IV - where applicable**, each Joint Venture Bidder shall submit, as part of his Proposal, a **written commitment, in the form of a letter duly executed by an authorized officer of each joint venture participant, which,**

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- I. confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal;
 - II. confirms each joint venture participant's willingness to provide a joint and several guarantee to the Client to underwrite the performance of the joint venture in respect of the Contract; and
 - III. roles and responsibilities of each partner shall be clearly defined; and
 - IV. 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

e. Part V- a written power of attorney

- Demonstrating the authority of the person or persons signing the Proposal to bind the Bidder.

f. Part VI – This RFP,

- Signed and stamped as required.

g. Part VII – if applicable, documentary evidence in accordance with this RFP.

h. The duly filled-in Form of Bid; and

i. The Financial Offer (Schedule of Rates) as per the form in section 8, stamped and signed as required.

- Bidders bear sole liability for examining with appropriate care the Bidding Documents, including those Documents available for inspection and any modification to the bid documents issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the bid or the execution of the works. In the event that the Bidder is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the Bidder described above.
- The Bidder must provide all documents required by the provisions of the bid dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the Bidder. Bids which do not comply with the requirements of the bid dossier will be rejected.

3.14 CURRENCIES

1. The currency (ies) of the bid and the currency (ies) of payments shall be in Jordanian Dinar (JOD) only.

3.15 BID VALIDITY

1. Bids shall remain valid for the period of 150 days after the deadline for bid submission. A bid valid for a shorter period shall be rejected by Miyahuna as non-responsive.
2. In exceptional circumstances, prior to expiry of the original bid validity period, Miyahuna may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its bid security for the period of the extension.

3.16 BID SECURITY

1. The bid security shall be in the amount of 3% from the bid price offered , valid for 180 days after the deadline for bid submission, issued by a Jordanian bank acceptable to Miyahuna. The bid security shall be in the form set out in section 9 or in another form acceptable to Miyahuna. The original security must be included with the original bid.
2. The bid security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.
3. Any bid not accompanied by an acceptable bid security shall be rejected by Miyahuna as nonresponsive.
4. The bid securities of unsuccessful bidders will be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security.
5. The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.
6. The bid security may be forfeited
 - (a) If the bidder withdraws its bid; or
 - (b) In the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Sign the Agreement, or
 - (ii) Furnish the required performance security.

3.17 ALTERNATIVE PROPOSALS BY BIDDERS

If more than one alternative were submitted, the alternative marked with number 1, or similar marking, will be considered as the only alternative. Other alternatives will be disregarded.

3.18 FORMAT AND SIGNING OF BID

1. The bidder shall prepare one original of the documents comprising the bid as described in sub-section 3.13 clearly marked “**original.**” In addition, the bidder shall submit **one** copy of the bid and clearly marked “**copy**”. 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. In the event of discrepancy between them, the original hardcopy shall prevail.
2. The original and all copies of the bid shall be typed or written in indelible ink and shall be stamped and signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to paragraphs 3.6.1 (a) or 3.6.2 (c), as the case may be except for un-amended printed literature.
3. The bid shall contain no alterations, omissions, or additions, unless such corrections are signed by the person or persons signing the bid.
4. 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.

3.19 SEALING AND MARKING OF BIDS

1. The Bidder shall:
 - a) seal the original of the Bid Security in an envelope or package labelled, “Bid Security – Original” (the “Bid Security Envelope”) and indicate the name and address of the bidder
 - b) seal the original of the Technical and financial Proposal in an envelope or package labelled, “Technical and financial Proposal – Original” and indicate the name and address of the bidder
2. All mentioned documents above must be in outer envelope, according to the following:
 - a. be addressed to Miyahuna at the address as indicated in this RFP;
 - b. bear the name and identification number of the Contract; and
 - c. Provide a warning not to open before the time and date for bid opening.

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3. If any of the outer envelopes is not sealed and marked as above, Miyahuna will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelopes disclose the bidder's identity, Miyahuna will not guarantee the anonymity of the bid submission, and this may constitute grounds for rejection of the bid.

3.20 DEADLINE FOR BID SUBMISSION

1. Bids must be received by Miyahuna at the address specified in the Invitation to Bid.
2. Bidder shall not have the option of submitting their bids via email or any other electronic communication way other than specified in this RFP.
3. Miyahuna may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with sub-section 3.11 in which case all rights and obligations of Miyahuna and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.21 LATE BIDS

1. Miyahuna shall not consider any bid that arrives after the deadline for submission of bids, in accordance with sub-section 3.20. Any bid received by Miyahuna after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

3.22 BID MODIFICATION AND WITHDRAWAL

1. The bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice of the modification or withdrawal is received by Miyahuna prior to the deadline for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of sub-section 3.19, with the outer and inner envelopes additionally marked "modification" or "withdrawal," as appropriate.
3. No bid may be modified by the bidder after the deadline for submission of bids.
4. Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in sub-section 3.15 may result in the forfeiture of the bid security pursuant to sub-section 3.16.

3.23 BID OPENING – TECHNICAL AND FINANCIAL PROPOSAL

1. Miyahuna will open the Bid Security Envelopes, in the presence of bidders' designated representatives who choose to attend at the address, date and time as indicated in the Invitation to Bid and this RFP. The Technical and financial Proposal Envelope including

withdrawals and modifications made pursuant to sub-section 3.13 and 3.22, will be opened too.

2. The bidders' representatives who are present shall sign a register evidencing their attendance.
3. Envelopes marked "Withdrawal" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to sub-section 3.22 shall not be opened. Subsequently, all Technical Proposal Envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.
4. Miyahuna shall announce the Bidders' names at the opening of the Bid Security Envelope and Technical and financial Proposal Envelope. No bid shall be rejected at bid opening.
5. Miyahuna shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with item (3) above.

3.24 CLARIFICATION OF BIDS AND CONTACTING MIYAHUNA

1. To assist in the examination, evaluation, and comparison of bids, Miyahuna may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by Miyahuna in the evaluation of the bids in accordance with sub-section 3.27. If a Bidder does not provide clarifications of its bid by the date and time set in Miyahuna's request for clarification, its bid may be rejected.
2. From the time of bid opening to the time of Contract award, if any bidder wishes to contact Miyahuna on any matter related to the bid, it should do so in writing.
3. Any effort by the bidder to influence Miyahuna in the bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

3.25 EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL

1. Miyahuna will evaluate the Technical and financial Proposal received prior to the submission deadline and opened in accordance with sub-section **3.23** in accordance with the following:
 - a. Prior to the detailed evaluation of bids, Miyahuna will determine whether each Proposal (a) meets the eligibility criteria; (b) has been properly signed and stamped; and (c) meets the requirements as per sub-section 3.6.

Any bid received by Miyahuna and did not comply with these requirements shall be rejected.

b. Miyahuna will examine each Technical and financial Proposal submitted to determine whether the Proposal is complete and substantially responsive to these Biding Documents.

c. Miyahuna will evaluate the Technical and financial Proposals based on the following evaluation criteria:

I. Miyahuna, in accordance to the sub-section 3.13, 3.24 and 3.25, will carry out a detailed evaluation of the technical bids, in accordance with the requirements set forth and the criteria detailed in section 4 of these document.

II. Bidders must fulfil all requirements of this RFP in their proposals.

2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works and Services; (b) that limits in any substantial way, inconsistent with the bidding documents, Miyahuna's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

Only technical and financial proposals that fulfil all RFP requirement shall be determined as "substantially responsive bids".

3.26 CORRECTION OF ERRORS

1. Bids determined to be substantially responsive will be checked by Miyahuna for any arithmetic errors. Errors will be corrected by Miyahuna 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, unless in the opinion of Miyahuna there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

2. The amount stated in the bid will be adjusted by Miyahuna in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with sub-section 3.16.

3.27 EVALUATION AND COMPARISON OF BIDS

1. Miyahuna will evaluate and compare only the bids determined to be substantially responsive in accordance with sub-section 3.26 and 3.27.
2. In evaluating the bids, Miyahuna will adjust the bid price of each bid as follows:
 - a. Making any correction for errors pursuant to sub-section 3.27;
 - b. Applying any discounts offered by the bidder for the award of the contract, and
 - c. The prices quoted by the Bidder are not subject to any adjustment during the performance of the Contract regardless any reasons.
3. If Miyahuna find any serious unbalanced prices in any financial offers of the bidders, it may require the bidder to produce detailed price analyses for any or all items of the financial offer, to demonstrate the internal consistency of those prices with the schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, Miyahuna may require that the amount of the performance security set forth in sub-section 3.33 may be increased at the expense of the bidder to a level sufficient to protect Miyahuna against financial loss in the event of default of the successful bidder under the Contract.
4. Bidders have to bid for all items in the Financial Offer Form (Schedule of Rates), noncompliance with this requirement will result in bid rejection.
5. After application of the established in section (1 to 4) above, the Evaluated Bid Price for comparison of bids will be the total price of the fixed fee for all project phases.

3.28 AWARD

Subject to sub-section 3.30, Miyahuna shall award the Contract to the successful bidder whose bid has been achieved all the requirements in accordance with this RFP.

3.29 MIYAHUNA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Miyahuna reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Miyahuna's action.

3.30 PURCHASE'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

Miyahuna reserves the right at the time of contract award to increase or decrease, by the percentage not exceed twenty percent (20%), the quantity of goods and services originally specified in the Financial Offer Form (Schedule of Rates) without any change in unit price or other terms and conditions.

3.31 NOTIFICATION OF AWARD

1. Prior to expiration of the period of bid validity prescribed by Miyahuna, Miyahuna will notify the successful bidder in writing that its bid has been accepted. This letter (hereinafter and in the Conditions called the "Letter of Acceptance") shall specify the sum that Miyahuna will pay the contractor in consideration of the execution and completion of the Works and Service and the remedying of any defects therein by the contractor as prescribed by the Contract (hereinafter and in the Conditions called "the Accepted Contract Amount").
2. The notification of award will not constitute the formation of the Contract, which only becomes effective upon signature by both parties.
3. Upon the successful bidder's furnishing of the performance security, signing the Contract Agreement and start performing and commence the contract as per the active date. Miyahuna will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge the bid security of the unsuccessful bidders, pursuant to sub-section 3.16.

3.32 SIGNING OF AGREEMENT

1. At the same time as Miyahuna notifies the successful bidder that its bid has been accepted, Miyahuna will send the bidder the **Contract Agreement Form**, incorporating all agreements between the parties.
2. Within days as stated in the Terms and Conditions, the successful bidder shall sign the Contract Agreement and return it to Miyahuna, together with the required performance security. After confirmation that the performance security is acceptable, Miyahuna will sign the Contract Agreement.
3. Upon fulfilment of sub-section 3.32, Miyahuna will promptly notify the other bidders that their bids have been unsuccessful, and their bid security will be returned as promptly as possible, in accordance with sub-section 3.16.
4. The performance security shall be in the amount of 10% of the Accepted Contract Price and in the same currency of the Accepted Contract Price. In the case of joint ventures, the performance security should be issued in the name of the joint venture.
5. The performance security is to be provided by the successful bidder in the form set out in section 8 or in another form acceptable to Miyahuna and it shall be issued by a bank located

in Jordan or by a foreign bank through a correspondent bank located in Jordan and shall be accepted to Miyahuna.

6. Failure of the successful bidder to comply with the requirements of sub-sections 3.32 and 3.33 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy Miyahuna may take under the Contract, and Miyahuna may make awarding the Contract to the next ranked bidder or call for new bids.

4. TECHNICAL AND FINANCIAL EVALUATION

This section elaborates the mechanism and criteria will be used by Miyahuna bidding's committee who will conduct the process from bids' envelope opening until the final selection of winning bidder. Next steps reaching to the contract signature will be processed per the procurement policy of Miyahuna.

The Bidder shall provide all the information requested in accordance with this section. All forms required to complete the information requested in the following tables are provided in sections 5 of these documents.

4.1 STAGE 1: SCREENING

The bidding committee will start screening of proposals received and opened as per sub-section 3.26 and will disqualified any proposal found incomplete, deviating from the RFP conditions, lack supporting documents, does not include bidding security guarantee, or is in breach of any legislation or RFP conditions.

Miyahuna will inform the bidder of the disqualified proposal in writing and he will be required to return his proposal and be handed the Bid Security.

4.2 STAGE 2: TECHNICAL & FINANCIAL EVALUATION

The bidding committee will start the technical evaluation for those proposals that passed the screening stage in accordance with section 4.1 above.

The evaluation of the Bidders' Technical Proposal will be absolutely based on the content of the technical proposals of bidders. Though, Miyahuna has the right to ask for clarifications, evidences, reference checks during the evaluation.

*The **Eligible bidder (Technically)** should propose all requirements of this RFP at least, below are the technical and financial requirements that the bidder must comply with:*

4.2.1 Relevant Experience

Each Bidder shall provide at least **one** major similar experience of the Bidders needs to be assessed in relation to the fields of expertise required to achieve the intended outcomes of the project. Information required should include the following:

1. Project name
2. Brief description
3. Role of the contractor

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4. Project cost (tender price, variation, final cost)
 5. Duration of the project in month
 6. Client's name and their contact
 7. Documentation: supportive certified documents

Similar project/experience defined as follows:

- a. Main field of experience shall be in the Statistical surveying, GIS experience and IT integration data experience.

4.2.2 Proposed Personnel

Each Bidder shall provide project organization structure and the list of staff (contractor's personnel) as described in sub-section 6.15 and that is proposed to work in this project with their qualification's documents. Please attach Sealed and Signed Commitment Letter from each person. The Bidder shall provide details of the proposed personnel and their experience records using forms PER-1 and PER-2 included in Section 5, Bidding Forms.

Miyahuna will interview the proposed submitted personnel after awarding the project taking in to account that Miyahuna has the right to accept or reject them and ask the contractor to replace the personnel doesn't meet the required experience or failed during the interview with compatible personnel .

4.2.3 Method Statement (Methodology)

Each Bidder shall set out details of the Method Statement for the Works to demonstrate how it will meet Miyahuna objective and requirements for this RFP. As a minimum, the Method Statement chapter shall address the following:

1. Work plan and time schedule:

At this stage, it is not required to give exact and/or detailed work plan and time schedule using Primavera P6 software or MS Project.

Though, the bidder shall give in his proposal a tentative plan and time schedule showing the estimated sequence of activities, the estimated start and end date of each, the resource planning, the milestones of baseline and result measurements and the milestones of main projects to be implemented.

Presenting logical and rational sequence of activities, giving each enough time and resources would prove Bidder's deep understanding and experience in the project scope elements. The Bidder is encouraged to pay attention to these evaluation criteria.

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2. Brief statement demonstrating the Bidder's understanding of the nature and desired outcomes of the project;
 3. Details of the arrangements, approaches and methods which the Bidder proposes to implement for the executing of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the terms and conditions;
 4. The Bidder has to provide and demonstrate the IT specifications and design, database design for all project components, human resources management particularly survey team, database integration with the exits archiving database and with other database systems at Miyahuna, (data base compatibility and synchronization is a most) targeting proper upgrade for CIS and GIS, work plan highlighting activities, deliverables, and time frame.
 5. The Bidder shall present and elaborate his commitment level to design and implement proper QA/QC plan.
 6. The Bidder shall provide his proposed health and safety plan.
 7. Risk mitigation and response. The risk mitigation plan shall address all potential risks of all types, sources, possibilities, and severity levels. The plan shall be as clear and precise as possible in elaborating mitigation measures and response plans. Moreover, the allocation of responsibilities shall be sound and clear.
 8. The Methodology should not be exceeded 30 pages

4.2.4 Financial evaluation

1. The prices quoted in the financial proposal should include all activities and components that are described in the technical proposal.
2. Miyahuna will evaluate and compare only the bids determined to be substantially responsive in accordance with section 3.26.
3. In evaluating the bids, Miyahuna will adjust the bid price of each bid as follows:
 - a. making any correction for errors pursuant to section 3.27;
 - b. applying any discounts offered by the bidder for the award of the contract,
4. If Miyahuna find any serious unbalanced prices in any financial offers of the bidders, it may require the bidder to produce detailed price analyses for any or all items of the financial offer, to demonstrate the internal consistency of those prices with the schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, Miyahuna may require that the amount of the performance security set forth in section 3.32 be increased at the expense of the bidder

to a level sufficient to protect Miyahuna against financial loss in the event of default of the successful bidder under the Contract.

5. After application of the established in section (1 to 3) above, the Evaluated Bid Price for comparison of bids will be the total price of the fixed fee for all project works.
9. Submit the financial offer on the form specified in the agreement
10. Arranging the prices offered from the most to the least
12. The bidder must submit a copy of the original documents in full and be stamped with the seal of the tenderer office and signed by him.
13. Companies are required to inform the employer in writing of any change that occurs to their main technical personnel
14. The company must take into account that it is not permissible under any circumstances to include in its technical offer what directly or indirectly indicates its price presented in the financial offer.

4.3 STAGE 4: WINNING BIDDER SELECTION

The winning bidder will be selected based on the lowest price for the bids that fully fulfill the contract requirements.

5. BIDDING FORMS

5.1 LETTER OF BID FORM

Project: ----- Tender No: -----

To: Messer's (The Employer): -----

We have visited the Site and become acquainted with its surrounding conditions and we have examined the RFP documents, the appendixes the other Schedules and Addenda Nos.....for the execution of the above-named Works. We, the undersigned, offer to execute, complete, hand-over and remedy any defects therein in conformity with this bid which include all the above-mentioned documents, for a total sum ----- of Or such other sum as may be determined in accordance with these documents.

We agree to abide by this Tender for a period of (150) days starting from bids submission date and it shall remain binding upon us and may be accepted at any time before the expiration of this period.

If this offer is accepted, we will provide the specified Performance Security in accordance with section 6.11 of these RFP documents, start performing and commence the contract as per the active date stated, and complete the Works, hand it over and remedy any defects therein in conformity with requirements of the RFP Documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this "Letter of Bid" together with the "Letter of Acceptance or Decision of award" shall constitute a binding contact between us.

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

This offer is edited on day ----- month ----- year-----

Bidder's signature: ----- witness: -----

5.2 FORM OF BID SECURITY

Form of Bid Security

(Bank Guarantee)

Project Name: ----- Tender No: -----

To Messrs (The Employer): -----

We have been informed that the Bidder: (Company's Name) -----
----- is submitting an offer for the above-mentioned project in response to the Invitation to Tender, and whereas, the tender conditions require that the Bidder shall submit a tender guarantee with his offer, and upon his request, our Bank: -----
----- hereby irrevocably undertakes to pay you the sum of -----
----- upon receipt by us of your first demand in writing and your written statement (in the demand) stating that:

- a The Bidder, without your agreement, withdrew his offer after the latest time specified for its submission or before the expiry of its period of validity specified to be (150) days, or
- b You awarded the Tender to him but he failed to sign the Contract Agreement in accordance with the Conditions and requirements set forth in the RFP, or
- c You awarded him the Tender, but he failed to submit the Performance Guarantee in accordance with the Conditions and requirements set forth in the RFP.

Your demand must be received by us before the expiry of the Guarantee validity period determined to be (180) days, after which, it shall be returned to us. This Guarantee is subject to the laws in force in Jordan.

Guarantor's signature / Bank: -----

Authorized to sign: -----

Date: -----

5.3 PERSONNEL

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section 4, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

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

*As listed in Section 4, Evaluation and Qualification Criteria.

Form PER-2: Resume of Proposed Personnel

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

Summarize professional experience over the last 5 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

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

6. TERMS AND CONDITIONS

6.1 DEFINITIONS

1. In this Contract, the following terms shall be interpreted as indicated:
 - A. "The Employer" means the Jordan Water Company (Miyahuna LLC).
 - B. "Country" is the Hashemite Kingdome of Jordan.
 - C. "The Contractor" means the individual or firm or Joint Venture appointed by Miyahuna based on the Technical and Financial proposal to execute and perform the Work and Service under this Contract.
 - D. "The Project Site," where applicable, means the place or places named in under this Contract.
 - E. "The Contract" means the agreement entered into between Miyahuna and the Contractor, as recorded in the Contract Agreement Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.
 - F. "Notification of Award" means the letter of formal acceptance, signed by Miyahuna, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such notification of award, the expression "Notification of Award" means the Contract Agreement and the date of issuing or receiving the Notification of Award means the date of signing the Contract Agreement.
 - G. "Letter of Bid" means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to Miyahuna for the Works.
 - H. "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
 - I. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
 - J. "The Goods" means all of the equipment, machinery, plant and/or other materials, which the Supplier is required to supply to Miyahuna under the Contract.
 - K. "The Service/The Work" 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.
 - L. "Party" means Miyahuna or the Contractor, as the context requires.

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- M. "Currency" means Jordanian Dinar (JOD) only.
 - N. "Day" means calendar day and "year" means 365 days.
 - O. "Origin" means the place where the Goods were mined, grown, produced, or manufactured, or from which the Services are supplied.
 - P. "Optional Item" means the items that the Employer without being subjected to any financial, legal, or contractual claims has the full right to: Omit these items, or execute these items by himself or any subcontractor or by the electrical distribution company. In this case the Contractor shall make full coordination with any one of them.

6.2 PRIORITY OF DOCUMENTS

1. Priority of Documents: the documents forming the Contract are to be taken as mutually explanatory of one another. Unless otherwise stated or agreed between both parties, the priority of the documents shall be in accordance with the following sequence:
 - A. The Contract Agreement
 - B. Notification of Award (The Letter of Acceptance)
 - C. Letter of Bid
 - D. Contractor's Technical and Financial Offer
 - E. The Addenda/s
 - F. Request for Proposal Documents (Invitation to Bid, Instruction to Bid, Terms and Conditions, Scope of Work, Data Bank)
 - G. Invitation to Bid
 - H. Any other documents forming part of the contract

If an ambiguity or discrepancy is found in the documents, Miyahuna shall issue any necessary clarification or instruction.

6.3 NOTICE

All notices, demands or other communications shall be given or made in writing, and shall be delivered personally, or sent by certified or registered mail, with return receipt requested, addressed to the other Party at the address set out in the signed Contract agreement.

6.4 LAW AND LANGUAGE

1. The language of the Contract Agreement **English or/and Arabic language** and all related communication correspondence shall be in the **Arabic language**.
2. The Contractor, as an assignee of the responsibilities and activities described in this RFP by Miyahuna, will be entitled per the Contract signed for this project to perform needed

works and activities on behalf of Miyahuna inside the project area and in places agreed upon with Miyahuna, for the lifetime of the contract.

3. All Jordanian laws, bylaws, standards, codes and instructions adopted or issued by the government of Jordan which has relation with the Contract activities and are under Miyahuna responsibility to apply or abide with or be ruled by, are binding and is the contractor's responsibility to apply, abide with and be ruled by.
4. Procurement of goods and/or services shall be of a nationality and source complying with USAID geographical code number 937.
5. Subscription agreement signed or will be signed with new customers after the active date between Miyahuna and each of the customers inside the project area is still applied to rule the relation, the rights and responsibilities of the Contractor (as a representative of Miyahuna) with the customer.
6. The Contractor is not entitled to issue any certificate, send communication, receive communication, publish media material or press releases, give testimonials, promise commitment, procure or sell, share data or reports related to this contract, act as a representative or speak on behalf of Miyahuna in any place, time, incident or case in any way, unless explicitly entitled to do so via clear text in this RFP, the contract to be signed or written official approval prior to the act.
7. The Contractor is obliged to abide with Miyahuna's codes, specifications, policies and regulations in all the activities conducted for the implementation of this contract.

6.5 CONTRACT AGREEMENT

1. This RFP documents shall be part of the Contract Agreement.
2. The Parties shall enter into a Contract Agreement, which shall be prepared by Miyahuna, within 14 days of receiving the award of the Contract form, unless they agree otherwise.
3. The Contract Agreement shall be signed in two originals. The Contractor will receive a mutually signed original copy.

6.6 CONTRACT PRICE AND PAYMENT TERMS

1. The payment accrual process shall be made to Miyahuna in writing and as stated in section 7 and/or as per Miyahuna procedure.
2. In the event of delayed payments:

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- A. If the Contractor does not receive payment in accordance with this RFP conditions and payments methods, the Contractor shall be entitled to receive financing charges (interest) compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence after 56 days after Miyahuna receives the Statement of payment certificates and supporting documents.
 - B. The interest rate for the period of the delay calculated at a rate equal to 5% of the due outstanding amount and shall be adjusted either by increase or decrease according to any modifications enacted on the Civil Procedure Law and shall be paid in the currencies defined.
 - C. The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.
 - D. If Miyahuna fails to certify any payment certificate or Miyahuna fails to comply with the dates for the Contractor's due payments, the Contractor may, after giving not less than (21) days' notice to Miyahuna, suspend work (or reduce the rate of work) unless the Contractor has received the Payment Certificate or the due payment as the case may be and as described in the said notice
 - E. The Contractor's action shall not prejudice his entitlement to financing charges and his entitlement to terminate the Contract.
 - F. If the Contractor subsequently receives such Payment Certificate or the due payment before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

6.7 CONFIDENTIAL DETAILS

1. The Contractor shall disclose to Miyahuna all such confidential and other information as reasonably required in order to verify the Contractor's compliance with the Contract Agreement.

6.8 USE OF CONTRACT DOCUMENTS AND INFORMATION

1. The Contractor shall not, without Miyahuna'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 Miyahuna in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Contractor shall not, without Miyahuna's prior written consent, make use of any document or information enumerated in item 1 above except for purposes of performing the Contract.

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3. Any document, other than the Contract itself, enumerated in item 1 above shall remain the property of Miyahuna and shall be returned (all copies) to Miyahuna on completion of the Contractor's performance under the Contract if so required by Miyahuna.

6.9 ADJUSTMENTS

1. This RFP is not subject to any price adjustment due to changes in cost of specified materials and services during the Contract period and any approved extension of the duration.

6.10 TIME FOR COMPLETION

1. The Contractor shall complete the whole of the Service and Work within the time for completion for each component as provided in this document .

6.11 PERFORMANCE SECURITY

1. The Contractor shall obtain (at his cost) an un-conditional Performance Security for proper performance, in an amount of equal to 10% of the Accepted Contract Amount valid and enforceable until the Contractor has executed and completed the Works and remedied any defects.
2. The performance security shall be issued by a bank located in Jordan or by a foreign bank through a correspondent bank located in Jordan and acceptable to Miyahuna.
3. The Contractor shall deliver the Performance Security to Miyahuna in the same day of signing the Contract Agreement.

6.12 CONTRACTOR'S OBLIGATIONS

1. The Contractor shall comply with all requirements.
2. The contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country of Miyahuna that are necessary for the performance of the Contract, including, without limitation, visas for the contractor's and Sub contractor's personnel and entry permits for all imported contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of Miyahuna and that are necessary for the performance of the Contract.
3. The Contractor undertakes to Miyahuna that the work to be carried out accurately and without any negligence or error or omission, whether negligent or caused the omission or error in the events of any breach by the contractor of its obligations under the contract or did not cause any breach.

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4. The Contractor undertakes to comply with laws and regulations in the Hashemite Kingdom of Jordan and all the requirements and terms and conditions of Miyahuna relating to health, safety, security and environment.
 5. If the Contractor unable to secure the specified personal protective equipment which include (helmet, safety shoes, safety glasses, cut resistance gloves), then Miyahuna will issue such equipment's to the Contractor and deduct the cost form Contractor invoices.
 6. Miyahuna has the full right to stop Works in case of safety violation by the contractor's Personnel. Offenders will be asked to leave the site where it does not allow them to return to work until the violation is corrected and will not be allowed to return to active duty in the event of repeated violation.
 7. The Contractor shall cover his Personnel with appropriate medical insurance and Social Security coverage. The Contractor will be responsible for securing the appropriate remedies in the event of work accident.
 8. In case that another contractor, employed by Miyahuna, is working in the same area, similar provisions for cooperation shall be reflected in their Contracts. Miyahuna shall notify the contractor of the presence of such other contractors.
 9. The contractor shall take full responsibility for the care of the services and works till handing over the works to Miyahuna.

6.13 SUBCONTRACTOR

1. The Contractor shall not assign any part of this contract to third parties or assign any subcontractor to carry out any part of this project unless it was stipulated in the Tender Document or the offer that the bidder submitted. Otherwise, Miyahuna has the full right to cancel the agreement with the bidder/contractor based on article 1.8 of this contract/tender.
2. In all cases, the Contractor shall obtain the prior approval of Miyahuna for any subcontractor to do any work and shall submit to Miyahuna the required information for any proposed subcontractors in terms of his qualifications, experience and efficiency to complete such work. Entered into with the Subcontractor and the bidder/the Contractor shall be liable "for full liability for all works and services required, and for any error or shortcoming resulting from the work of the Subcontractor or its employees.

6.14 CONTRACTOR'S PERSONNEL

1. The Contractor shall provide the following personnel as a minimum to implement the Contract scope:
 - A. Project Manager (Full time / No.1): B.Sc. in civil engineering or IT, with at least 15 years' experience in managing and direct similar projects. In case of the Contractor

fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 200JD/day/each shall be deducted from each Interim Payment Certificate.

- B. Task leaders for each component (Full time / No.1): (B.Sc degree) with at least 10 years' experience in managing and direct staff in similar projects. In case of the Contractor fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 150JD/day/each shall be deducted from each Interim Payment Certificate.
- C. GIS specialist (Full time / No.1): (B.Sc degree) with at least 5 years' experience in similar projects. In case of the Contractor fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 100JD/day/each shall be deducted from each Interim Payment Certificate.
- D. IT data base designer (Full time / No.1): B.Sc. in computer science or relevant field, with at least 7 years' experience in similar projects. In case of the Contractor fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 100JD/day/each shall be deducted from each Interim Payment Certificate.
- E. Field Researcher (Full time): relevant educational degree or diploma, minimum one year professional experience considering including the needed number of field researchers (to finish the works within the project duration) in your technical offer and methodology.

Miyahuna will interview the proposed submitted personnel after awarding the project taking in to account that Miyahuna has the right to accept or reject them and ask the contractor to replace the personnel doesn't meet the required experience or failed during the interview with compatible personnel .

6.15 CHANGE ORDERS

1. Miyahuna may at any time, by a written order given to the Contractor pursuant to Clause 6.3, make changes within the general scope of the Contract.
2. If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor'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 Contractor for adjustment under this clause must be asserted within thirty days (30 days) from the date of the Contractor's receipt of Miyahuna's change order.

6.16 DELAYS IN THE CONTRACTOR'S PERFORMANCE

If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of performance of Services or Work, the Contractor shall promptly notify Miyahuna in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, Miyahuna 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.

6.17 LIQUIDATE DAMAGES

If the Contractor fails to perform the Services and Works within the period(s) specified in the Contract, Miyahuna shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, 1000 JDs/day (one thousand Jordanian Dinars per day), up to a maximum deduction of the percentage not exceed Fifteen (15%) percent of the Contract Price. Once the maximum is reached, Miyahuna may consider termination of the Contract pursuant to Clause 6.18.

6.18 TERMINATION FOR DEFAULT

1. Miyahuna, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
 - a. if the Contractor fails to Perform the Services and Works within the period(s) specified in the Contract, or within any extension thereof granted by Miyahuna
 - b. if the Contractor fails to perform any other obligation(s) under the Contract.
 - c. if the Contractor, in the judgment of Miyahuna, 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.

6.19 FORCE MAJEURE

1. The Contractor 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.
2. For purposes of this clause, "Force Majeure" means an exceptional event or circumstance which is beyond the control, such party could not reasonably have provided against before entering into the Contract, having arisen such party could not reasonably have avoided or overcome, and is not substantially attributable to the other Party. Such events may include, but are not restricted to, acts of God or of the public enemy, fires, floods, snow-storms, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
4. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such Party's Experts, subcontractor, or employees.
5. If a Force Majeure situation arises, the Contractor shall promptly notify Miyahuna in writing of such condition and the cause thereof. Unless otherwise directed by Miyahuna in writing, the Contractor 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.

6.20 GUARANTEES AND INSURANCE

1. For the assurance of sound implementation of Contractor's duties and obligations and to ensure quality achievement of targets put for this contract, the Contractor, at its own cost and expenses, shall be required to provide and maintain the following guarantees and insurances, naming Miyahuna as beneficiary:
 - a. Bid Security
 - b. Performance Security
 - c. Advance payment guarantee
 - d. Warranty for Defects
 - e. Third party general legal and contractual liability with a cross liability provision for a combined limit of 20,000 JOD per occurrences per person with no limit on the number of occurrences to cover any loss, damage, death, and/or bodily injury or otherwise any one occurrence, which may occur to any physical property or to any person except the to the insurance stated in all risks insurance.
 - f. All risks insurance to cover the following, but not limited to; materials, Contractor's equipment and personnel, .. etc, for the entire value of contract +15%.

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- g. Other Insurances: Such other insurances as may be specifically agreed upon by the parties.
 2. The required insurances shall be as per the applicable laws.
 3. After completion of Services and Work by the Contractor, and upon Taking Over certificate, the Contractor shall submit a Warranty as required and detailed under the Technical Specifications to guarantee the validity of supplies, its quality; it's matching to specifications and contract conditions. In addition, he shall submit a Maintenance guarantee (Defect Liability Guarantee) by not less than 5% of the value of the executed Woks as a Guarantee for completion of outstanding Works and remedying defects for 730 days from the day of Taking Over of the works by the Miyahuna, provided that this Guarantee shall be issued by a bank licensed to work in Jordan. Upon submitting the Warranty and the Maintenance Guarantee to Miyahuna, the Performance Guarantee shall be returned to the Contractor.

6.21 TERMINATION FOR BANKRUPTCY

1. Miyahuna 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 Miyahuna.

6.22 TERMINATION

1. Miyahuna may at any time terminate the Contract for reasons other than the reasons stated in clauses 6.18 and 6.21. In this case, Miyahuna shall give the Contractor notice period of (30) days for the suspension of the contract. Upon termination, the two parties shall agree on the method of accounting and compensate the Contractor for actual costs and losses which may be incurred as a result of termination of this contract.
2. If this RFP is terminated by Miyahuna for any reason at any time before completion of the Works and Services set out in this RFP, Miyahuna shall only be liable to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

6.23 RISK

1. The Contractor shall indemnify and hold harmless against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
 - a. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by Miyahuna; and
 - b. Damage to or loss of any property, real or personal (other than the Contract works), to the extent that such damage or loss arises out of or in the course of or

by reason of the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by Miyahuna.

2. The Contractor shall take full responsibility for the care of the works and goods till handing over the works to Miyahuna.

6.24 DISPUTE RESOLUTION

1. In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract or the breach thereof, the Parties shall use their best efforts to settle the dispute amicably by mutual consultation.
2. If the dispute has not been settled amicably within 30 days from the date of the dispute, it shall be settled in accordance with the applicable laws of Arbitration of the Hashemite Kingdom of Jordan. The Arbitration shall be held in Amman-Jordan and conducted in the language of agreement. The Arbitral Tribunal shall be composed of One arbitrator, all assigned in accordance with the said rules. The decision of the arbitral tribunal shall be final, binding and conclusive for the Parties.
3. Unless the Contract has been already abandoned, repudiated or terminated, the Contractor shall continue to proceed with the works in accordance with the Contract.

7. SCOPE OF WORKS

7.1 INTRODUCTION

Jordan is known for its limited water resources and for its water demand exceeding sustainable supply. One of the greatest challenges that Jordan confronts in the water sector is the high level of Non-Revenue water (NRW). Jordan Water Company (Miyahuna) is the largest water utility in Jordan. It manages water and wastewater services in Amman Governorate, and its mandate was expanded to include Fuhis & Mahis and Zarqa Governorates. In Zarqa, Miyahuna's total number of water and wastewater customers are round 192,475 serving about 1.6 million people. Taking into consideration the normal growth of customers in Zarqa, this figure may reach 195,000 customers during the period of this project, in Mahis and Fuhis there are 10,00 customers serving about 50 Thousand people.

Miyahuna is targeting to reduce the NRW to acceptable level, therefore as initial step to reduce NRW in Zarqa Governorates is to correct and upgrade Customer Information System (CIS) databases and Geographic Information System (GIS), which is the main goal of this project.

The bidders for this project supposed to submit a technical and a financial proposal which will be evaluated as described in Sections 3 and 4.

7.2 PROJECT MAIN OBJECTIVE

This project aims to correct, upgrade, and build accurate Customer Information System (CIS) and Geographic Information System (GIS) databases for Water and Wastewater Customers at Miyahuna Zarqa Governorates and Fuheis & Mahis by:

1. Conduct a comprehensive customers' survey for Zarqa Governorates and Fuheis & Mahis to create accurate customers' database system for water and wastewater services and upgrade Miyahuna's existing water and wastewater customers' Information Systems (CIS) and Geographic Information Systems (GIS).
2. Analyze, improve and create new Collection Routing System using GIS for Zarqa Governorates and Fuheis & Mahis to increase bills distribution and collection process efficiencies.
3. Integrate exist Archiving databases, comprehensive customer survey database and collection routing system together.
4. Integrate the outcomes of this project (comprehensive customer survey CSS and collection routing system (CRS) components databases and the existing archiving database) with

Miyahuna existing CIS and GIS databases to get updated and accurate customer information system and GIS for water and wastewater customers.

7.3 PROJECT DESCRIPTION

This project has (2) main components CSS and CRS to improve and upgrade CIS and GIS at Miyahuna for Zarqa Governorates and Fuheis & Mahis, each component consist of two stages: preparation stage and execution stage.

Following are the details of the project components and their stages:

7.3.1 Component 1: Comprehensive Customers Survey at Zarqa Governorate Fuheis & Mahis .

7.3.1.1 Main Items of the CSS

This component includes the following items:

A. Providing required IT solution system for comprehensive customers' survey. The bidder shall:

- Provide high quality tablets for the contractor's CSS team: the specifications and total number of these tablets must be specified in the technical offer. The operating system of the tablets must be compatible with the operating systems that are used at Miyahuna and other computers in this project.
- Provide desktop or laptop computers compatible with the tablets for the purpose of this survey. The specifications and total number of desktops/laptops must be specified in proposed design that will be submitted within the technical offer.
- Purchase and submit new up to date, high accuracy satellite image (with 50 cm accuracy, Off-nadir angle is within 10 degree, Palestine grid coordinate system, Cloud cover <10%) that covers all the customers (Water and Waste Water Customers) in Zarqa governorate , Fuheis & Mahis (based on Miyahuna's requirements for the border of the satellite image) certified by official certification body for this purpose and must be approved by Miyahuna's project manager before executing this component. The date of issuing this satellite image must not exceed 3 months from the date of commencement this project.

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- Provide GIS layer (polygon) for building boundaries up to date for buildings in Zarqa and Fuheis & Mahis with BUILDING Numbering (building ID) and matching it with satellite image and field survey.
 - The buildings layer that will be provided to us by the contractor must be accurate and as close to reality, whether the buildings were extracted from the aerial photograph or were drawn on the ground from the field and were not present in the aerial photo.
 - The building should be inside the boundaries of the plot.
 - The buildings must be separated in the event that there are buildings contiguous in the aerial photo and separated on the ground.
 - Nominating qualified survey team: this component needs special trained team to deal with the public (Zarqa citizens). Therefore, the bidder shall:
 - Select trained and qualified staff with court clearance certificate.
 - Obtain Miyahuna's project manager's approval for the selected staff.
 - The staff must be fixed and any change in the staff must be approved by Miyahuna-Zarqa.
 - Submit all team CVs and official documentation with the technical offer for the staff such as project manager, IT staff, Database design staff, GIS specialist, certified surveyors etc.
 - Provide the survey team with, identification badges and uniforms clearly showing the title of the project. Identification badges must be given back to Miyahuna after the completion of the project.

B. Database management: the comprehensive Customer Survey component contains databases for water and wastewater customers. The bidder shall:

- Design and program electronic survey forms based on customer survey forms attached in **Annex (1)**, the final form to be agreed on after the contract signature, and upload them into the tablets with GIS and Satellite images to be ready and functional for field works.
- Collect, store and analyse field information/data for water and wastewater customers at Zarqa.
- Fill the information /data and gaps into Miyahuna's water and wastewater CIS and GIS.
- Integrate the survey databases with GIS and CIS database.
- Integrate the survey database with the archiving system database.
- Provide fully integrated system between archiving database, comprehensive customers' survey database and the existing CIS and GIS database at Miyahuna.

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- C. Provide a web-based system with graphical user interface that shows the progress of the survey process with maps so high level management can observe the progress of the project and to track the survey process without any need to go into details, also this systems must have standards reports, and any customized report required by Miyahuna in any stage of the project.

7.3.1.2 Stages of CSS:

A. Preparation Stage:

In this stage the bidder shall:

- Hire sufficient staff dedicated for this competent such as project manager, IT staff /database programmer, GIS specialist, survey team, etc.
- Provide state-of-art IT solution for the comprehensive customer survey. This shall include IT equipment such as but not limited to tablets and desktops/laptops with all accessories (batteries, cables, chargers, operating systems, database for tablets, applications /licensed software)
- Prepare tablets equipped with GIS, satellite image, database, the archived data and user-friendly data entry interface to facilitate and collect all required survey information, based on the attached sample audit form Annex (1).
- Ensure that tablets have GPS and GIS tracking system to monitor surveyor during field work.
- Ensure that all equipment's are synchronized and connected.
- Design, implement and upload of the survey forms into the tablets.
- provide decent GIS using satellite image with building polygons and create building ID
 - Conduct the comprehensive customer survey based on Miyahuna's Request, Miyahuna will determine the priority of zones that need to be surveyed, Moreover the bidder shall:
 - Prioritize the zones that need to be surveyed based on Miyahuna Zarqa and Alfuheis & Mahis requirements anytime in the project without extra cost.
 - Start with a demonstration zone with 2,500-3000 customers and implement a detailed survey, and produce a report with the results before the starting of the comprehensive survey for all of Zarqa governorate.
 - Start with a demonstration zone with 500 customers and implement a detailed survey, and produce a report with the results before the starting of the comprehensive survey for all of Fuheis & Mahis.

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- Divide the survey work into batches or phases each of them contains 10,000 customers based on Miyahuna Zarqa and fuheis & Mahis priorities provided that the survey areas must not be scattered.

 - Start with a demonstration zone with 2,500-3000 customers and implement a detailed survey, and produce a report with the results before the starting of the comprehensive survey for all of Zarqa governorate.

B. Execution Stage

In this stage the bidder shall:

- Submit a detailed work plan with well-defined milestones, showing all execution stages with deliverables. Miyahuna will review and approve the work plan before the execution stage of this component.
- Determine the survey zoning based on Miyahuna's requirements and priorities.
- Prepare customer survey routing system using GIS and satellite images by which the surveyors would determine the location and total number of buildings expected in the field. In case of any changes or modifications, the surveyors need to report and modify the database. The routing must be based on field visits.
- Execute customers' survey for the demonstration zone with 2,500-3000 customers using tablets to collect, store, and analyse water and waste water field information with full integration between databases then upgrade Miyahuna CIS and GIS system accordingly. To examine the quality of the collected data to modify the work procedures if required, examine database functions, and integration between demonstration survey database with Miyahuna existing CIS and GIS.
- Apply quality control/quality assurance during the demonstration zone. Contractor's quality control teams must submit reports with all errors and problems happened at site and the remedies activities taken by them to solve those problems.
- Implement the other zones in Zarqa governorate with a total customers of 10,000 for each batch to complete all Zarqa's water and wastewater customers after the completion the demonstration zone survey results and Miyahuna's approval.
- Apply Quality Control Quality Assurance (QA/QC) measures and steps for each batch to make sure that the surveyor fills in all required fields without mistakes or missing customers.
- Provide a methodology to ensure the customer location accuracy such as but not limited to:
 - Locating the customer by selecting building using electronic map in the tablet with the ability to add missing building directly from the field.

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- Acquiring GPS coordinate of the surveyor in the tablet and store the time with the coordinate of each customer.
 - Deactivate electronic survey system if the surveyor was away from the location of the selected building.
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- Integrate the comprehensive customers' survey for water and wastewater with the archived databases then upgrade Miyahuna-(Zarqa, Fuheis & Mahis) CIS and GIS for water and wastewater customers accordingly and link the customer with his actual location as per field input.
 - Determine the illegal use such as but not limited to connection before the meter and rain water drain connection with sewage. During the daily reporting, and document the location with GPS and pictures. (training will be held by Miyahuna to train the contractor's staff on discovering illegal use cases)
 - Determine large consumers during the survey work based on Miyahuna definition of large consumers. The survey form for big customers may be different from the attached form in annex 1, the form is to be approved by Miyahuna,
 - Take clear picture for all meters that could determine the meter number, meter status and seal condition.
 - For closed buildings the customer is requested to visit the location 3 times in 3 different times (including a visit in weekends) and the submitted data must include the time stamp for verifications through a special reporting system.
 - Comprehensive Customer survey: all required data base fields for this component are listed in the audit forms Annex (1)

7.3.2 Component 2: Developing and Creating Collection Routing System Using GIS at Zarqa Governorate , Mahis & Fuhais

7.3.2.1 General:

This component could be started during the execution of component one (comprehensive customers' survey), however it depends on the final outcomes from component one of this project to locate all customers using GIS then the collection routing could be done correctly and

matching the real situation of the customers. The collection routing must be at the field. This component shall include:

A. Studying the effectiveness of the existing collection routing system at Miyahuna-Zarqa , Fuheis & Mahis . The bidder shall:

- Review the existing collection routing system and identify the deficiencies.
- Study Miyahuna-Zarqa , Fuheis & Mahis needs and requirements to either update or create new collection routes. The present collection routing system is built on Miyahuna's knowledge on water distribution turns, bill reading, distribution and collection.

B. Develop and create effective collection routing system using GIS for Zarqa Governorate , Fuheis & Mahis. The bidder shall:

- Develop and create collection routing system based on Miyahuna's requirements to obtain effective and practical collection routing system. taking into account the reading dates, so this will not affect the billing procedure
 - Use GIS to draw the collection routing system. Taking into consideration the outcomes from the comprehensive customer survey and archiving system.
 - Deliver the final designed routing system then examine its effectiveness with Miyahuna's staff to ensure that the design is practical and covers all Miyahuna-Zarqa requirements and needs for that purpose.
- The new routing system must be compatible with the Miyahuna Requirement and Priorities.

7.3.2.2 Collection Routing System Work Stages:

A. Preparation Stage: in this stage the bidder shall:

- ❖ Prepare a comprehensive work plan and time frame to complete this task. Taking into consideration that this task depends on the outcomes of the comprehensive customers' survey.
- ❖ Use Arc GIS software with its extensions and tools to create Practical and accurate routing system that increases the efficiency of reading and collection process at Miyahuna.
- ❖ Hire sufficient specialized GIS staff; identify responsibilities to avoid errors to create accurate and optimal collection routes.
- ❖ The route line should be in accordance with the building layer

The following bullets should be considered during drawing the Routes:

- ❖ For open lands, the first 500 square meters shall be disbursed for two (2) sequences, and then every 250 completed square meters shall be disbursed for one (1) sequence.

اول 500 متر مربع يصرف له تسلسلين (2) وبعد ذلك كل 250 متر مربع مكتملة يصرف لها تسلسل واحد (1)

- ❖ For the lands that there are buildings (customers), one (1) sequence is required for every 250 square meters.

بالنسبة للاراضي التي يوجد عليها مباني (مشتركين) يتم صرف تسلسل واحد (1) لكل 250 متر مربع .

- ❖ In the event that there is more than one closet in different locations of the same building on the plot of land, meaning that each closet is located at a different entrance, one (1) sequence is given to each closet (entrance)

في حال وجود اكثر من خزانة في مواقع مختلفة لنفس المبنى على قطعة الارض , اي ان كل خزانة موجودة على مدخل مختلف يعطى تسلسل واحد (1) لكل خزانة (مدخل)

- ❖ The drawing of Routes is adopted based on the Miyahuna priorities and requirement

يتم اعتماد رسم المسارات بناء على متطلبات واولويات ومعايير مياها

- ❖ The Route line does not cross the main street.

خط المسار لا يقطع الشارع الرئيسي.

- ❖ The Route line is drawn so that it does not exceed 500 plots of land

يتم رسم خط المسار بحيث ان لا يتجاوز اكثر من 500 قطعة ارض

- ❖ A sequence is disbursed for every 1000 meters for areas where there is no population density.

يتم صرف تسلسل لكل 1000 متر للمناطق التي لا يوجد بها كثافة سكانية .

- ❖ In areas where there is a population density, a sequence of exchange and one (1) every 500 completed meters is approved.

في المناطق الي يوجد بها كثافة سكانية يتم اعتماد صرف تسلسل وحد (1) كل 500 متر مكتملة .

The Specification of the Routing layers at GIS System

Name of Layer	Building_Serial
Geometry Type	Point
Building_ID	Text
PBL_MIYAHUNA_BLD_ID	Text
Route_ID	Long
ID_Serial	Double
IS_Active	Short
DZ_NEW_NAM	Text
DISTRICTS_	Text

Name of Layer	ROUTE
Geometry Type	Line
Route_ID	Long
DZ_NEW_NAM	Text
DISTRICTS_	Text
DZ_NEW_NAM	Text

B. Execution Stage: this stage will start after the completion of the preparation stage, in this stage the bidder shall:

- Study Miyahuna's existing collection routing system as per (based on Miyahuna's requirements and prepare a detailed work plan.
- Produce and develop up to date and efficient collection routing system based on the outcomes of the field results from customer survey works

Integrate the collection routing system with archiving system data base, comprehensive system databases, GIS database and satellite image. Then integrate the final outcomes into Miyahuna existing CIS and GIS.

7.4 PROJECT SCHEDULE AND TIME FOR COMPLETION

The Contractor shall complete the whole Service and Work within 18 months and as per the following:

Table 2: Project Duration

No	Project Component	Duration	Quantity
1	Comprehensive Customer survey (CCS)	18 months	Start within 20 days after the awarding date
2	Collection Routing system design and implementation	9 months	Start within 20 days after the awarding date

7.5 MAIN DELIVERABLES AND REPORTS:

- Presenting IT solution as well as the methodology and approach for all components to the technical evaluation committee before awarding.
- Inception report describing methodology, technical and financial proposal, detailed Work plan including all project components and stages, deliverables and milestones and staffing requirements and structure for each component.
- Weekly, monthly Comprehensive customers' survey report. Including electronic copy of the achieved database.
- Quality Control Quality Assurance Report (QA/QC) prepared jointly with Miyahuna-Zarqa for random sampling of all achieved outcomes of the project's components.
- Obtain a written approval from Miyahuna's project manager for the completion of each stage and component.
- Provide integrated databases including the linking of archiving system, customer survey and routing collection system. And integrate all these systems into Miyahuna existing CIS and GIS for all water and wastewater customers.
- Prepare and submit a comprehensive documentation for all project components, full description of the design of the databases, GIS, integration between the systems, work procedures and administration and user manuals.
- Weekly, monthly and quarterly progress report during the preparation and execution stages for all components showing pictures, challenges, opportunities and work development for all components as per work plan.
- Daily Field survey activity reports.
- Data entry reports for customer's survey.
- Quality control reports including quality committee check-up report.
- Illegal water use reports.
- Training reports for all project components.

7.6 GENERAL TECHNICAL REQUIREMENTS

- Miyahuna's project manager has the right to give the contractor orders to execute part of the works in this project at night-time, if needed, after Miyahuna's official working hours without extra or additional cost.
- The contractor must take all the safety measures and follow up the Ministry of health regulation concerning the protection from covid 19.

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- Miyahuna will conduct pre-bid meeting with field visit, as stated in the instructions to Bidders, to answer all technical questions and to give the bidder the opportunity to meet technical departments that are involved in the project and the project management team in addition to visiting the archiving locations.
 - The bidder shall submit the work plans for each component and stage not exceeding 15 days after the awarding date. This work plan needs to be updated during the preparation and execution of each component.
 - All database, information, surveyed information ownership in this project belongs to Miyahuna and the bidder has no right to use them elsewhere.
 - Miyahuna will provide the winning bidder with the existing CIS and GIS database as per Miyahuna's regulations. The bidder shall assure confidentiality of the information provided by Miyahuna.
 - The bidder must use Any GIS shape file based upon Miyahuna's GIS specifications and procedures such as (Cassini-Palestine-Grid) projection used by Miyahuna.
 - Miyahuna will review and approve any work plans required in the project before the start of activities.
 - For any GPS measures, the bidder shall allow a maximum error of 10 m (the point must be inside the parcel polygon).
 - The bidder shall provide his team with all ways of communication (mobile, internet, WIFI,) as well as cars or vehicles on his own cost without requesting for extra cost.
 - The bidder shall provide solutions for offline/ semi offline communication in case all communications options mentioned above is not available at the field.
 - The bidder is not allowed to discuss any findings with the public. The bidder shall only report the findings to Miyahuna. The bidder shall enforce all safety measures for his staff during all types of work activities.
 - Miyahuna holds no responsibility from any kind or source (financial, legal etc of accidents during the execution of the project. The bidder must be responsible for any work injury to any person, whether employees, general public, or any accidents that damages the property of others resulting from the failure to take necessary public safety.
 - It is not required to deliver any IT equipment after project completion to Miyahuna.
 - It is required to implement security and data transfer encryption for all systems in the project such as archiving system and survey system with user authentication and authorization.

7.7 QUALITY CONTROL AND QUALITY ASSURANCE AND DELIVERABLE ACCEPTANCE LEVELS QUALITY ASSURANCE/ QUALITY CONTROL (QA/QC).

The bidder shall:

- Create a QA/QC team reporting directly to Miyahuna-Zarqa and Fuheis & Mais project manager.
- Set up QA/QC procedures for the entire project and submit it to Miyahuna's project manager for approval.
- Submit an integrated plan for testing and quality control, including the types of the proposed examinations, spot checks, the mechanism of its application and distribution throughout the project.
- For comprehensive customers' survey component, a control sample must be applied with a total of 2500 - 3000 customers at the beginning of executing stage. This component shall identify the methodology, challenges faced, implementation efficiency, accuracy, and time frame.
- Set up QA/QC committee headed by Miyahuna's nominated project manager. This committee has to meet periodically to go over the quality of the outcomes.
- The contractor's must make sure that the survey application will not be opened for the surveyor if he was not at the surveying area, this must be elaborated in the proposal and to demonstrate the method of controlling the surveying process.
- Be diligent in the performance of all required duties at the highest levels of professional practice. Qualified persons shall be employed both in this field of expertise and experience. The bidder shall inform Miyahuna of the names and expertise of those who will provide the required services. ***If Miyahuna realized that the professional performance of the bidder's/contractor's technical staff is not consistent with the requirement of the above described components, Miyahuna has the right to ask in writing from the bidder to rectify the situation by hiring new competent technical staff and to reorganize the working group in accordance with requirement. The Contractor shall take into account the required corrective action that Miyahuna stated in their letter.***

7.8 PROCEDURES TO CONFIRM THE QUALITY

The bidder shall:

- Visit the closed sites/households three times at a minimum in three different times (during working hours, holidays and after working hours) before confirming that the site is

closed. The bidder shall take the geographic location of that site and report periodically through special reporting system the specific cases.

- During the stages of analysis and design, the bidder shall develop test scenarios to assure quality of all components, including all test and test routes and the most important sites in the systems to be tested and linked to the proposed inspection plan.
- Be responsible for controlling the quality of the data in all project stages and components. In the event of errors, the treatment will be as follows:
 - Samples are taken randomly (at least 5%) from the data provided by the quality committee and specialized team at Miyahuna.
 - If there are average significant errors of 2% to 5% out of the full mark defined below for each significance rate category of the selected sample, the entire area will be re-surveyed, and amount of JD 0.5 JD will be deducted for each customer with the wrong information.
 - If there are average significant errors of 5% to 10% out of the full mark defined below for each significance rate category of the selected sample, the entire area will be re-surveyed, and amount of JD 1 JD will be deducted for each customer with the wrong information.
 - Level if average significant error of more than 10% of the selected sample is detected, the Contractor/bidder shall be suspended. Also, Contractor's work shall be suspended if the number of warnings reaches 3 written warnings.
- The Significant error is classified to three categories
 - a. High Significant error rate, the full mark is considered as 100%
 - b. Medium Significant error rate, the full mark is considered as 95%
 - c. Low Significant error rate, the full mark is considered as 90%

Taking into consideration that the significant error is any error in the data delivered to Miyahuna and for all the after mentioned items in acceptance level table 4.

- Miyahuna has the right to reject any submitted invoices that include item / items that does not fulfil the accepted percentage of significant error ,also Miyahuna has the right to reserve percentages below from the financial Invoices after having received the invoice from the contractor:
 - a. Reserve 5% of the value of any financial invoices in case that there are item that do not achieve the required accuracy in List A.
 - B. Reserve 3% of the value of any financial invoices in case there are item that do not achieve the required accuracy percentage in list B.

C. Reserve 2% of the value of any financial invoices in case there are item that do not meet the required accuracy percentage in the list C

Note, in case the above error rates are corrected, the reserved amount will be released through the project management.

- Miyahunas' survey committee has the right to select one of the above options.

7.9 LEVEL OF ACCEPTANCE FOR EACH FIELD IN THE DELIVERED DATABASE FOR THE COMPREHENSIVE SURVEY SYSTEM

The contractor shall complete the required data for each area. In case the contractor is unable to fully complete this data (100%), the contractor shall submit reports proving that the percentage of data submitted to each region shall not be less than the percentages mentioned in the table below.

- If the percentage of data delivered for a specific item for a given region is less than the percentage mentioned in the table below, the percentage difference shall be deducted from the number of customers admitted to that region. For example: The acceptable criteria of the ground well capacity are 70% as per the below table, If the bidder delivered 60% of that specific field 10% of the total number of customers will be deducted from paid quantities in the BOQ.
- For unseen and special condition that prevents the contractor from achieving the accepted level, the contractor submits in writing the reason and Miyahuna has the right to accept or reject the request.

Table 1: Percentage of Data

No	Description	Acceptance level	البند	Significant Error Rate %
1	Customer number	100	رقم المشترك	High
2	Type of subscription (residential/commercial)	95	استخدام المبنى	
3	Type of use (Household, agricultural, commercial, industrial, hotel, car wash station, hospital, government, house of worship, ...)	95	طبيعة الاستعمال لغير السكني	
4	Is there a garden	70	وجود حديقة	medium
5	Is there a swimming pool	70	وجود بركة سباحة	low
6	Is there ground well and its capacity and the way it is supplied with water	70	وجود بئر	
7	Is there meter for the customer	100	Is there meter for the customer	High
8	Is the meter protected by a box	100	Is the meter protected by a box	medium
9	Meter no.	100	الرقم الحديدي	High
10	Meter diameter	100	قطر العداد	High
11	Meter status	100	حالة العداد	High
12	Meter reading	100	القرائة الحالية	High
13	Meter Type (Mechanical, volumetric, SMART)	100	نوع العداد	High
14	block number	100	رقم الحوض	
15	Total number of customers in a building	100	عدد عدادات المبنى	
16	The contractor shall specify the areas of the floors	100	مساحات الطوابق	High
17	The contractor is obliged to determine the status of the land (empty, has building with customers, has building without customer, under construction, closed and abandoned, a home connection without meters,	90	حالة المبنى (الانجاز)	medium
18	Identification of the type of property an independent building, urban development, residential complex, commercial complex, functional housing, government department.	80	طبيعة البناء	
19	Determine if there is septic tank and its status	90	وجود حفرة امتصاصية	medium
20	determine of the existence of a sewage network in front of the property	90	وجود شبكة تصريف صحي	High

21	Are there sewage manholes inside the property?	90	وجود مناهل تصريف داخل المبنى	
22	Determine if the property is connected to the sewage network	90	العقار موصول بالصرف الصحي (نعم/لا)	
23	Sewer Revenues (Is the customer paying sewage fees)	90	ايرادات الصرف الصحي	High
24	Additional areas	90	المساحات الإضافية	High
25	garden estimated area	70	مساحة الحديقة	low
26	swimming pool area	70	مساحة مسطح البركة التقريبي م2	
27	the way the ground well is supplied with water	70	مصدر التزويد للبيئر	
28	the ground well capacity	70	سعة البيئر التقريبيه م3	
29	the ability meter to read	100	امكانية قراءة العداد	high
30	sealing status	100	حالة اختتام العداد	
31	meter orientation	100	وضع العداد	
32	observation access	100	امكانية مشاهدة العداد	
33	arrow direction	100	اتجاه سهم العداد	medium
34	meter brand	100	ماركة العداد	high
35	block name	100	اسم الحوض	
36	Street Name Which the Building is located	90	اسم الشارع	medium
37	Building Number	90	الرقم الاداري للمبنى	high
38	Area name	90	اسم المنطقة	
39	Area Number	90	رقم المنطقة	
40	The neighbourhood name	90	اسم الحي	
41	The neighbourhood number	90	رقم الحي	medium
42	Land Number	90	رقم قطعة الأرض	
43	village name	90	اسم القرية	
44	The contractor shall specify the number of floors	90	عدد طوابق المبنى	high
45	The contractor shall specify the number of apartments / houses in each building.	80	عدد الشقق السكنية في الطابق	medium
46	The Floor Level/number	80	رقم ترتيب الطابق	
47	The Number of Service Units in the Floor	80	عدد وحدات الخدمات في الطابق	
48	The contractor shall specify the number of shops/commercial units in each building.	80	عدد الشقق الغير سكنيه في الطابق	high
49	Are there sewage manholes outside the property?	70	وجود مناهل تصريف خارج المبنى	medium
50	village number	90	رقم القرية	
51	Grass plant in the garden	70	وجود نجيل في الحديقة	
52	Number of boxes	90	عدد خزائن المبنى	medium

53	Meters location	90	مكان وجود العدادات	
54	the area of the grass plant	70	مساحة نجيل التقريبيه 2م	low
55	box location (Coordinates)	100	موقع الخزانه-احداثيات	high
56	Determine the location of the meter by column	70	تحديد موقع العداد في الخزانه حسب العامود	low
57	Valve status	70	حالة المحبس	
58	box capacity	80	سعة الخزانه	medium
59	box location(inside building or outside)	80	موقع الخزانه (داخل حدود المبنى او خارجها)	
60	box type	70	نوع الخزانه	medium
61	The diameter of the supplied line in inch	80	قطر الخط المزود بالانش	medium

- The contractor shall setup a mechanism to adjust the input of the meters numbers and to match them with the customer database.

- Each Meter must be photographed with full data entry, showing the meter number and reading clearly in the same picture as well as the condition, type sealing condition and any other relevant Data.

- The contractor shall collect the complete data from the land number, the block number, its name, the village number , its name, the neighbourhood number and its name according to the department of land and survey , in addition to the name of the area and its number , the building number and the name of the street in which the building is located

- The contractor shall take photo for all incoming cases and link them with the relevant database

7.10 CONDITIONS AND PENALTIES

- The final invoice shall not be paid before reaching the acceptable rate not less than 98% of the total water and wastewater customers with their information as per the technical requirements for each component described above “List of data and information to be collected for each component”. In the event that there is a failure of getting the required information, a justification must be provided with proof of evidence.
- In case of failure of the bidder to provide technical services at the required level, this is considered a shortcoming on his part. In this case, Miyahuna shall have the right to take

measures to avoid default and correct errors after warning the contractor's based on terms and conditions of this contract/tender document.

- Miyahuna has the right to reject any submitted invoices that include item / items that does not fulfil the accepted percentage of significant error, also miyahuna has the right to reserve percentages below from the financial Invoices after having received the invoice from the contractor:
 - a. Reserve 5% of the value of any financial invoices in case that there are items that do not achieve the required accuracy in List A.
 - B. Reserve 3% of the value of any financial invoices in case there are item that do not achieve the required accuracy percentage in list B.
 - C. Reserve 2% of the value of any financial invoices in case there are item that do not meet the required accuracy percentage in the list C

Note, in case the above error rates are corrected, the reserved amount will be released through the project management.

- Miyahunas' survey committee has the right to select one of the above options.

7.11 ANNEXES

7.11.1 Annex 1: Comprehensive Subscribers Survey project

❖ The Final Form will be approved after contract signature

FINANCIAL OFFER FORM

The following table should be used to put in the financial proposal of the bidder. The form should be stamped, signed and included in the financial offer envelope as described in section 3.

The Supplier is deemed to have covered in his unit rates all the requirements of the Technical Specifications, functional requirements and Terms and Conditions; such as: insurances, tests, labours, equipment, training, etc,

The Supplier should submit a break down for prices.

Table 2: Financial Offer Form

Item No.	Description	Unit	Quantity	Rate (JOD)	Amount (JOD)	Comply with Code 937
1.	Comprehensive customer Survey for the 195,000 customers (Zarqa) as per point 3.1 and 3.1.1 and the specifications mentioned in the tender	No.	195,000			
2.	Collection Routing system mapping for Zarqa governorate including all as per point 3.2 and 3.2.1	L.S.	L.S.			
3.	Comprehensive customer Survey for the 10,000 customers (Mahis & Fuhais) as per point 3.1 and 3.1.1 and the specifications mentioned in the tender	No.	10,000			
4.	Collection Routing system mapping for Mahis & Fuhais including all as per point 3.2 and 3.2.1	L.S	L.S			
A	Grand total					
B	Percent Addition / Reduction for (A)					
C	Value for Addition or Reduction =(A x B)					
D	Total after Addition or Reduction JOD =(A ± C)					
Total after Addition or Reduction JOD (Writing)						

* Note that the quantity in item No.1 & No. 3 can be changed with tolerance of $\pm 10\%$.

* The Contract shall be tax exempted; all taxes, duties and fees exemptions shall not be applied to this Contract.

Name of the Contractor: _____

Title: _____

Signed: _____

8. CONTRACT FORMS

8.1 NOTIFICATION OF AWARD

Letter of Acceptance

[Date]

To: [name and address of the Contractor]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data] for the Contract Price [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of institution:

Attachment: Contract Agreement

8.2 CONTRACT AGREEMENT

Contract Agreement

THIS AGREEMENT made theday of,, between
[name of the Employer] (hereinafter “the Employer”), of the one part, and
[name of the Contractor] (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid Technical and Financial Parts
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities;
 - (i) Activity Schedule; and
 - (j) any other document **listed in the RFQ** as forming part of the Contract including, but not limited to;
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. Code of Conduct for Contractor’s Personnel (ES);
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 the laws of [name of the borrowing country].on the day, month and year specified above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

8.3 FORM OF PERFORMANCE SECURITY

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 is obligated to provide a performance bond for (10 %) of the Accepted Contract Amount.

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.

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]

(نموذج كفالة حسن التنفيذ)
PERFORMANCE GUARANTEE

إلى السادة : شركة مياة الاردن " مياها "

يسرنا إعلامكم بأن مصرفنا (اسم المصرف)
قد كفل بكفالة مالية ، المقاول / شركة بتعهد لا رجعة عنه غير قابل للنقض.
بخصوص العطاء رقم (/)
المتعلق بمشروع :
بمبلغ () ديناراً اردنيا ، فقطدينارا " أردنيا".

وذلك لضمان حسن تنفيذ العطاء المحال عليه حسب الشروط الواردة في وثائق عقد المقاوله / و
/او/ العقد ، وإننا نتعهد بتعهد لا رجعة عنه غير قابل للنقض ، بأن ندفع لكم بمجرد ورود أول طلب
خطي منكم المبلغ المذكور أو أي جزء منه بدون أي تحفظ أو شرط - مع ذكر الأسباب الداعية لهذا
الطلب بأن المقاول / المورد قد رفض أو أخفق في تنفيذ أي من التزاماته بموجب العقد و/او عدم قيام
المورد بالتوريد - وذلك بصرف النظر عن أي اعتراض أو مقاضاة من جانب المقاول/ المورد على
إجراء الدفع.

وتبقى هذه الكفالة سارية المفعول من تاريخ إصدارها ولحين تسلم الأشغال المنجزة تسليماً أولياً " و/ او/
توريد المواد بموجب العقد المحدد مبدئياً بتاريخ شهر من عام وعلى ان
يتم تجديدها تلقائياً لمدة اخرى مدة كل منها (90) تسعين يوماً ما لم يردكم من شركة مياة الاردن "
مياها " طلباً خطياً بالغاء الكفالة .

توقيع الكفيل/مصرف

المفوض بالتوقيع

8.4 RETENTION MONEY SECURITY

8.5 FORM OF DEFECT SECURITY

8.6 DECLARATION OF UNDERTAKING

8.7 POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the tender and all related documentation. The Power of Attorney shall be certified by an Authorized Agency such as a Notary and by the Jordanian embassy in the country of origin of the bidder.

Signature:STAMP

(person or persons authorized to sign on behalf of the Tenderer)

Date:

8.8 APPENDIX TO TENDER

ملحق عرض المناقصة

Appendix to Tender

.....المشروع:..... العطاء رقم:

التحديدات	رقم المادة	البيان
شركة مياه الاردن - مياهنا	2/2/1/1 و3/1	اسم صاحب العمل: عنوانه:
مساعد الرئيس التنفيذي مياهنا الزرقاء	4/2/1/1	اسم المهندس : عنوانه:
	3/2/1/1 و3/1	اسم المقاول: عنوانه:
25,000.00 دينار	التعليمات	كفالة المناقصة
(5%) من قيمة العقد النهائي	التعليمات	كفالة اصلاح العيوب
18 شهر (548 يوم) من تاريخ امر المباشرة	3/3/1/1	مدة الإنجاز للأشغال
(730) يوما تقويميا لجميع الأعمال	7/3/1/1	فترة الإشعار بإصلاح العيوب
القوانين الأردنية السارية المفعول	4/1	القانون الذي يحكم العقد
اللغة العربية	4/1	اللغة المعتمدة في العقد
اللغة العربية	4/1	لغة الاتصال
(14) ايام تقويمية من تاريخ أمر المباشرة .	1/2	المدة التي سيمنح فيها المقاول حق الدخول إلى الموقع
(10%) من "قيمة العقد المقبولة" (5%) من قيمة العقد النهائي	2/4	قيمة ضمان الأداء قيمة ضمان الأداء خلال فترة الإشعار بإصلاح العيوب (ضمان اصلاح العيوب)
□ مطلوب	9/4	نظام توكيد الجودة
طيلة ايام الاسبوع / صباحي مسائي	5/6	أوقات العمل المعتادة
(15) يوما، وتعتبر هذه الفترة مشمولة ضمن مدة الإنجاز	1/8	الفترة المحددة لمباشرة العمل بعد التاريخ المحدد للمباشرة
1000 دينار عن كل يوم تأخير	7/8	قيمة تعويضات التأخير

2-د

الحد الأقصى لقيمة تعويضات التأخير	7/8	(15%) من قيمة العقد المقبولة
مكافأة الإنجاز المبكر	13/8	لا يوجد
النسبة المئوية التي تدفع للمقاول عن "المبلغ الاحتياطي الذي يتم صرفه" إذا لم ترد في الجداول	5/13-ب	لا يوجد
قيمة الدفعة المقدمة	2/14	لا يوجد
عملات الدفع للمقاول	15/14	الدينار الأردني
تقديم وثائق التأمينات	1/18	خلال (14) يوماً من تاريخ الاحالة
نسبة المحتجزات	3/14	(10%) من قيمة الدفعة
الحد الأعلى للمحتجزات	3/14	(5%) من "قيمة العقد المقبولة"
التحضيرات عند الوصول إلى الموقع	5/14	جميع المواد والتجهيزات الآلية التي تدخل في التشغيل الدائمة
الحد الأدنى لقيمة الدفعة المرحلية	6/14	50,000 دينار على أن يتم تقديم الفواتير عند انجاز مناطق كاملة
أسعار تبديل العملات	7/14	
نسبة الفائدة القانونية (نفقات التمويل)	8/14	(5%) سنوياً
الحد الأدنى لقيمة التأمين ضد الطرف الثالث	3/18	(20,000) دينار عشرون ألف دينار أردني لكل شخص في كل حادث بغض النظر عن عدد الحوادث
تشكيل مجلس فضّ الخلافات	2/20	غير مطبق
فترة تعيين مجلس فضّ الخلافات	2/20	غير مطبق
الجهة التي تعين أعضاء مجلس فضّ الخلافات في حالة عدم الاتفاق بين الفريقين	3/20	غير مطبق

د-2

سلطة تعيين المحكمين في حالة تخلف الأطراف عن التعيين	6/20	بموجب قانون التحكيم الأردني النافذ
عدد أعضاء هيئة التحكيم	6/20	□ ثلاثة أعضاء
القواعد الإجرائية للتحكيم	6/20	بموجب قانون التحكيم الأردني
أقسام الأشغال (6/5/1/1)	مدة الإجازة الخاصة به (3/3/1/1)	قيمة تعويضات التأخير لكل يوم تأخير .
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