

شركة مياه الأردن - مياها ذ.م.م.

JORDAN WATER COMPANY – MIYAHUNA LLC

## C-T-22-0023 FARA PHASE II NO.2

عطاء توريد وتركيب وتشغيل نظام ادارة الضغط في مناطق الواحة والرشيد  
والخرايشة وشفا بدران وطبربور وام الشجيرات والمحطة في عمان ضمن ادارة  
شركة مياها

وثائق العطاء

2022

VOLUME I

- اخر موعد لبيع وثيقة العطاء هو الساعة الرابعة من مساء يوم الخميس الموافق 2022/06/23

- 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 ظهراً من يوم الاربعاء الموافق 2022/07/06.

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# VOLUME I

Invitation to Tender

Section 1 Instructions to Tenderers

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Section 3 Declaration of Undertaking

***TENDER: Pressure Management of Phase II  
Restructuring***

***Contract No.: C-T-22-0023 FARA PHASE II  
NO.2***

## INVITATION TO TENDER

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

#### *USAID PHASE II NRW Project*

#### **C-T-22-0023 FARA PHASEII NO.222-0023 FARA Phase II NO. 7**

Jordan Water Company L.L.C. MIYAHUNA invites sealed bids from the qualified local contractors classified by the GTD as Grade (1) in the field of water and wastewater and electromechanical (single or in Joint Venture), to tender for the project of the contract as detailed below.

eligible and qualified bidders for **Supply, Install , and commission Pressure Management System**

Bidding will be conducted through the international competitive bidding procedures specified in the tender document.

1. Nationality shall be accordance with USAID Code 937 (The United States, the recipient country, and developing countries other than advanced developing countries).
2. The transportation of any shipments by ocean or air and related delivery services are required to be transported by privately owned United State vessel or air charter, otherwise prior approval is required in writing from USAID through JWC-Miyahuna.
3. The eligible Tenderers shall have an experience within the last 10 (Ten) years of similar works, the **similar works** defined as:  
Supply and Installation of the Water Supply Network Including Supply and Installation and commissioning of pressure management system of water network, Scada system, modulating PRVs and valves.
4. The eligible Tenderers shall have a clean record for the past 5 (five) years in terms of contract termination, liquidation of guarantees, and delay in works exceeding 30% duration of the contract period and must not be blacklisted neither by the GTD in the water sector, nor by Miyahuna. Upon request, the Tenderer shall submit documentary evidence to proof this requirement
5. Tenderers shall attempt to bid based on their financial and economic eligibility, experience, resource availability as well as quality of supplies offered according to the technical specifications.
6. Inquiries related to the tender documents shall be sent to the Jordan Water Company L.L.C Miyahuna, Procurement Manager, Mr. Ahmad Lozi via fax, preferably by email to the below mentioned address **before June 15,2022** (incoming date). Tenderers are obliged to follow up the issuance of any addenda to the tender documents or answers to inquiries issued by Miyahuna official e-mail letter.
7. The scope of work comprises the supply of all required materials as well as the installation for the pressure management of (DZ 04, 05,18, 19,21,46,25,26,47,28.29.30) distribution zones of the Greater Amman Water Supply. The Contractor shall be fully responsible for providing all necessary materials for completion of the work.

8. Interested eligible bidders may obtain further information or inspect the Bidding Documents (PDF) from Miyahuna Website ( [www.miyahuna.com.jo](http://www.miyahuna.com.jo) )
9. In order to participate in the tender a complete set of bidding documents must be purchased on the submission of a written application to the address below and upon payment of a non-refundable **fee of Jordanian Dinars JD 500 or an equivalent amount of US Dollars before June 23, 2022**
10. No Tender received after 11:30 AM July 6, 2022 Jordan local time shall be accepted or considered by the Technical Evaluation Committee.

At, 12:00 Noon on July 6, 2022 first the envelope No. 1 - Technical Offer, will be opened and a Technical Committee will evaluate the technical tenders. The Envelope No.2 - Financial Offer will be opened after the technical evaluation of only those tenderers found entirely administratively and technically responsive, in a separate meeting

Bids must be delivered sealed to the address below between 8:30 AM and 11:30 AM July 6, 2022 Jordan local time, The original and copy of the Bid/Tender Security (Bank Guarantee) shall be provided in a sealed envelope, with the technical offer, for an amount of (36,000.00 JD) and must be valid for (180) days from the deadline for bid submission. **starting from the submission date.** The original guarantee has to be in a salad envelope with the technical offer attached to the original offer from the contractor (copies to the copies

Jordan Water Company L.L.C Miyahuna

The Procurement Manager

Amman-11192, Jordan

Aljaleel Street No. 6

Jebel Hussein

P.O. Box 922918

Amman – 11192, Jordan.

Tel:+ +96265666111

Ext: 1603/1624/1627/1628

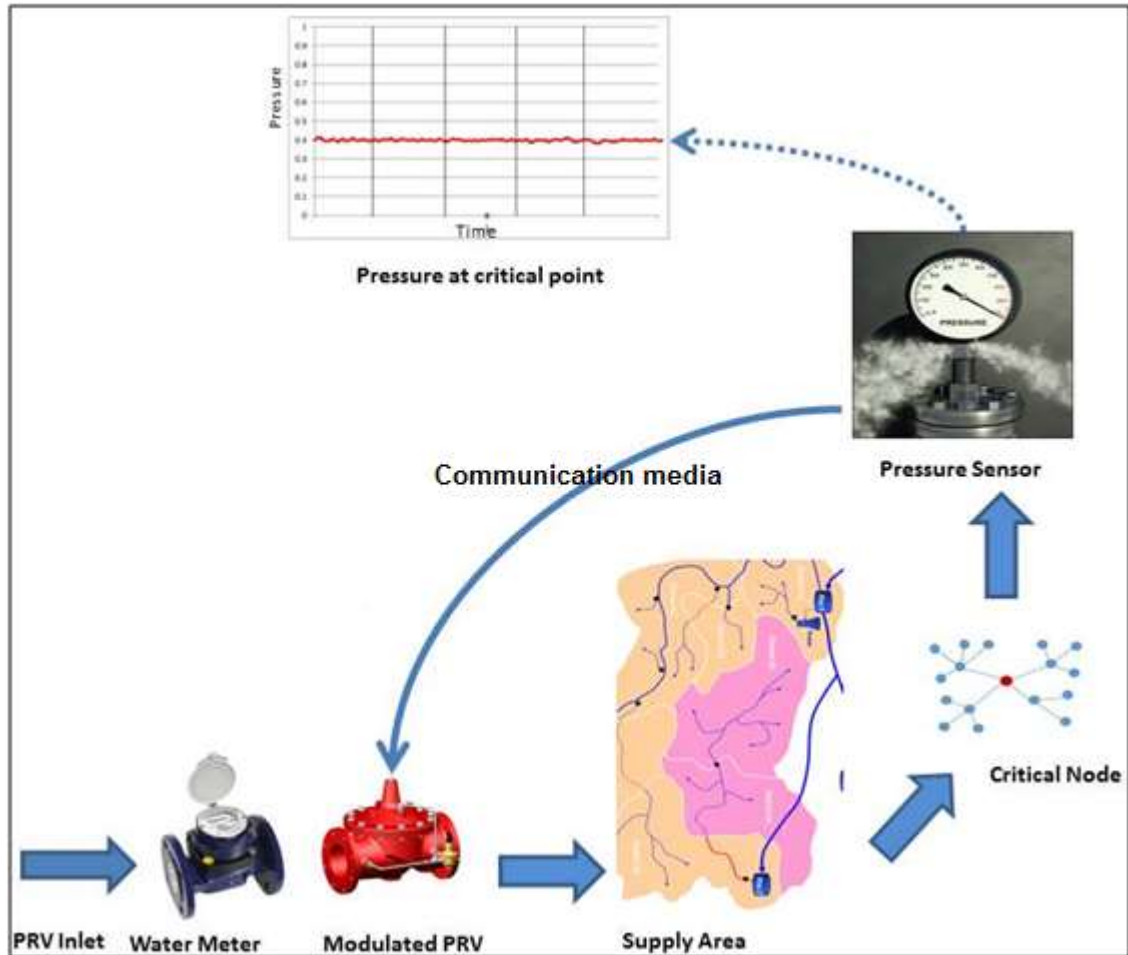
11. Electronic bidding will **not** be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders representatives who choose to attend at Miyahuna Website([www.miyahuna.com.jo](http://www.miyahuna.com.jo)) or in person at the address mentioned above starting at 12:00 Noon on July 6, 2022

## 12. Tendering Time Frame

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

Chief Executive Officer  
Eng. Mohmmmed Ouran

DMA's creation along with modulating pressure reducing valves whenever required allow an efficient pressure management. Modulating pressure reducing valves are the best type of control for areas with changing conditions and variable head loss which provides advanced control of outlet pressure related to network demand and pressure at the critical point of the network, where the pressure sensor at the critical point provides live data to the PRV controller at the inlet of the zone, this allows keeping the pressure at the critical point at the target level by modulating the PRV output pressure as illustrated in the following figure.



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The contractor will be responsible for the following:

- Supply, install and commissioning of the pressure management system including valves, pressure loggers, pressure transmitters and pressure gauges, host software suite ... etc.
- Supply, install and commissioning of all required items for the cycles operation of DZs and through SCADA.
- The contractor shall coordinate with Exist SCADA to connect all signals collected via Host software suite system with Existing system (Monitor & Control).
- Supply, install and commissioning of electrical floaters to detect if there is a flood in the chamber.
  
- The contractor is responsible to check the existing solution of main power supply which required operating all the instruments under this contract and to make any needed works to finish the works.

**The bidder shall submit within his proposal a complete methodology describing the whole procedure for the pressure management and all equipment and software required to complete the tasks.**

**The bidder shall conduct a presentation clarifying the whole procedure and equipment proposed by the bidder for the pressure management; where a pressure sensor at the critical point is used to provide live data to the modulating PRV at the inlet to the zone, the pressure has to remain constant at the critical point.**

**The bidder shall provide on job training to Miyahuna concerned staff on all new technologies installed.**



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# SECTION 1

## INSTRUCTIONS TO TENDERERS

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## A. GENERAL

### 1 Scope of Tender

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

**“Pressure Management of Phase II Restructuring, Contract No.: C-T-22-0023 FARA PHASEII NO.2”**

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

The Contractor shall be responsible for the supply of materials, the installation, completion, as well as the provision of all necessary supervision, labour, plant, materials, equipment and related services, of the "Works" of the Contract, which are described in the Technical Specifications, the Bill of Quantities and the Drawings for the **Pressure Management of Phase II Restructuring**.

1.2 The tender documents are for tendering purposes only. The Employer may modify any part of the tender documents during the tender period as stated in Section 10.1 below, or after the tender period and before the conclusion of a contract agreement.

1.3 Throughout these tender documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, etc.) are synonymous, and "day" means calendar day.

### 2 Eligible Tenderers

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

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

### 3 Materials and Equipment

3.1 a) The Tenderers shall complete the Compliance sheets of materials with country of origin/manufacturing place in the Letter of Submission.

(d) Materials offered must be of same brand and name filled in the fully detailed Compliance sheets for Materials in the Letter of Submission.

(e) Country of origin Refer to USAID code #937.

(f) Offers of materials from different manufacturers for the same item, a so called choice or alternatives for the Employer, are not permitted.

(h) The contractor shall submit with the technical offer all required data such as catalogue, certificates....etc.

(g) The Tenderer shall also attach to his tender documents following evidence for:

i. Conformity of materials with specifications and standards

- ii. Non Toxic Certificates for materials used for water supply from third party inspection companies, approved by the GTD and Employer especially for ductile iron and HDPE pipes and DI fittings, rubbers and gaskets.
- iii. Equipment details, age, condition, ownership, etc.
- iv. Services satisfactory to the Employer based on previous use and experience.

#### **4 Qualification for Award of Contract**

- 4.1 To be qualified for award of the Contract, Tenderers shall provide evidence satisfactory to the Employer of their capability and the adequacy of their financial, technical and human resources to carry out the Contract effectively. Tenders shall include the following documents and information exactly in the sequence listed below in English or in Arabic:
- 4.1(a) Letter of Submission, signed and stamped
  - 4.1(b) Tender Security (original Bid Bond in original Tender No. 1 and copies)
  - 4.1(c) Written Power of Attorney of the signatory of the Tender to commit the Tenderer  
And Delegation of Power if applicable
  - 4.1(d) Declaration of Undertaking
  - 4.1(e) List of Deviations and as per Section 27.2
  - 4.1(f) Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of the each project, (all kinds of projects)
  - 4.1(g) List for the turnover of the company for the last three (3) years (2019 , 2020, 2021 ) has to add by the contractor to the tender documents as per the audit reports.
  - 4.1(i) Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee on award of contract.  
  
Evidence of access to lines of credit, availability of other financial resources, such as audit reports over the last three years.
  - 4.1 (J) Final team schedule with attached CVs of all team members proposed for the Project as well as a letter of commitment signed by key staff and company
  - 4.1 (I) Work schedule
  - 4.1(k) Final detailed Method Statement
  - 4.1 (s) Fully detailed Compliance sheets for Materials
  - 4.1(n) Any addendum issued to the Tenderers (signed and stamped)
  - 4.1(o) The remaining tender document parts shall be each page stamped and submitted separately to the technical tender in 1 original and 2 copies
  - 4.1(p) one complete set of drawings in A3 format initialled and stamped  
  
(All Drawings will be given as a soft copy and the bidder shall turn it to hard copy, the bidder shall bear the costs)
- 4.2 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

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

## **5 One Tender per Tenderer**

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

## **6 Cost of Tendering**

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

## **7 Site Visit**

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

## **B. TENDER DOCUMENTS**

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### **8 Contents of Tender Documents**

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

Volume I Invitation to Tender

Section 1

Instruction to Tenderers

Section 2 Forms to be submitted with Tender

Section 3 Declaration of Undertaking

Volume II General and Particular Conditions of Contract

Volume III Technical Specifications

Volume IV Preamble to the BoQ, Bills of Quantities and Detailed Datasheets for PRVs and

Meters.

Volume V Drawings and data sheets

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

### **9 Clarification of Tender Documents**

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

### **10 Amendment of Tender Documents**

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

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

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

## C. PREPARATION OF TENDERS

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### 11 Language of Tender

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

### 12 Documents Comprising the Tender

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

The documents listed under Sections 8 of Sub-Section8.1 shall be filled in without exception, subject to extensions thereof in the same format.

### 13 Tender Prices

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- 13.1 The Contract shall be for the whole Works as described in Section1 and 8 and Invitation to Tender, based on the schedule of unit rates and prices submitted by the Tenderer.
- 13.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bills of Quantities and Detailed Cost Breakdowns. Items for which no rate or price is entered by the Tenderer shall be deemed covered by the other rates and prices in the Bills of Quantities and when executed will not be paid for by the Employer.
- 13.3 The project is tax exempted. Tender prices shall be prices without all import fees, sales taxes and custom duties asper the attached exemption letter.
- 13.4 The contract is a unit price contract and the rates and prices quoted by the Tenderers are not subject to adjustment during the project period or any time extension.
- 13.5 **The sales tax, customs duties, fees and other levies** shall be dealt as follows:
- a. The stamp duties which shall be paid by the contractor and will not be reimbursed.
  - b. For any part or whole of permanent works, equipment and materials which become property of the Employer for which the sales tax, custom, fees and other levies is paid by the contractor, the stated amount will be reimbursed against providing original receipt for permanent works, equipment and materials. Value of permanent works, equipment and material cannot exceed prices given in the Contract.
  - c. Taxes paid for consumables and temporaries of all kinds will not be reimbursed.
  - d. Taxes for transport facilities have to be paid by the Contractor, including all fees, charges, insurance, registration, transfer of ownership, clearances, maintenance during the project period and will not be reimbursed.

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## 14 Currencies of Tender and Payment

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

## 15 Tender Validity

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15.1Tenders shall remain valid for a period of 270 calendar days after the date of Tender opening specified in Section24.

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

## 16 Tender Security

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16.1 The Tenderer shall furnish as part of his Tender, a Tender security in amount of **JOD 40,000**(forty thousand Jordanian Dinar) valid for **270 days**, starting from the Tender opening . The original guarantee has to be attached to the original offer from the contractor.

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

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

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

16.5 The Tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security, pursuant to Section 34.

16.6 The Tender security may be forfeited

- (a) If the Tenderer withdraws his Tender during the period of Tender validity;
- (b) If the Tenderer does not accept the correction of his Tender price, pursuant to Sub-Section 28.2; or
- (c) in the case of Award of Contract, if he fails within the specified time limit to
  - (i) Sign the Agreement, or
  - (ii) Furnish the required Performance Guarantee.

## 17 Alternative Proposals by Tenderers

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



## 18 Pre-Tender Meeting

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

## 19 Format and Signing of Tender

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- 19.1 The Tenderer shall prepare for Employer ONE original and TWO copies of the documents comprising the tender as described in Section 12 of these Instructions to Tenderers, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancies between them, the original shall prevail.
- 19.2 The original and the copies of the Tender shall be typed or written in indelible ink (in the case of the copy, photo-copies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub-Sections 4.1 (a) or 4.2 (c), as the case may be. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.
- 19.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
- 19.4 Each set of the Tender, the "ORIGINAL" and the "COPY", (2 copies) shall comprise TWO sealed envelopes marked as Envelope No. 1 and Envelope No. 2 as follows:
- a) Envelope No. 1, named "Basic Documents" shall contain:**
- The Letter of Submission, completed and signed by the tenderer,
  - Tender Security (as indicated in the Invitation to Tender and under article 16 – Tender Security)
  - Power of Attorney or Delegation of Power (if applicable),
  - Declaration of Undertaking,
  - List of Deviations and as per Section 27.2,
  - Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of the each project, (all kinds of projects))

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- Audit reports including list for the turnover of the company for the last three (3) years (2019, 2020, and 2021) shall be added to the tender documents by the contractor.
  - Contractor's table of Reference of similar water projects in the last 10 years, included value and scope of work.
  - Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee o award of contract.  
Evidence of Lines of Credit,
  - Final Team Schedule inclusive CVs and letter of commitment,
  - Final Outline Performance Work Program,
  - Final detailed Method Statement for the project,
  - Any addendum issued to the Tenderers,
  - Remaining Tender Documents, material submittals, Etc.....
  - Joint Venture Agreement (if applicable)
  - Sub-Contractor Agreement (if applicable)

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

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

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

## **D. SUBMISSION OF TENDERS**

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### **20 Sealing and Marking of Tenders**

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

20.2 The inner and outer envelopes and the outer package shall

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

**Jordan Water Company L.L.C Miyahuna**

The Procurement Manager

Jabel Hussein

P.O.Box 922918

Amman-11192, Jordan

Attn: Mr. Ahmad Lozi

alozi@miyahuna.com.jo

Tel: +962 6 5666111

Fax: +962 6 5680854

(b) and bear the following identification:

Tender for:

**Pressure Management of Phase II Restructuring**

**CONTRACT No.: C-T-22-0023 FARA PHASEII NO.2"**

**DO NOT OPEN BEFORE (12:00 Noon on July 6, 2022 )**

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

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

### **21 Deadline for Submission of Tenders**

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

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

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## **22 Late Tenders**

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

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## **23 Modification and Withdrawal of Tenders**

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

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## **E. TENDER OPENING AND EVALUATION**

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### **24 Tender Opening**

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

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### **25 Confidentiality**

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

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### **26 Clarification of Tenders**

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

to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Section 28.

## **27 Examination of Tenders and Determination of Responsiveness**

- 27.1 Prior to the detailed evaluation of Tenders, the Tender Evaluation Committee will determine whether each Tender:
- (i) meets the eligibility criteria;
  - (ii) Has been properly signed;
  - (iii) Is accompanied by the required securities;
  - (iv) is substantially responsive to the requirements of the Tender documents.
- 27.2 A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one
- (i) Which affects in any substantial way the scope, quality or performance of the Works;
  - (ii) Which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract or
  - (iii) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

## **28 Correction of Errors**

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

Amend the prices with the tenderer's consent taking into consideration the current market price and the prices quoted by other tenderers (provided that the total sum of the tender remains after these amendments equal or less than the sum of the tender after the arithmetical check).

28.2 The amount stated in the Form of Tender as covering letter of the financial offer in envelope No. 1, will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer.

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

## **29 Evaluation and Comparison of Tenders**

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

### **Verification of Tenders' responsiveness and eligibility at Tender opening**

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

- 4.1(a) Letter of Submission, signed and stamped
- 4.1(b) Tender Security (as indicated in the Invitation to Tender and under article 17 – Tender Security)
- 4.1(c) Written power of attorney of the signatory of the Tender to commit the Tenderer  
And Delegation of Power if applicable
- 4.1(d) Declaration of Undertaking
- 4.1(e) List of Deviations and as per Section 27.2
- 4.1(f) Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of each project, (all kinds of projects)
- 4.1(g) List of the turnover for the company for the last three (3) years (2019, 2020, 2021 ) as per the audit reports.  
Evidence of access to lines of credit, availability of other financial resources, such as audit reports over the last three years.
- 4.1(h) Table of similar projects for the last 10 years
- 4.1(i) Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee on award of contract.
- 4.1(j) Final Team Schedule with attached CVs of all Team Members proposed for the project as well as a letter of commitment signed by key staff and company.
- 4.1(k) Final Outline Performance Work Program and Final detailed Method Statement
- 4.1(l) Fully detailed Compliance sheets for Materials
- 4.1(n) Any addendum issued to the Tenderers (signed and stamped)
- 4.1(o) The remaining tender document parts shall be initialled page by page and stamped and submitted separately to the technical tender, too, in 1 original and 2 copies
- 4.1(p) one complete set of drawings in A3 format initialled and stamped  
(All Drawings will be given As a soft copy and the bidder shall turn it to hard copy, the bidder shall bear the costs)
- 4.2(a) Joint Venture Agreement (if applicable)
- 4.2(b) Sub-Contractor Agreement (if applicable)

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

This is to confirm that the tender and other submissions are complete and contains all documentation

Steps	Article	Verification	Yes	No
A	4.1.(a)	Letter of submission, signed and stamped	<input type="checkbox"/>	<input type="checkbox"/>
B	4.1. (b)	Tender security - validity for 270 days from submission date - original bank guarantee in original Tender	<input type="checkbox"/>	<input type="checkbox"/>
1	4.1 (c)	Power of Attorney, attached and signed	<input type="checkbox"/>	<input type="checkbox"/>
2	4.1 (c)	Delegation of Power (If applicable)	<input type="checkbox"/>	<input type="checkbox"/>
3	4.1. (d)	Declaration of Undertaking, attached and signed	<input type="checkbox"/>	<input type="checkbox"/>
4	4.1. (e)	List of Deviations and as per section 28.2	<input type="checkbox"/>	<input type="checkbox"/>
5	4.1. (f)	Current Commitment, list of ongoing projects of the company including total value of each project	<input type="checkbox"/>	<input type="checkbox"/>
6	4.1. (g)	List for turnover of company for last three years (2019, 2020, 2021)	<input type="checkbox"/>	<input type="checkbox"/>
7	4.1. (h)	Table for similar projects for the last 10 years	<input type="checkbox"/>	<input type="checkbox"/>
8	4.1. (i)	Letter of the financial institution (or bank) issuing the Tender security agree therein to issue the Performance Guarantee in case of Award of the Contract	<input type="checkbox"/>	<input type="checkbox"/>
9	4.1. (j)	Final team schedule with attached CVs of all team members proposed for the Project as well as a letter of commitment signed by key staff and company	<input type="checkbox"/>	<input type="checkbox"/>
10	4.1. (k)	Final Outline Performance Work Program	<input type="checkbox"/>	<input type="checkbox"/>
11	4.1. (k)	Final detailed Method Statement for the Project	<input type="checkbox"/>	<input type="checkbox"/>
12	4.1. (l)	Fully detailed Compliance sheets for Materials	<input type="checkbox"/>	<input type="checkbox"/>
13	4.1. (n)	Any Addendum issued to the Tenderers (signed and stamped)	<input type="checkbox"/>	<input type="checkbox"/>
14	4.1. (o)	Remaining Tender Documents attached in Envelope 1 of the Tender, signed and stamped as part of the Contract	<input type="checkbox"/>	<input type="checkbox"/>
15	4.1. (p)	One complete set of drawings (A3 format) signed and stamped	<input type="checkbox"/>	<input type="checkbox"/>
16	4.2.(a)	Present of Jont Venture statement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
17	4.2.(b)	Present of Sub-contractor proposal (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
TENDER found ELIGIBLE			YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

## 1stPhase : Evaluation of the Technical Capability of Tenderers

The technical capability of each Tenderer will be evaluated on the basis of the information submitted in the Tender. All technical criteria need to be fulfilled and be fully responsive. If one minimum criterion is not fulfilled, the tenderer shall be considered as non-responsive and disqualified from any further evaluation and consideration.

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

- Steps 12: maximum 25 points, min 15 points;
- Steps 10 and 11:
  - Item I: max 25 points;
  - Item II: max 25 points;
- Step 7: maximum 5 points;
- Step 9: maximum 20 points;

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

The criteria for evaluation of technical capability are:

Steps	Article	Item	Verifications	YES	NO	Points
12				Max points		<b>25</b>
	4.1(l)	I	Verification of fully deailed copmliance sheets of Material if ALL materials are offered, coresponding with the General and Particular Technical Specification and all Schedules filled (max 25 points / min 15 points)	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Subtotal of points for step 12</b>					
10 & 11				Max points		<b>50</b>
	4.1(k)	I	Verification of Final Outline Performance Program and the presentation conducted by the bidder as illustrated earlier, if the work program of the tender is visible and consistent and compliant with the maximum performance peroid given in the Annex to tender and Instruction to Tender (max 25 points)	<input type="checkbox"/>	<input type="checkbox"/>	
		II	Verification of Method and the presentation and the presentation conducted by the contractor, if the work methodology is considered sufficient according to the specifications, scope of work and objective of the project and shall be clear in the bidders presentation especially for the pressure management (max 25 points)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Subtotal of points for step 10 &amp; 11</b>						
7				Max points		<b>5</b>
	4.1(h)		Company experience of finished similar water projects (value, scope) in last 10 years	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Subtotal of points for step 7</b>					
9				Max points		<b>20</b>
	4.1(j)	I	Verification of Final Schedule of Staff and CVs if criteria is fullfilled according to minimum relevant experience with project nature, and Letter of commitment signed by key staff and company (max 20 points)	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Subtotal of points for step 9</b>					
<b>Total Summary of points</b>						
<b>Technical Evaluation - Responsive</b>						
Minimum 80 points out of 100 points should be achieved to be considered techincally capable and reppsponsive				<b>____ / 100</b>		



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

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

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

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

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

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

For verification of the Compliance sheets of Material, if all sheets are filled and ALL materials offered, requested in the Compliance sheet correspond with the General and Particular Technical Specification and attached catalogues with offered material and specifications highlighted max 25 (fifty) points can be given.

2. The Performance program, article 4.1(k), for the works tendered must be compliant with Period of Performance (see Volume I, Section 2, Sheet of Outline Performance Program) and the Method Statement, article 4.1(k), must comply with the scope and specifications in particular for this project. In the outline performance program and the method statement, the tenderer shall consider the following; mobilization, material supply, specified period, working district by district, teams, ... etc. **The tenderer shall conduct a presentation to the employer clarifying the consistency between the performance program, the methodology and the material schedule.** Through this presentation, the contractor shall also illustrate the materials and software adopted in order to achieve the project scope and objectives; i.e. pressure management (using modulating PRVs) - where PRVs are Existing.

Presentations will take place in Miyahuna's offices after the tender opening; Miyahuna will assign a date for each tenderer.

- a. Schedule for Outline Performance Work Program and the presentation max. 25 points.
  - b. Method Statement must comply with the specifications in particular for this project including the presentation max. 25 points.
3. Company Experience of similar water projects value, scope in the last 10 years as defined in the invitation to tenderer, article 4.1(h), to prove with attached letter of compliance from the client.

The contractor has to provide a table of references for similar water network projects and pressure management as illustrated in the scope included the value and scope of work, in the last 10 years, to ensure his experience, max. 5 (five) points can be given.

4. The Schedule of Staff is attached in Volume I, Section 2:
  - a. The schedule must be filled reasonably and the particular CVs (standard CV form is attached in Volume I, Section 2) attached, article 4.1(j).
  - b. For the experience of staff 0 – 20 (twenty) points can be given.

The following key staff of the Tenderer proposed for administration and performance of the contract shall possess the following minimum qualifications and professional experience on similar assignment in water supply projects:

- Site Project Manager (6 Points) : relevant educational degree in BSc civil engineering; minimum 12 years professional experience in minimum similar two projects.
  - Site Engineer (3 Points): relevant educational degree in construction management or BSc civil engineering; minimum 5 years professional experience on similar projects.
  - Electrical Engineer(3 Points): BSc Electrical engineering with minimum 8 years professional experience on similar projects.
  - Mechanical Engineer (3 Points): BSc Mechanical engineering with minimum 8 years professional experience on similar projects.
  - Automation Engineer (3 Points): BSc Mechatronics or Electrical engineering with minimum 8 years professional experience on similar projects.
  - Foremen (No. 2) (1 point each): diploma in civil engineering, minimum 5 years professional experience on similar projects or fresh graduate civil engineer.
- c. For the letter of commitment, signed by staff and company, article 4.1(j), 5 (five) points can be given

## **2ndPhase Selection of the Best Bidder**

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

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

- 29.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows:
  - (a) Making any correction for errors pursuant to Section 28;
  - (b) Making any adjustment for modifications pursuant to Section 23.
- 29.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- 29.4 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bills of Quantities,

to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Section 34 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

## **F. AWARD OF CONTRACT**

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### **30 Award**

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

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

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

### **32 Notification of Award**

---

32.1 Prior to expiration of the period of Tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by cable, confirmed by registered letter, that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

- 32.2 The notification of award will constitute the formation of the Contract.
- 32.3 Upon the furnishing by the successful Tenderer of a performance bank guarantee, pursuant to Section 34, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

### **33 Signing of Agreement**

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

### **34 Performance Bank Guarantee and Stamp Duties**

---

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

**END – INSTRUCTION TO TENDERERS**

# **SECTION 2**

## **FORMS TO BE SUBMITTED WITH TENDER**

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*FORM OF*  
**LETTER OF SUBMISSION**

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**SHEET NO. A**

Name of Contract:

**Pressure Management of Phase II Restructuring**

Name of Tenderer:

Address:

Tel.:

Fax:

E-Mail:

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gentlemen,

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

1. In this Envelope No. 1 (Technical Offer) of our Tender, we include
  - 4.1(a) Letter of Submission, signed and stamped
  - 4.1(b) Tender Security (as indicated in the Invitation to Tender and under article 17 – Tender Security)
  - 4.1(c) Written power of attorney of the signatory of the Tender to commit the Tenderer  
And Delegation of Power if applicable
  - 4.1(d) Declaration of Undertaking
  - 4.1(e) List of Deviations and as per Section 27.2
  - 4.1(f) Current Commitment, list for on-going projects, whether they are with governmental or private sector, of the company including total value of each project, (all kinds of projects)
  - 4.1(g) List of the turnover for the company for the last three (3) years (2019, 2020, 2021) as per the audit reports.  
Evidence of access to lines of credit, availability of other financial resources, such as audit reports over the last three years
  - 4.1(h) Table of similar projects for the last 10 years
  - 4.1(i) Letter of the Financial Institution issuing the Tender Security shall agree therein to issue the Performance Guarantee on award of contract.

- 4.1(j) Final Team Schedule with attached CVs of all Team Members proposed for the project as well as a letter of commitment signed by key staff and company.
- 4.1(k) Final Outline Performance Work Program and Final detailed Method Statement
- 4.1(l) Schedule of Particulars for Materials
- 4.1(n) Any addendum issued to the Tenderers (signed and stamped)
- 4.1(o) The remaining tender document parts shall be initialled page by page and stamped and submitted separately to the technical tender, too, in 1 original and 2 copies (instruction to tender volume 1 to 4, volume 5 to 6, general and particular technical specifications, etc.)
- 4.1(p) one complete set of drawings in A3 format initialled and stamped (All Drawings will be given as a soft copy and the bidder shall turn it to hard copy, the bidder shall bear the costs)
- 4.2 Joint Venture Agreement (if applicable)
- 4.2 Sub-Contractor Agreement (if applicable)

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

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

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

Signed this ..... day of .....

Stamp and Signature

By:

Position:

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



**Current Commitment – LIST FOR ON-GOING PROJECTS**

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

**ON-GOING PROJECTS:**

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

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### LIST OF DEVIATIONS

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

To certify below is an obligation of the Contractor.

**Any bid without signature below this certificate will be rejected.**

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

Except what is mentioned in the table below:

No.	Deviated Section no.	Page	Deviation Detail

For further explanation use white paper which shall be attached and signed to this list

Place, date Signature

## **OUTLINE PERFORMANCE PROGRAMME AND METHOD STATEMENT**

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

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

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

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

## STAFF SCHEDULE

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

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

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

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

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

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

⇒ Any other information the Tenderer feels necessary to provide.

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

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## SECTION 3

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### DECLARATION OF UNDERTAKING

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#### DECLARATION OF UNDERTAKING

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#### Pressure Management of Phase II Restructuring

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

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

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

.....  
Place, Date

.....  
Tenderer's Signature and Stamp

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## Form of Bid Security (Bank Guarantee)

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

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

TENDER GUARANTEE No.: \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**[signature(s)]**

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

## نموذج كفالة دخول العطاء

### TENDER GUARANTEE

إلى السادة : شركة مياه الاردن " مياهنا "

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

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

وذلك مقابل كفالة دخول العطاء رقم: .....

الخاص بمشروع: .....

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

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

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

توقيع الكفيل/مصرف .....

المفوض بالتوقيع .....

التاريخ .....