

THE HASHEMITE KINGDOM OF JORDAN

شركة مياه الأردن – مياها ذ.م.م.

JORDAN WATER COMPANY – MIYAHUNA LLC

**C-T-22-0028 FARA Phase II  
NO.7**

**تنفيذ المرحلة الثانية من مشروع إدارة  
الموارد المؤسسية ERP**

وثائق العطاء  
2022

- آخر موعد لبيع وثيقة العطاء هو الساعة الثالثة من مساء يوم الخميس الموافق 2022/08/11 .
- آخر موعد لتقديم الإستفسارات هو يوم الخميس الموافق (2022/08/11) الساعة (3:00) عصراً.
- سيتم الرد على جميع الإستفسارات بموعد أقصاه يوم الخميس الموافق (2022/08/16).
- يبدأ موعد تسليم العروض على العنوان المذكور أدناه من الساعة 8:30 صباحاً لغاية الـ 30:11 ظهراً من يوم الاربعاء الموافق 2022/08/31 .
- سيتم فتح العروض في تمام الساعة الثانية عشرة من يوم الاثنين الموافق 2022/08/31.



ORACLE APPLICATIONS  
IMPLEMENTATION PROJECT RFP  
Phase 2

Version 1.3.1

March 2022

*The Hashemite Kingdom of Jordan*  
**Jordan Water Company L.L.C. MIYAHUNA**  
**USAID PHASE II NRW Project**  
**Request for Proposal (RFP) No. C-T-22-0028 FARA PHASE II**  
**ORACLE APPLICATIONS IMPLEMENTATION**

Jordan Water Company (Miyahuna), the water utility of Amman, Zarqa, and Madaba Jordan, is issuing a **Request for Proposal (RFP)** to the international or local Jordanian firms for **Comprehensive ORACLE APPLICATIONS IMPLEMENTATION Project**.

Project overview:

1. The purpose of this RFP is to provide the detailed requirements for the Eligible Bidders to implement an Oracle EBS/C2M in compliance with Miyahuna's requirements, as well as to provide the yardstick against which the success of this assignment will be measured. The information described in this RFP is based on Maithuna's business requirements, Policies and Procedures documents, interviews and discussions held with Miyahuna representatives in all pertinent areas (basic, advanced, and vertical functions at Miyahuna), and other information received from Miyahuna in both hardcopy and softcopy format, but in any case the winning bidder shall revisit these requirements. Miyahuna is seeking an implementation partner to provide licenses and implement Oracle E-Business suite and Oracle Utilities (ERP) systems to manage various functions with full integration with part of the current IT systems for Miyahuna. Hence, Miyahuna is releasing this RFP to acquire the services of qualified firms to implement a fully integrated Oracle ERP System to the international best practices.
2. Nationality of the main contractor, Joint venture partners and/or Sub-contractors must be according to USAID code #937 (The United States, the recipient country, and developing countries other than advanced developing countries).
3. Interested eligible bidders may obtain further information or inspect the RFP Document (PDF) from Miyahuna Website( [www.miyahuna.com.jo](http://www.miyahuna.com.jo) )
4. In order to participate in the tender a complete set of bidding documents may be purchased on the submission of a written application to the address below and upon payment of a non-refundable fee of **Jordanian Dinars (JOD) 500** before 3:00pm **August 11, 2022** .
5. The Employer will organize a pre-tender meeting, **on August 7 , 2022 9:00 AM at Miyahuna Main offices** . The Employer may conduct a Site visit concurrently with the pre-tender meeting.
6. Any questions regarding the Bidding Documents shall be sent to Procurement Manager via fax or (preferably) email to the mentioned address below, before **3:00 pm August 11, 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 **August 16, 2022**
7. The tender documents must be submitted in 2 separate sealed envelopes as detailed in the Bidding Documents.
8. The Bid Security shall be provided in a sealed envelope for an amount of (150,000.00 JD) must be valid for (180) days from the deadline for bid submission.

## Oracle Apps Implementation Phase 2 RFP



9. The Deadline for submission of bids is on August 31, 2022 at Jordan local time by hand at Miyahuna address mentioned below At:

Jordan Water Company L.L.C Miyahuna  
Procurement Department  
Al Majdal Street No. 2  
Jebel Hussein Amman-11192, Jordan  
Amman, 11192, Jordan.  
Tel: +96265666111  
Ext: 1603/1624/1627/1628

10. 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 August 31, 2022; all bids must be accompanied by a Bid Security accordingly.

11. Miyahuna will not be responsible for lost and/or undelivered documents sent by mail, Fax or similar means.

12. Tendering Time Frame (Bidding Process Timetable)

#	Description	Date from	Date to
1	Announcement	<b>July 19, 2022</b>	
2	Receipt of Bidding Documents by bidders as previously mentioned	<b>July 19, 2022</b>	<b>August 11, 2022</b>
3	Pre bid meeting	<b>August 7 ,2022 9:00 AM at Miyahuna Main offices</b>	
4	Questions and Inquiries of Bidders/Tenderers 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:Nhindawi@miyahuna.com.jo">Nhindawi@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>	<b>July 19, 2022</b>	<b>August 11, 2022</b>
5	Answers to Item 4 above by Jordan Water Company (Miyahuna) and issuing addendum if needed.	<b>August 16, 2022</b>	
6	Submission of offers by Bidders/Tenderers	<b>August 31, 2022 From 8:30Am until 11:30Am max Jordan local time.</b>	
7	Opening of Bidders/Tenderers offers	<b>August 31, 2022 at 12:00pm Jordan local time.</b>	

Chief Executive Officer  
Eng. Mohmmmed Ouran

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**Abbreviations**

TBD	To Be Decided
BEC	Bid Evaluation Committee
ERP	Enterprise Resources Planning (Oracle EBS)
EBS	Enterprise Business Suite
MDM	Meter Device Management

## **Section 1 - Introduction**

### **1.1. About Miyahuna**

Miyahuna is a Limited Liability Company responsible for the provision of water and Sewage services to more than 1 million customers in the Capital city of Amman, Zarqa and Madaba Governorates, in 2021, Water Authority of Jordan (Miyahuna) contracted Miyahuna to operate the water and sewage systems in Balqa Governorate, in addition Fuhais & Mahis District which was managed by Miyahuna Since 2020.

### **1.2. Project Background**

In 2020 and as part of the continuous support for the water sector in Jordan by the U.S. Agency for International Development (USAID) and FARA (Fixed Amount Re-imbusement Agreement) fund mechanism of USAD, Miyahuna were submitted a bid to have a unified and standardized ERP platform to automate Water companies' business processes.

The RFP was divided into two phases (Horizontal (Basic and Advanced) and Vertical business modules), the proposals evaluation based on the 2 phases scope of work and the solution was selected, but only phase 1 was implemented.

After the successful bidding of phase 1, the wining offer provided the needed solution by implementing Oracle EBS, and based on that phase 2 will be a complementary stage to implement the targeted business modules (advanced horizontal & vertical modules) using the selected solution – Oracle EBS and Oracle MDM.

### **1.3. RFP and Project Overview**

The purpose of this RFP is to provide the detailed requirements for the Eligible Bidders to implement an Oracle EBS/C2M in compliance with Miyahuna's requirements, as well as to provide the yardstick against which the success of this assignment will be measured.

The information described in this RFP is based on Miyahuna's business requirements, Policies and Procedures documents, interviews and discussions held with Miyahuna representatives in all pertinent areas (basic, advanced, and vertical functions at Miyahuna), and other information received from Miyahuna in both hardcopy and softcopy format, but in any case the winning bidder shall revisit these requirements.

Miyahuna is seeking an implementation partner to provide licenses and implement Oracle E-Business suite and Oracle Utilities (ERP) systems to manage various functions with full integration with part of the current IT systems for Miyahuna.

Hence, Miyahuna is releasing this RFP to acquire the services of qualified firms to implement a fully integrated Oracle ERP System to the international best practices.

## Section 2 - Instruction to Bidders

### 2.1. General Terms

Throughout this RFP document, the defined terms shall hold the meaning described in this section

- 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 in written form and delivered against receipt;
- 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
- e. "Implementation Partner" shall refer to Oracle Certified Implementation Partners with certified staff and active membership with Oracle.
- f. "Contractor" shall refer to the winning bidder
- g. "Successful implementation" shall be defined as
  1. An implementation of project scope of work without any technical and/or functional issues, bugs, showstoppers or any related item that may render the system as unusable or unstable.
  2. An end-to-end automation of all business processes within the scope of the project in turnkey manner using the ERP without any exceptions.
  3. Key and End users are well trained and are using the system effectively.
  4. Final acceptance certificate is issued.
  5. Parallel run with existing systems has executed for at least 3 months or 2 billing cycles and results match between existing system and new implementation without any human interaction or correction.
  6. Performance of the system exceeds the performance of existing systems.
  7. Custom Documentation in Arabic and English for the implementation is created and matches Miyahuna business processes, tested, reviewed, and approved by Miyahuna.
  8. All customization, testing scripts or any other software component developed or created by the Contractor is delivered at latest tested release to Miyahuna.
  9. All ERP software components are up-to-date and updated with latest patches or updates.
- h. 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
- i. 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.

## **2.2. Eligible Bidders**

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

- 2.2.1 Implementation Partner or any of its associates, service providers, partners, joint venture companies...etc shall not be under a declaration of ineligibility for corrupt and fraudulent practices by either the Jordanian Government or the government where the Implementation Partner is established, currently operating or has been operating.
- 2.2.2 Anyone who want to participate in this Tender shall 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.
- 2.2.3 The Bid shall be submitted using the Letter of Tender included in this RFP, the Bidder shall fill in the forms, the Bill of Quantities and rates, any other schedules or addenda and shall sign the Tender Documents in the specified places.
- 2.2.4 The bidder should be an approved oracle partner, with an active OPN membership (Oracle Partner Network), with the following reseller rights:
  - Oracle Utilities Solutions – Customer solutions
  - Oracle E-Business Suite Solutions
- 2.2.5 Implementation partner own an established business for at least three (3) years of which they have implemented similar solutions and possess relevant qualified and certified staff. Implementation Partners are required to provide details on current staff, business plan, company financing model and any related information that will guarantee the business continuity and sustainability of the eligible Implementation Partner's company.
- 2.2.6 Have certified, well experienced technical and functional skills (i.e. resources), experience in the implementation of the proposed solution and integration with any third-party solution proposed by the Implementation Partner. Staff must have proven track record in the project scope and have experience in implementing the solution for similar utilities in the Middle East or north Africa.
- 2.2.7 An official letter from the mother Company (i.e. Oracle) of the proposed hardware, software or other services or solution component indicating that the local partner is authorized to perform the services assigned to it by the mother Company along with any certification, training or other certificates that supports the partner profile as an authorized partner with
- 2.2.8 Provide Company registration certificate and related legal and government document that illustrate the Company legal form and situation.

### 2.3. Bidding Costs

- 2.3.1. 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.
- 2.3.2. Cost for raise and fall in the cost of labor, plant, materials, goods, consumables, and other input to the works should be included in the bidder financial offer.
- 2.3.3. All duties, taxes, and other levies payable by the Bidder under the Bid, or for any other cause, shall not be included in the rates and prices and the total Bid Price submitted by the Bidder. Clarification and Amendments of Bidding Documents.
- 2.3.4. A prospective bidder requiring any clarification of the bidding documents may notify Miyahuna in writing (hereinafter, the term “in writing” is deemed to include email only) at Miyahuna’s address indicated in this RFP clause 2.23. Miyahuna will respond to any request for clarification that he receives before or at the day as stated in 2.1 **Error! Reference source not found.** Copies of Miyahuna’s response will be forwarded to all bidders, including a description of the inquiry but without identifying its source.
- 2.3.5. At any time prior to the deadline for submission of bids, Miyahuna may amend the bidding documents by issuing Addenda, or extends the bid submission date.
- 2.3.6. 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.

### 2.4. Language of the 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 Arabic language. 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 language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### 2.5. Currencies

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

### 2.6. Bid Validity

- 2.6.1. Bids shall remain valid for the period of 150 days after the deadline for bid submission. bid valid for a shorter period shall be rejected by Miyahuna as non-responsive.
- 2.6.2. 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 and in compliance with **Error! Reference source not found.** in all respects.

## 2.7. Bid Security

The bid security shall be in the amount of 150,000 JOD only, valid for 180 days after the deadline for bid submission, issued by a Jordanian bank acceptable to Miyahuna or a certified check. The bid security shall be in the form set out in this RFP under the bid forms section. The original security must be included in the original bid.

Any bid not accompanied by an acceptable bid security shall be rejected by Miyahuna as nonresponsive or not meeting the terms in this RFP including validity duration.

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.

The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

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:
- c. sign the Agreement, or
- d. furnish the required performance security.

## 2.8. Alternative Proposals by Bidders

2.8.1. Bidders shall prepare their bids in accordance with the bidding document. Alternatives are NOT accepted only one proposal is permitted.

2.8.2. If more than one proposal is submitted, only one proposal will be considered which is selected randomly and all other alternatives will be immediately disregarded and dropped

## 2.9. Pre-Bid Meeting (Optional)

2.9.1. The bidder's designated representative is invited to attend a pre-bid meeting. The venue, time and date will be announced later.

2.9.2. The purpose of the meeting will be to explain and clarify to the bidder the objective and procedure of this RFP, through a short presentation prepared by Miyahuna. No questions on any matter related to the RFP shall be raised during the pre-bid meeting.

2.9.3. Each Bidder is allowed to have the maximum of two representatives attending the pre-bid meeting. Confirmations of attendance should be sent at least 24 hours before the meeting.

- 2.9.4. The bidder is requested to submit any questions in writing, to reach Miyahuna not later than the time in the Bid Process Timetable. The questions and responses will be transmitted in accordance with **Error! Reference source not found.**
- 2.9.5. Attendance at the pre-bid meeting is Optional.

## 2.10. Formats and signing of Bids

- 2.10.1. The bidder shall prepare one original of the documents comprising the bid as described in this RFP clearly marked "original." In addition, the bidder shall submit two copies 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.
- 2.10.2. 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 instruction made in this RFP, as the case may be except for un-amended printed literature.
- 2.10.3. The bid shall contain no alterations, omissions, or additions, unless such corrections are signed by the person or persons signing the bid.
- 2.10.4. Bidders shall prepare their bids in accordance with the bidding document. Alternatives are NOT accepted only one proposal is permitted.
- 2.10.5. Failure of the Bidder to comply with the requirements as per above items 1, 2, 3, 4 and 5 from this section will result in the rejection of its Bid.
- 2.10.6. Bid Modification and Withdrawal 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.
- 2.10.7. The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of section 2 and 3, with the outer and inner envelopes additionally marked "modification" or "withdrawal," as appropriate.
- 2.10.8. No bid may be modified by the bidder after the deadline for submission of bids.
- 2.10.9. Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in section 2 may result in the forfeiture of the bid security.

## **2.11. Bid Opening – Technical Proposal**

- 2.11.1. Miyahuna will open the Bid Security Envelopes, in the presence of bidders' designated representatives who choose to attend the address, date and time as indicated by Miyahuna Purchasing (procurement) department. The Technical Proposals Envelopes, including withdrawals and modifications made pursuant to section 2.12, will be opened only for the bidders submitting accepted bid security in the same session and will be evaluated later.
- 2.11.2. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.11.3. 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 section 2.12 shall not be opened. Subsequently, all Technical Proposal Envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail
- 2.11.4. Miyahuna shall announce the Bidders' names at the opening of the Bid Security Envelope and Technical Proposal Envelopes. The financial proposal envelopes of all bidders shall remain sealed until all financial envelopes are opened in accordance with Section 2.12. No bid shall be rejected at bid opening session except for late bids or bids failing to comply with section 2.12 or bids failing to comply with bid security requirements as per section 2.8 and point 1 here above.
- 2.11.5. Miyahuna shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with item (3) above.
- 2.11.6. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

## **2.12. Bid Opening – Financial Proposal**

- 2.12.1. Miyahuna shall determine a date and time after the evaluation of the technical envelopes when Miyahuna shall open the financial envelopes of the technically qualified Bidders and shall carry out the opening of the Financial Proposal Envelopes, including any modifications thereof, of the Qualified Bidders and return the unopened Financial Proposal Envelopes, including any modifications thereof, of the Bidders who failed to comply with the technical requirements.
- 2.12.2. Miyahuna shall examine each such Financial Proposal to determine whether it is complete and responsive to this document.
- 2.12.3. 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.

- 2.12.4. 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 section 2

### **2.13. Clarification of Bids and Contacting Miyahuna**

- 2.13.1. 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. 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.
- 2.13.2. 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.
- 2.13.3. 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.
- 2.13.4. Miyahuna Bid Evaluation Committee reserves the right to amend, retract or cancel the RFP at any point in time without giving any reason(s).
- 2.13.5. If the amendment occurs after the closing date for receipt of proposals, Miyahuna may, in its sole discretion, allow bidders to amend their proposals in response to the amendment if Miyahuna deems it necessary.
- 2.13.6. Miyahuna shall prepare a written addendum in response to all pertinent questions and requests for interpretation submitted by writing.

In the event it becomes necessary to revise any part of the RFP prior to or during the scheduled submittal date, an addendum shall be issued to all qualified bidders in relative stages.

### **2.14. Miyahuna's Right to Accept any Bid and To Reject Any or All Bids**

- 2.14.1. 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 the Miyahuna's action.

## **2.15. Evaluation and Comparison of Bids**

- 2.15.1. Miyahuna's Bid Evaluation Committee's evaluation of bids will consider both cost and technical factors. Bids will be evaluated according to the evaluation criteria specified in Evaluation Criteria.
- 2.15.2. The technical offer(s) will be opened first and evaluated against the requirements.
- 2.15.3. The financial offers will be opened after the proper technical evaluation is completed for only technically qualified bidder(s).
- 2.15.4. Technical proposals that satisfy the technical requirements but for which the cost proposal exceeds the project's budget ceiling will be eliminated from further consideration

## **2.16. Eligibility/Screening Criteria**

- 2.16.1. Prior to the detailed evaluation of each proposal, Miyahuna's Bid Evaluation Committee will undertake a preliminary examination to identify any non-responsive proposals which shall not be considered for further evaluation. The Bidder is required to comply with the following checklist to ensure eligibility and provide it with their response. Missing information in any of the following areas will constitute a proposal that is nonresponsive.
  - a. After inspecting the bid, the Bidder's Eligibility will be evaluated first to check for compliance to requirements made in this RFP. Bidders who fail to pass the eligibility criteria will be notified and their bids will be returned.
  - b. The Bidder must provide a formal statement confirming that they do not have any pending disputes or litigation.
  - c. Bidder(s) own an established business as per the eligible bidder(s) clause during which they have implemented similar project(s) and possess relevant qualified and certified staff during the previous years
  - d. International bidders must have local representation in Amman, Jordan if awarded the contract and shall comply to USAID Code 937.
  - e. Technical and Financial Responses must be in separate envelopes with the required number of copies.
  - f. The validity of the proposal is in accordance with the requirements of the bid.
  - g. The Bidder must nominate one person (Bid Manager) in writing who shall act as a single point-of-contact during the bidding process and, in the event a contract is awarded, during contract execution.
  - h. Bids have been prepared and submitted in accordance with the terms and conditions of this RFP
- 2.16.2. 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.

2.16.3. If a bid is not substantially responsive, it will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation and will not be considered for evaluation further.

2.16.4. Only technical proposals that pass all evaluation criteria shall be determined as “substantially responsive bids” and be considered for detailed technical evaluation and if qualified will be considered for financial evaluation.

**2.17. Evaluation Criteria**

2.19.1 The bidder shall propose separated Technical and financial Proposals, Technical proposal will be opened first and evaluated against the technical requirements as outlined in this RFP.

2.19.2 Miyahuna may use sources of information not supplied by the eligible bidder(s) concerning the abilities to perform this work and any proposed component.

2.19.3 The Technical Evaluation Criteria will include the following factors

No.	Evaluation criterion	Points
<b>1</b>	<b>Compliance to Functional Requirements</b>	<b>40</b>
1.1	Functional Compliance Matrix	40
<b>2</b>	<b>Company profile and experience</b>	<b>15</b>
2.1	Profile and Financial Capabilities	5
2.2	Related experience and references	5
2.3	On-Site Support Services	5
<b>3</b>	<b>Methodology, approach, and planning</b>	<b>20</b>
3.1	Proposed methodology and approach	5
3.2	Project risk assessment and plan	3
3.3	Proposed project plan and Commitment to meet project deadline	5
3.4	Training Services and Offering	7
<b>4</b>	<b>Proposed staff experience and level of effort</b>	<b>25</b>
4.1	Project Manager	5
4.2	Implementation Consultant Expertise, Certification & Track Record	15

4.3 Communication planning, availability on-site and level of effort 5

**Total Evaluation Value 100**

- 2.19.4 A Technically qualified bid/bidder must have scored at least 80% out of 100%.
- 2.19.5 The financial offers will be opened following completion of the technical evaluation. Only financial offers associated with technically qualified proposals will be opened. Financial offers associated with technically unqualified technical proposals will be returned to Bidders unopened.
- 2.19.6 Evaluation will be pass/fail only which means the offers that pass the technical evaluation score will be evaluated based on the Financial Proposal only, regardless of the technical score. However, financial proposals with a value of more than the ceiling of allocated to this RFP will be eliminated from further consideration.
- 2.19.7 In evaluating the financial bids, Miyahuna will adjust the bid price of each bid as follows:
- making any correction for errors.
  - applying any discounts offered by the bidder for the award of the contract,
- 2.19.8 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 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.
- 2.19.9 In case where the financial offer for two or more proposals have been equal, preference and award will be made to the bid with the highest technical score.
- 2.19.10 In case where financial offer for two or more proposals have been equal and their technical bid score has also been equal, the bid evaluation committee will require a discount from the two eligible bidders and will award the contract to the bidder with the least cost.
- 2.19.11 In case where the financial offer for two or more proposals have been equal and their technical bid score has also been equal, the bid evaluation committee will require a discount from the two eligible bidders and in case the new discounted prices are found to be similar, the bid evaluation committee has the right to award the contract to eligible bidder that it desires without providing any reason disposition.

## 2.18. Elaboration on Evaluation Criteria

### 2.18.1. Company profile and experience:

- **Profile:** This section will be evaluated based on the Eligible Bidders' profile and field of experience.

- **Related experience and references:** This is to evaluate how well the Eligible Bidders' demonstrates relevant and quality past experience. The past experience of the Eligible Bidders should demonstrate quality of work, timeliness of performance, management of relationships, and cost control. The Eligible Bidders should provide evidence of delivering ERP system and implementing successfully previous similar projects generally in utilities and particularly in water utilities in the region and preferably in Jordan that could include completion certificates or letters and fill the summary of the relevant experience according to bid forms.

### 2.18.2. Methodology, approach, and planning: This includes the following:

- **Proposed methodology and approach:** The adequacy of the proposed implementation approach of the ERP system, how the Eligible Bidders will structure, develop, and manage the project and how to address the change management requirements for Miyahuna. Addressing The explanation of the system integration within the ERP and with other legacy and vertical third-party systems.
- **Project risk assessment and plan:** The Eligible Bidders ability to understand and address the project risks and proposing risk mitigation plan.
- **Proposed project plan, timeframe, and resources allocation:** A Clear and concise project implementation plan with logical sequence of tasks and milestones. This also includes the training plan for techies, functional and technical system administrator, super users, and end users, testing plan and migration plan and ERP vendor support mechanism and plan after Go-Live.

### 2.18.3. Proposed staff experience and level of effort:

- This section is to evaluate the composition, the ability, and the level of effort of the proposed staff to carry out the SOW successfully. The CVs of the Project Manager and key staff should at least provide the information stated in the proposed CV template in Bid Forms Section.
- **Project Manager:** The qualification and experience of the Project Manager of implementing similar ERP system in terms of SOW and size.
- **Implementation Consultants:** The quality of the proposed staff in terms of the required skills and experience to successfully execute this project and covering the requested business modules and technological tools.

## 2.19. Miyahuna Right to Vary Quantities at Time of Award

- Miyahuna Bid Evaluation Committee reserves the right at the time of contract award to increase or decrease, in a matter that is for Miyahuna best business interest, the quantities of products and/or services originally specified in this RFP and its Appendixes without any change in unit prices or other terms and conditions. The term applies for those items selected for the award by the bid evaluation committee and does not imply that Miyahuna intends to procure all requested items.

## 2.20. Contract Negotiations

- 2.22.1 Contract negotiations between parties will take place between the technically qualified bidder(s) and Miyahuna.
- 2.22.2 Miyahuna reserves the right and in its sole discretion to enter post-submission negotiations and discussions with any one or more technically qualified bidder(s) regarding price, scope of services and/or any other term of their proposals, and such other contractual terms as Miyahuna may require, at any time prior to execution of a final contract.
- 2.22.3 Miyahuna may reserves the right and in its sole election, to enter simultaneous, competitive negotiations with multiple technically qualified bidder(s) or negotiate with an individual technically qualified bidder(s).
- 2.22.4 Negotiations with technically qualified bidder(s) may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted proposals. In such event, Miyahuna shall not be obligated to inform other technically qualified bidder(s) of the changes, or to permit them to revise their proposals in light thereof, unless Miyahuna, in its sole discretion, determines that doing so is in Miyahuna best interest.
- 2.22.5 In the event negotiations with any technically qualified bidder(s) are not satisfactory to Miyahuna, Miyahuna reserves the right to discontinue such negotiations at any time; or to enter into or continue negotiations with other technically qualified bidder(s) or to disqualify unsuccessful eligible bidder(s).
- 2.22.6 Miyahuna reserves the right not to enter into any contract with any technically qualified bidder(s), with or without re-issue of the RFP, if Miyahuna determines that such is in Miyahuna best interest.
- 2.22.7 Miyahuna Bid Evaluation Committee may decide to negotiate the technical and/or financial proposal with those bidders and modify the requirements from those stated in the RFP or included in the Bidder's proposal.

## **2.21. Notification of Award**

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 General 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 General Conditions called "the Accepted Contract Amount").

## **2.22. Award**

Subject to the evaluation criteria section, Miyahuna shall award the Contract to the successful bidder whose bid has been achieved all the requirements in accordance with this RFP and in accordance with the total score of each responsive offer that will be calculated according to Section 4.4, Stage 4: Winning Bidder Selection

### **2.23. Signing of Contract**

- 2.25.1 Prior to signing Contract, Miyahuna Bid Evaluation Committee will seek approval from, Miyahuna Company Executive Management. After receipt of approval Miyahuna bid evaluation committee will issue the contract unless the Bidder has provided their standard purchase and the terms and conditions that are accepted by Miyahuna.
- 2.25.2 Within five (5) calendar days of receipt of the Contract, the winning bidder shall review the contract and return it to Miyahuna.
- 2.25.3 The contract signature ceremony will be held and take place at Miyahuna premises in Amman.

### **2.24. Coming Into Force**

The contract comes into force and takes effect on the date of Miyahuna or their designee's counter signature.

### **2.25. Payment Terms**

- 2.27.1 Request(s) for payment shall be made to Miyahuna in writing, accompanied by an invoice describing, work accomplished, services performed, and any related deliverables that are attested by Miyahuna designated staff member.
- 2.27.2 Payments shall be made promptly by Miyahuna within 56 days of the acceptance of an invoice, if accompanied with certifications and/or approval of assigned committee or Miyahuna designated person.
- 2.13.3 Bidders shall be entirely responsible for all duties, license fees, etc., incurred until delivery of the Products and Services to Miyahuna or required by the laws of Jordan.
- 2.13.4 Payment Terms are structured as each payment is related to a specified milestone as the following table, payment for each milestone could be divided to several payments that are linked to minor milestones These can be agreed upon during the negotiation phase.

M.S No	Milestone Description	Payment size
1	<b><u>Supply of Advanced ERP modules licenses</u></b> This task shall include the supply of all Oracle Technology and software licenses that mentioned in the contract and the contractor Shall purchased under the name of Miyahuna	100% of the License Price
2	<b><u>Implementation of Advanced ERP modules (Stages 1 to 2) customer-related packages</u></b> This task shall include the implementation of stages 1, and 2. In these stages, the implementer will complete the project initiation and kick-off, and the Analysis and Design (Business Blueprints) as specified in Technical Specifications.	30%
3	<b><u>Implementation of Advanced ERP modules (Stages 1 to 2) O&amp;M related packages</u></b> This task shall include the implementation of stages 1, and 2. In these stages, the implementer will complete the project initiation and kick-off, and the Analysis and Design (Business Blueprints) as specified in Technical Specifications.	15%
4	<b><u>Implementation of Advanced ERP modules (Stages 3 to 4) customer-related packages</u></b> This task shall include the implementation of stages 3, and 4. In these stages, the implementer will complete the Training and Capacity Building Plan, and System Implementation and Installation on the production environment as specified in Technical Specifications.	20%
5	<b><u>Implementation of Advanced ERP modules (Stages 3 to 4) O&amp;M related packages</u></b> This task shall include the implementation of stages 3, and 4 . In these stages, the implementer will complete the Training and Capacity Building Plan, and System Implementation and Installation on the production environment as specified in Technical Specifications.	10%
6	<b><u>Implementation of Advanced ERP modules (Stages 5 to 7) customer-related packages</u></b> This task shall include the implementation of stages 5, 6, and 7. In these stages, the implementer will complete the Data Migration and Conversion, System Final Testing, Go-Live Readiness Health- Check, and Cut- over Plan, and the ERP Go Live as specified in Technical Specifications.	15%
7	<b><u>Implementation of Advanced ERP modules Stages 5 to 7) O&amp;M related packages</u></b> This task shall include the implementation of stages 5, 6, and 7. In these stages, the implementer will complete the Data Migration and Conversion, System Final Testing, Go-Live Readiness Health- Check, and Cut- over Plan, and the ERP Go Live as specified in Technical Specifications.	10%



## **Section 3 - Terms and Conditions**

### **3.1 Law and Language**

- 3.1.1. The language of the Contract Agreement and all related communication shall be in the English language.
- 3.1.2. 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.
- 3.1.3. 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.
- 3.1.4. Point 3.1.3 above includes but is not limited to the following:
- a. Water Law
  - b. Water subscription bylaw
  - c. Public Health Law
  - d. Environment Law
  - e. Labor Law
  - f. Jordanian drinking water standards
  - g. Applicable Laws in Jordan
  - h. Laws, Bylaws of Miyahuna
- 3.1.5. Procurement of goods and/or services shall be of a nationality and source complying with USAID geographical code number 937.
- 3.1.6. 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.
- 3.1.7. 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.

### **3.2 Documents Order Of Precedence**

- 3.2.1. 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:
1. Applicable Laws and Regulations in Section 3.1
  2. The Contract Agreement

3. Notification of Award (The Letter of Acceptance)
4. The Addenda No's .....
5. Request for Proposal Documents (Invitation to Bid, Instruction to Bid, Terms and Conditions, Scope of Work, Data Bank)
6. Presentation Session
7. Contractor's Technical and Financial Offer
8. Any other documents forming part of the contract

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

### 3.3 Contract Agreement

3.3.1. This RFP documents shall be part of the Contract Agreement.

3.3.2. The Parties shall enter into a Contract Agreement, which shall be prepared by Miyahuna, unless they agree otherwise.

3.3.3. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the contractor.

3.3.4. The Contract Agreement shall be signed in two originals. The contractor will receive a mutually signed original copy.

### 3.4 Contract Price

3.4.1. The contract price shall be based on a combination of fixed fees.

3.4.2. The Bidder shall have a bank account in Jordan in which Payments by Miyahuna will be transferred to. In case the bank account is outside Jordan, the Bidder will be charged any additional cost Miyahuna incurs due to the account being outside Jordan including any additional Income tax Miyahuna has to be as a result of transferring payments outside Jordan.

### 3.5 Confidential Details

3.5.1. 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.

### 3.6 Use of RFP, Contract, Documents and Other Information

3.6.1. 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 so far as may be necessary for purposes of such performance.

3.6.2. 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.

3.6.3. 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.

### **3.7 Adjustments**

3.7.1. 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.

3.7.2. Cost for raise and fall in the cost of labor, plant, materials, goods, consumables and other input to the works are deemed to be included in the bidder financial offer.

### **3.8 Time for Completion**

3.8.1. The Contractor shall complete the whole of the works and maintain the services within the time for completion for each phase as provided in section 4

3.8.2. If the Contractor fails to perform the Services within the period(s) specified in the Contract, Miyahuna shall, without prejudice to its other remedies under the Contract, deduct from the Accepted Contract Amount, as liquidated damages, a sum equivalent to the percentage one-half (0.5) percent of the delivered price of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage not exceed Fifteen (15%) percent of the Accepted Contract Amount. Once the maximum is reached, Miyahuna may consider termination of the Contract.

### **3.9 Performance Security**

3.9.1. The contractor shall obtain (at his cost) an un-conditional Performance Security for proper performance, issued by a Bank located in Jordan in an amount of equal to 10% of the Accepted Contract Amount valid and enforceable until the contractor has executed and completed the Works as per section 4 and remedied any defects.

3.9.2. The performance security shall be issued by a bank located in Jordan or by a foreign bank through a eligible Bidders bank located in Jordan and acceptable to Miyahuna.

3.9.3. The contractor shall deliver the Performance Security to Miyahuna in the same day of signing the Contract Agreement as stated in section 2.

### **3.10 Winning Bidder (Contractor) Responsibilities**

- 3.10.1. The contractor shall comply with all requirements as stated in this RFP
- 3.10.2. The contractor shall be responsible of transport the materials, resources..etc provided by Miyahuna and shall ensure its validity for use; the contractor shall incur all liabilities in case of the materials are not valid for use.
- 3.10.3. If applies, The contractor shall acquire in its name all permits, approvals and/or licenses from all local, or national government authorities or public service undertakings in the country of Jordan 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.
- 3.10.4. 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.
- 3.10.5. The contractor shall submit to Miyahuna for their approval all work deliverables, documents, software, test scripts...etc. required by Miyahuna for any materials he commit to supply or intend to use in the Contract Works.
- 3.10.6. 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.
- 3.10.7. 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.
- 3.10.8. Miyahuna has the full right to stop Works in case of any violation, poor performance, misbehavior, delays 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.
- 3.10.9. 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.
- 3.10.10. 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.

3.10.11. The contractor shall take full responsibility for the care of the works and goods till Final Acceptance certificate is issued by Miyahuna.

### **3.11 Subcontractor**

3.11.1. The contractor shall not subcontract the whole of the Works. And any nominated subcontractor for specific parts of the Works is subject to a prior approval from Miyahuna.

3.11.2. No such approval will be construed as making Miyahuna a part of, or to, such subcontract, or subjecting Miyahuna to liability of any kind to any subcontractor.

3.11.3. The contractor shall be responsible for the acts or defaults of any subcontractor, his agents or employees, as if they were the acts or defaults of the contractor.

3.11.4. No subcontract shall, under any circumstances, relieve eligible/winning bidder(s) of its liability and obligation under this RFP and/or Contract; and dispute any such subcontracting, Miyahuna shall deal through eligible/winning bidder(s), and subcontractors will be dealt with as representatives of eligible/winning bidder(s).

### **3.12 Testing & Training**

3.12.1. The contractor shall at its own expense carry out on the site all such tests and/or inspections as are required in this RFP and up to the acceptance of Miyahuna.

3.12.2. The contractor shall at its own expense carry out on site all training services necessary for Miyahuna's Key and End user to be able to use the implemented system effectively and according to Miyahuna's business processes.

### **3.13 Contractor's Personnel**

3.13.1. The contractor shall provide all required professional, certified and well experienced resources to successfully implement the project.

### **3.14 Change Orders**

3.14.1. Miyahuna may at any time, by a written order given to the Contractor make changes within the general scope of the Contract.

3.14.2. 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 Accepted Contract Amount 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.

### **3.15 Termination for Default**

- 3.15.1. 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 any other obligation(s) under the Contract.
  - b. if the Contractor, in the judgment of Miyahuna, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.15.2. “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.
- 3.15.3. “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.
- 3.15.4. In the event Miyahuna terminates the Contract in whole or in part, pursuant to item 3.15.1 above, Miyahuna may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to Miyahuna for any excess costs for such similar Goods or Services. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

### **3.16 Force Majeure**

- 3.16.1. 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.
- 3.16.2. 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 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.
- 3.16.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
- 3.16.4. 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.
- 3.16.5. 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.

### **3.17 Guarantees and Insurance**

3.17.1. 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 200,000 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%.
- g. Other Insurances: Such other insurances as may be specifically agreed upon the parties.

3.17.2. The required insurances shall be as per the applicable laws.

### **3.18 Termination for Bankruptcy**

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

### **3.19 Termination**

Miyahuna, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience and pursuant to exist plan specified in the RFP. The notice of termination shall specify that termination is for Miyahuna's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

### **3.20 Risk**

3.20.1. 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, willful 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, willful act or breach of the Contract by Miyahuna.

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

### **3.21 Dispute Resolution**

3.21.1. 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.

3.21.2. 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.

3.21.3. Unless the Contract has been already abandoned, repudiated or terminated, the Contractor shall continue to proceed with the works in accordance with the Contract Conditions

### **3.22 Proposals (Bids) Disposal**

3.22.1. Technical proposals become the property of the Miyahuna and shall not be returned to the Bidder. Only unopened financial proposals will be returned to bidders.

3.22.2. Miyahuna reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP.

1. To reject any proposals if, in Miyahuna's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, eligible bidder/bidder(s) does not meet the qualifications set forth in the RFP, or it is otherwise in the Miyahuna's best interest to do so
2. To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of one or more Eligible bidder/bidder(s) for negotiation and to cancel this RFP with or without issuing another RFP
3. To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in Miyahuna's best interest to do so



4. To reject the proposal of any Eligible bidder/bidder(s) that, in the Miyahuna's sole judgment, has been delinquent or unfaithful in the performance of any contract with Miyahuna or with others, is financially or technically incapable or is otherwise not a responsible Eligible bidder/bidder(s)
5. To reject as information, non-responsive or otherwise noncompliant with the requirements of this RFP and any Proposal which, in Miyahuna's judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to Miyahuna, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for in this RFP.
6. To waive any informality, defect, non-responsive and/or deviation from RFP and its requirements that is not, in the Miyahuna's sole judgment, material to the proposal
7. To permit or reject at Miyahuna's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of eligible bidder/bidder(s) following proposal submission
8. To request that some or all of eligible bidder/bidder(s) modify proposals based upon Miyahuna's review and evaluation
9. To request additional or clarifying information or more detailed information from any Eligible bidder/bidder(s) at any time ; before or after proposal submission, including information inadvertently omitted by eligible bidder/bidder(s)
10. To inspect and otherwise investigate projects performed by the eligible bidder/bidder(s), whether or not referenced in the proposal, with or without the consent of or notice to the Eligible bidder/bidder(s)
11. To conduct such investigation with respect to the financial, technical, and other qualifications of each eligible bidder/bidder(s) and Miyahuna, in its sole discretion, deems necessary or appropriate
12. To waive and/or amend any of the factors identified in this RFP.
13. To reject Eligible bidder/bidder(s) who engage in collusion, conflict of interest or any other factor that may negatively impact Miyahuna best interest or does not conform with this RFP

### **3.23 Release of Claims**

- 3.23.1. Eligible Bidder(s) agrees that it will not bring claims or have cause of action against Miyahuna based on any misunderstanding concerning the information provided herein or concerning Miyahuna's or Miyahuna employee's failure, negligence, or otherwise, to provide the Bidder with pertinent information as intended by this RFP.

- 3.23.2. Eligible/Winning bidder(s) agrees to defend, indemnify and hold harmless Miyahuna, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from any negligent act or omission of the eligible/winning bidder(s), its employees, its agents or employees of subcontractors, in the performance of the work or services provided by or through this RFP and future contract or by reason of the failure of the eligible/winning bidder to fully perform, in any respect, any of its obligations under this RFP and its contract.
- 3.23.3. The Eligible bidder(s) also agrees and acknowledges that Miyahuna's determinations shall all be final and there are no appeals to any other authority of any nature or type

### **3.24 Novation**

- 3.24.1. Eligible/winning bidder(s) shall not assign or transfer, whether by as Assignment of Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this RFP and/or Contract without the written consent of Miyahuna, provide, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of Miyahuna.
- 3.24.2. Assignment or Novation of this contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of eligible/winning bidder(s)'s rights or benefits under the RFP and/or Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this RFP and/or Contract in favor of all persons, firms, or corporations rendering such labor or services of supplying such materials, tools and equipment.

## **Section 4 - Project Scope of Work and Key Requirements**

### **4.1. ERP Status in Water Company Miyahuna**

In 2022 Miyahuna implemented Oracle E-Business Phase 1 project which included the implementation of the following modules:

- Oracle Financials
- Oracle Order Management
- Oracle Human Resources
- Oracle Payroll
- Oracle Purchasing
- Oracle Inventory Management

### **4.2. Project Nature**

In general, the ERP project is a crucial project to Miyahuna where the key objective of the project is to transform, digitize and automate Miyahuna business process and related components in full. In Phase 2 of the project objectives are set to include but not limited to the followings

- 4.2.1 Using standard Oracle Methodology with end-to-end fulfillment of the Miyahuna's needs in terms of IT infrastructure, software licenses, support, training, project management, implementation to automate and integrate business cycles and flows, interfacing with vertical systems, change management, etc. which can fit all the Miyahuna's needs under minimum level of system development and/or customization.
- 4.2.2 Fully automate Miyahuna business processes in a digitized end-to-end manner.
- 4.2.3 Utilize Oracle EBS to be the single-window for accessing all information and systems
- 4.2.4 Allow all users to use business intelligence to create ad-hoc and interactive reports
- 4.2.5 Achieve Miyahuna projects and business objectives
- 4.2.6 Train users both in IT, Key users, and end users
- 4.2.7 Have Fully secure, operational, and functional Oracle EBS in both Arabic and English languages
- 4.2.8 Provide a comprehensive maintenance and support services and service level agreements
- 4.2.9 Engage professional and well experienced resources in implementing the project
- 4.2.10 Provide comprehensive and detailed solution documentation including but not limited to user documentation, system maintenance and configuration, system architecture...etc
- 4.2.11 Any other related service, work component or software required to fully comply with this RFP,
- 4.2.12 Included Any required changes on the Phase 1 implemented modules to achieve project scope.
- 4.2.13 Improve internal and external customer satisfaction
- 4.2.14 Improve maintenance and asset management.
- 4.2.15 Improve processes performance and efficiency

### 4.3. Existing Licenses Used by Miyahuna

In Phase 1, all licenses have been purchased under the Ministry of Water & Irrigation name as listed in this section and Miyahuna officially using the licenses.

Below is the Current Oracle Licenses That Ministry of Water and Irrigation Owns and have been delivered for the Phase 1 Oracle ERP Project.

Product Description	Quantity	CSI #
E-Business Suite Employee User - Employee User Perpetual	550	23281143
E-Business Suite Professional User - Professional User Perpetua	550	23281143
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter Suite - Application User Perpetual	10	23281143
Oracle Hyperion Financial Data Quality Management, Enterprise Edition - Application User Perpetual	10	23281143
Oracle Hyperion Planning Plus - Application User Perpetual	10	23281143
Oracle Payroll - Employee Perpetual	5500	23281143
Oracle Diagnostics Pack – Processor Perpetual	6	23286532
Oracle Internet Developer Suite - Named User Plus Perpetual	5	23286532
Oracle Internet Application Server -Enterprise Edition - Processor Perpetual	6	23286532
Oracle Tuning Pack – Processor Perpetual	6	
Oracle Database Enterprise Edition – Processor Perpetual	6	23286532
Oracle Programmer - Named User Plus Perpetual	5	23286532
Oracle Real Application Clusters – Processor Perpetual	6	23286532

Table 1 - Oracle EBS Current Licenses

Below is the Current Oracle Technology Licenses That Miyahuna Owns for the running systems before the ERP project Phase1 created.

Product Description	Quantity	CSI #	End Date
Oracle8i Standard Edition -Named User	10	548640001	31-Dec-22
Oracle Internet Developer Suite -Named User Perpetual	1	548640001	31-Dec-22
Oracle8i Standard Edition -Named User	20	548640001	31-Dec-22
Oracle Database Standard Edition - Named User Plus Perpetual	50	10551333	31-Dec-22
Oracle Discoverer Desktop Edition - Named User Plus Perpetual	3	10551333	31-Dec-22
Oracle WebLogic Server Enterprise Edition – Processor Perpetual	1	20033322	31-Dec-22
Oracle Database Standard Edition - Named User	120	22279279	31-Dec-22

Table 2 - Miyahuna Existing Technology Licenses

**4.4. Phase 2 Licenses**

- Below is the required Oracle Licenses That the contractor must purchase under the name of Jordan Water Company – Miyahuna for the targeted modules and the needed technology on this proposal, nevertheless the quantities below may change based on Miyahuna’s actual needs.

Phase 2 – Oracle EBS New Licenses

UGBU					Quantity For Primary Data Center	Total
Item #	Group	Part #	Part Description	Metrics		
1	C2M	L106085	Oracle Utilities Customer to Meter Base for Residential Customers	100 Customer Count	9,760	9,760
			Oracle Utilities Customer to Meter Base for Commercial & Industrial customers	100 Customer Count	240	240
2	AMS	L106089	Oracle Utilities Advanced Meter Solution - 100 Utilities Devices Perpetual	100 Utilities Devices	2,000	2,000
3	CSS	L93228	Oracle Utilities Customer Self Service Base for Residential Customers	100 Customer Count	9,760	9,760
			Oracle Utilities Customer Self Service Base for Commercial & Industrial Customers	100 Customer Count	240	240
4	C2M-EBS	L71604	Oracle Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable	Processor	2	2

Table 3 - Oracle EBS Licenses

Phase 2 - Oracle Technology New Licenses

Tech	Item #	Group	Part #	Part Description	Metrics	Quantity			Total
						included	not included		
						Primary Data Center	Disaster Recovery	Non Production	
	5	DBRAC	A90619	Oracle Real Application Clusters - Processor Perpetual	Processor	8	4	0	12
	6	PUB	L88043	Oracle Analytics Publisher for Oracle Applications - Processor Perpetual	Processor	2	2		4

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					included	Quantity			Total
					not included	Primary Data Center	Disaster Recovery	Non Production	
Tech	Item #	Group	Part #	Part Description	Metrics				
	7	WLS	L88010	Oracle WebLogic Suite for Oracle Applications - Processor Perpetual	Processor	6	4	0	10
	8	WLSFUL	L58978	Oracle WebLogic Server Enterprise Edition - Processor Perpetual	Processor	2	2	0	4
	9	DB	A90611	Oracle Database Enterprise Edition - Processor Perpetual	Processor	8	4	0	12
	10	DBDP	A90649	Oracle Diagnostics Pack - Processor Perpetual	Processor	8	4	0	12
	11	DBTP	A90650	Oracle Tuning Pack - Processor Perpetual	Processor	8	4	0	12
	12	SOA	L88118	Oracle SOA Suite for Oracle Middleware for Oracle Applications - Processor Perpetual	Processor	2	2		4
	13	WLS	L88003	Oracle WebLogic Suite for Oracle Applications - Named User Plus Perpetual	Named User Plus	0	0	70	70
	14	DBDP	L10012	Oracle Diagnostic Pack - Named User Plus Perpetual	Named User Plus	0	0	75	75
	15	DBTP	L10013	Oracle Tuning Pack - Named User Plus Perpetual	Named User Plus	0	0	75	75
	16	DB	L10001	Oracle Database Enterprise Edition - Named User Plus Perpetual	Named User Plus	0	0	100	100
	17	PUB	L88033	Oracle Analytics Publisher for Oracle Applications - Named User Plus Perpetual	Named User Plus	0	0	20	20
	18	SOA	L88111	Oracle SOA Suite for Oracle Middleware for Oracle Applications - Named User Plus Perpetual	Named User Plus	0	0	20	20
	19	WLS	L88003	Oracle WebLogic Suite for Oracle Applications - Named User Plus Perpetual	Named User Plus	0	0	20	20

#### **4.5. Eligible Bidder's Responsibilities & Implementation Requirements**

- 4.5.1 Eligible/winning bidder(s) and his employees shall exercise due diligence and care to ensure all work performed under the contract is accomplished in a safe and conscientious manner.
- 4.5.2 All work shall be in compliance with appropriate international standards, as well as all Miyahuna ordinances and regulations.
- 4.5.3 All equipment and/or tools provided by the eligible/winning bidder(s) shall be in good working condition and shall conform to required safety Standards.
- 4.5.4 Eligible/Winning bidder(s) shall provide all services, equipment and tools necessary to perform the requirements of the contract in a turn-key manner.
- 4.5.5 Eligible bidders shall fully understand Miyahuna environment, business processes in order to propose an agile, flexible and comprehensive solution
- 4.5.6 Eligible/winning bidder shall be held responsible and liable for all damage incurred to Miyahuna facilities based on a review of the circumstances causing the damage.
- 4.5.7 Eligible Bidders must have all human resources, transportation means, tools, equipment, and any other related item(s) and / or component(s) to successfully complete the project as required by the terms of this RFP.
- 4.5.8 Eligible Bidders must have the required technical expertise, certification, management capability, and work-load capacity to perform the work in a timely manner. Should also possess the financial resources and overall technical capabilities to implement such a full integrated ERP solution.
- 4.5.9 Eligible Bidders must propose a self-contained fully functional project team, detail all required elements to ensure the project successful delivery and avoid any dependencies on Miyahuna other than the role for project monitoring, advisement, direction, and review of deliverables.
- 4.5.10 The project final acceptance shall be issued following receiving the acceptance by the beneficiary party(ies): Miyahuna Whereby, Miyahuna reserve the right to reject the project and hold deliverables' payments, retrieve any down payment made to the winning Eligible Bidders, when and if and at any point in time, the solution fails to meet its one or all its objectives or in any other case(s) that holds Miyahuna from achieving the project's objectives
- 4.5.11 The eligible/winning bidder must deliver a turnkey Oracle EBS, Oracle Utilities (MDM\C2M) that fully complies with RFP requirements and Miyahuna's business Objectives.
- 4.5.12 The eligible/winning bidder should provide a high availability ERP system to ensure business continuity and resilience. The Eligible Bidders should propose the Service Level Agreement (SLA) that will achieve the required availability in a separate annex of the technical proposal.

- 4.5.13 The eligible/winning bidder should assume full responsibility on the functionalities provided by the system and that the system implementation was completed with minimum customization.
- 4.5.14 The winning bidder should install the latest stable version of the system at the time of considering ERP system installation at any of the designated environments.
- 4.5.15 The winning Eligible Bidders must certify that any software programs and files that will be used or built are free from all viruses, malware, Trojans and / or any other such programs that are considered harmful to Miyahuna.
- 4.5.16 The winning Eligible Bidders must notify Miyahuna in case of any new release, version, volume, patch, enhancement, or update that may affect system's functionalities, specifically those functionalities that will be customized and deemed severe and with high business validity.
- 4.5.17 The Eligible Bidders must determine in the financial proposal the Reports, Interfaces, Conversions, Extensions / Enhancements, and Workflows (RICEW) dimension and how many of these items are covered by the Eligible Bidders' offer.
- 4.5.18 The Eligible bidder shall provide a comparison between best practices implemented by Oracle EBS and Miyahuna Business Process and advise Miyahuna for any benefits if the out of box process is implemented.
- 4.5.19 Eligible Bidders must map the reports used by Miyahuna for this phase and determine how many customized reports are needed and the price of each customized report (if exceeded the number of free customized reports).
- 4.5.20 Re-design of any available standard report will not be considered development of a new customized report.
- 4.5.21 Data Conversion and Migration will be for Master (Key) Setup Data and Opening Balances. All historical data will be mainly considered for Customers' and employees, Customers data to be migrated shall cover at least the following: (Customers Subscriptions Information's, Contracts Information's, Meters related data, such as delivery point, groups routs. Subscriptions related calls, Subscriptions related work orders, any related data that is necessary for future decision such as replacements, billing data.
- 4.5.22 The Eligible Bidders must consider the mapping exercise of the legacy systems' (electronic or non-electronic) functionalities to the new implemented one (X7 Billing system and Al-Motakamel system at Miyahuna) and use it in the implementation.
- 4.5.23 Eligible Bidders must provide a clear "Testing Plan and Methodology" for the customized functions / items / objects (if any) to guarantee the consistency and integration with the standard business modules.



- 4.5.24 The winning Eligible Bidders must bear the cost of customization of any functionality mentioned within the Functional Requirements Compliance Matrix, which was responded as “No Customization Needed” and later it was discovered that no standard feature can fulfill it.

### **4.6. IT, Key and End User Training by Implementation Partner**

- 4.6.1 The training spectrum must include functional and technical areas as well. Eligible Bidders must propose all types and kinds of functional and technical training aspects.
- 4.6.2 Training shall be conducted in-person and on-site using the implemented business cycle/process
- 4.6.3 IT/Technical Training Shall be conducted at a Certified Oracle Training Center
- 4.6.4 Key and End User training material shall be developed by the winning bidder in Arabic and English and customized according to Miyahuna’s business processes.

### **4.7. Implementation Partner - Project management requirements**

- 4.7.1 Eligible Bidders should specify any need for: BPR conduction, Project Management Office (PMO) establishment and operation, training delivery, Change Management carry out, and any other related aspects.
- 4.7.2 Eligible Bidders must produce a project work plan for the execution period detailing tasks, resources, deliverables, main activities, phases, and timelines needed. The plan should be at application / module level with a detailed scope of work.
- 4.7.3 Eligible Bidders must include a “Project Risk Log” as part of the technical proposal and propose risk controls to mitigate these risks and reduce risk appetite of such type of projects to avoid falling short at certain important milestones and overcome any drawbacks or shortcomings during the implementation life cycle.
- 4.7.4 The winning Eligible Bidders shall coordinate all project activities with Miyahuna project manager(s) and provide a clear change management methodology to deal with changes which might come about because of the project implementation and operation.

### **4.8. Testing and Acceptance Requirements**

- 4.8.1 The winning Eligible Bidders must perform and manage all project testing phases. This should include development of project test plans and scripts that cover all business scenarios, test cases, and exceptional situations.
- 4.8.2 The winning Eligible Bidders must develop and conduct functional system tests and integration tests.
- 4.8.3 The winning Eligible Bidders must submit an acceptance test plan for final acceptance of all deliverables.

- 4.8.4 Miyahuna will issue a provisional completion certificate to the winning Eligible Bidders after all deliverables have passed the needed tests and reviews.
- 4.8.5 The winning Eligible Bidders should assess the current software license(s) at Miyahuna and seek to enhance, upgrade, or utilize it to the maximum limit.

#### **4.9. Miyahuna Role and Responsibilities**

- 4.9.1 Miyahuna shall provide the Eligible Bidders with business processes flowcharts, narrative and whatever is available at the time of the award.
- 4.9.2 Miyahuna will collaborate with the Implementation Partner at its best to ensure successful implementation.
- 4.9.3 Miyahuna retain the right to develop an acceptance testing, delivery and handover plans which will be provided to the winning Eligible Bidders to abide by.
- 4.9.4 Miyahuna retain the right to appoint an independent third party of its choice to verify, supervise, and attest the implementation progress to ensure project full success.
- 4.9.5 Shall assist eligible/winning bidder(s) by placing at his disposal all available information pertinent to the Project.
- 4.9.6 Miyahuna will assist in facilitating access to eligible/winning bidder(s) to enter upon its properties as required for eligible/winning bidder(s) to perform services under this Agreement.
- 4.9.7 Give prompt written notice to eligible/winning bidder(s) whenever Miyahuna observes or otherwise becomes aware of any development that affects the scope or timing of Eligible bidder(s)'s services.

#### **4.10. Period of Performance and Timeline**

The project implementation period is set to a maximum of 12 months from the date of officially starting the project and conducting project Kick-off presentation. If the Implementation Partner believes that the period can be shorten or need to be extended, they shall clearly mention the statement in their technical proposal and provide rationale.

#### **4.11. Implementation Methodology**

The proposed Methodology shall be based on the following three principles and draw heavily from Oracle's Unified Methodology (OUM) and industry best practices for Incremental and Iterative software development processes:

- Iterative and Incremental – An Iteration is a set of activities conducted that result in the release of an increment which is a subset of requirements which are self-contained and deliver defined functionality.

- User Centric - Rapid development techniques such as workshops and demos are employed; and user involvement is encouraged early in the process and throughout the project.
- Risk-Focused - Contents of an iterations is defined by identifying project risks and addressing the highest priority risks in the early iterations.

The Project should be implemented in the four Phases of Inception, Elaboration, Construction, Transition and Production. The completion of each phase is defined by a Milestone.

#### 4.12. Description Of Services

The Eligible Bidders are required to address the following business functions at a minimum, and suggest a logical sequence of implementation, and Shall represent a full and clear implementation plane over stages that include the group of functions under different packages as summarized below.

Package	Package Name	Functions as stated in the Functionality Requirements Compliance Matrix (FRCM Annex 1) (sheet name)
1	Customers	Customer services Large customers Illegal use Billing Collection Amiri money Water connections Wastewater services Cash desk Technical support-customers Call Center
2	Asset management and budgeting	Asset Maintenance Meters workshop Enterprise Planning and Budgeting* Enterprise asset management * Project information management
3	Advanced HR, Advanced Procurement, and Projects	Time attendance * Talent acquisition and retention * Employee's appraisal * i-HR1 * e-Learning and employees training management * Succession and replacement planning * Advanced procurement functions * Projects suite *
4	Water utility management	NRW (Non-Revenue Water) Technical services Meter Data Management *

Package	Package Name	Functions as stated in the Functionality Requirements Compliance Matrix (FRCM Annex 1) (sheet name)
		Labs & water Quality Management

- In addition to the above it required to Implement a Business Intelligence including KPIs and data Analysis, the Eligible Bidders should also propose the technological tools associated in implementing such type of projects that should aid and support in the operations, Customers services and finances an efficient and effective manner.
- Additionally, data migration and conversion should be accounted for to ensure acquisition/capturing of the available data processed, kept, and maintained in old IT systems or hard copy media.
- The functions mentioned in the functionality matrix should be treated as minimum, if the bidder could not estimate size of work needed, they can request a meeting with the business owners if needed before submitting his offer to fully understand the business requirements by sending an official request through the Procurement department. All above and attached business requirements is for pricing purpose only, the winning bidder shall revisit and gather requirements from the business owners.

#### 4.13. Key Deliverables

For each package, these are the list of key deliverables. Eligible Bidders must propose the timeline for the implementation of the Project per package and any additional deliverables they will generate or required by the project. The list is indicative and shall be elaborated by eligible bidders.

This table includes the implementation for services stages, the delivery and installation of licenses stage must be clarified on the project plane, all licenses detailed in the proposal and any existed related alteration that mentioned in the contract should be purchased under the name of Jordan water company – Miyahuna and CSI numbers will deliver and proofed by Oracle welcome letter.

Stages		Deliverables
1	Project Initiation and Kickoff Meeting	Project Charter / Project Initiation Document: Detailed inception report and project charter detailing projects tasks, deliverables, resources allocation, phases planning, activities sequencing, work breakdown structure (WBS) for resources (including the training plan as well as detailing all requirements and arrangements to be prepared by Miyahuna), change management plan, and project risk log. Mobilize the team and conduct the kick-off meeting presentation.
2	Analysis and Design (Business Blueprints)	System Requirements and Specifications Document: System requirements, specifications, and design documents which shall cover all modules of the ERP based on the users’ requirements and SOPs as well as detailing data migration specifications and plans.
3	Training and Capacity Building plan	Training Material and Sessions: Delivery of training material and conducting training sessions based on the RFP requirements and the training plans which were submitted in the project charter. The training should be conducted through the non-production environments of the ERP. Conduction

Stages		Deliverables
4	System Implementation and Installation on the production environment	Delivery of ERP System Environments / Instances: System set up document describing the implemented business cycles, set up of the access control list (Security Profiles) based on SOPs, and analysis and design documents (business blueprints) including all required RICEW for a successful ERP System Go-Live / Production Launch.
5	Data Migration and Conversion (Master Setup Data, Opening Balances, and Historical Data)	Configured ERP System with Migrated and Converted Data: Data migration and conversion related to the master data files, opening balances, as well as the historical transactions (for customers and employees) to be performed and loaded to the production ERP as detailed in the RFP and in accordance with the plan proposed in the project charter. System generated reports confirming the completeness and accuracy of data migrated to the ERP system that is approved by Miyahuna
6	System Final Testing, Go-Live Readiness Health-Check, and Cut-over Plan	Final Test Scripts, Go-Live Check List, and Cut-over Plan: a. Final testing scripts document based on the business case scenarios testing requirements that are detailed in the testing scripts prior to Go-Live, describes the business cycles validation and verification, business rules and workflows, as well as testing of reports design and content, b. Go-live check list document verifies that the implementer conducted user acceptance test for the ERP modules, and checked system readiness for launch, c. Cut-over plan document explains how to kill and deteriorate old legacy system and as needed integrate the ERP system with third party vertical systems
7	ERP Go Live and three months support	A Workable, Functional, and Live ERP System: ERP system implementation completion letter from and Miyahuna confirming that the business users operate the system and generate business reports, and that the ERP system provides the closed accounting period reports specially the financial statements, and their final acceptance of the ERP system. The implementer has to obtain from Miyahuna final completion letter after all deliverables have passed the needed tests and reviews (The go-live phase will entail passing successfully through the simulation cycle, conference room pilot runs, parallel operation, due diligence of assuring that this system automates, computerizes, and integrates most of the business processes and procedures).

#### **4.14. Post-Implementation Warranty Term**

4.14.1 The Term Post-Implementation Warranty shall refer to the cost-free warranty period that starts one-day after the issuance of the Final Acceptance Certificate by Miyahuna.

4.14.2 The term cost-free shall refer to replacing any component of the proposed solution in case of defect or malfunction or any unforeseen reason. The winning bidder shall bare all cost(s) associated with the replacement of the defected component.

- 4.14.3 The warranty period shall be at Zero-Cost to Miyahuna. No additions or mark-ups shall be applied to any component(s) of solution to cover such expense.
- 4.14.4 If and at any point in time, Miyahuna realizes that price addition or mark-ups have been applied to cover the warranty fees, Miyahuna reserves the right to reject the solution and request the refund of all payments made to the winning bidder in addition to any other fees that Miyahuna see of relevance.
- 4.14.5 The term for the Post-Implementation Warranty shall be for 6 months starting from one-day after issuing the Final Acceptance Certificate by Miyahuna.
- 4.14.6 Without limitations, the eligible and/or winning Bidder(s) warrants that it shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for the development of custom-made Software, including a written agreement with employees that all custom-made Software created under the Contract fall within the scope of their employment duties, and that all Intellectual Property Rights in such custom-made Software are fully transferable to Miyahuna.
- 4.14.7 All hardware, software and solution components proposed to be provided by the bidders shall be of the latest available from the manufacturer.
- 4.14.8 Bidder shall include a detailed Maintenance and Support plan in its bid (as part of the Project Plan).The bidder shall provide technical support Services for all solution components during the warranty period including but not limited the following:
  - a. Support availability (at least 5 days a week, from Sunday to Thu)
  - b. Support response times (less than 3 hours), according to the following sample table:

Priority Description	Response Time
Critical (core system component failure)	Max. 3 hours
Operational Fault (errors causing malfunction of non-critical functions)	1 working day
Minor impact (options do not function exactly as stated or could be obviously improved)	No later than the next system update

- c. Telephone hot-line support in English and Arabic for the Coverage Period with a 24-hour maximum response time.
- d. The Bidder shall provide the following information:
  - 1. Problem reporting, escalation, and resolution procedures
  - 2. Describe the support organization, including the number of staff and representative CVs of maintenance staff and especially those who will be working on this project.

3. How fixes and/or upgrades and changes will be introduced into the Miyahuna environment (e.g. testing, migration among environments, approvals)
  4. Development of procedures for automatic upgrades and verification
  5. Service Level Agreement (SLA).
- e. The Maintenance and support services will start after the expiry date of warranty.
- f. The winning bidder shall install current software patches and service packs for all software applications and maintain them during system lifetime.

#### 4.15. Project Key Milestones

The winning bidder shall carefully and fully comply with the following key milestones and clearly link it to its proposed methodology:

No	Milestone Description	Duration	Entry Criteria	Exit Criteria
1	Contract Signature	As per the RFP Terms	Letter of Award to winning bidder	Contract dually signed
2	Information gathering and detailed process discovery and gap/analysis	2 Weeks	Contract Signature	Gap/Analysis report
3	Build detailed Solution Design, Project Plan and Methodology	No more than 1 month from approving the Gap/Analysis Report	Information gathering and detailed site survey	Approved Solution Final Design, Project Plan and Methodology
4	Management Presentation	1 Day	Approved Solution Design and Project Plan	Approval of Senior Management
5	Notice To Proceed	1 week	Approved Design and Project Management	Miyahuna to issue Notice to Proceed
6	Project Implementation	To be agreed upon	Site Transfer Certificate	To be agreed upon
8	Training	To be agreed upon	Approved Solution Design and Project Plan	Training Approval and Closure by Miyahuna
9	Provisional Acceptance	To be agreed upon	Completion of all project activities and delivery, installation and operation of the solution	<ul style="list-style-type: none"> <li>• UAT Acceptance</li> <li>• Provisional approval certificate issued by Miyahuna</li> </ul>

## Oracle Apps Implementation Phase 2 RFP



No	Milestone Description	Duration	Entry Criteria	Exit Criteria
10	Project Closure	2 Months after Provisional Acceptance	Provisional Acceptance certificate issued by Miyahuna	Project Sign-off Document
11	Periodic Weekly Progress Meetings	Every week	Each Tuesday of every week @ 1:00PM	Meeting Minutes and Project Progress Report



**4.16. Minimum Technical/Functional Requirements Matrix**

Eligible bidder shall use the following matrices and fill in their responses according to every category.

**4.16.1 General Compliance Minimum Requirements**

- 4.16.1.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.1.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.1.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.1.4 Responses have to be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	We have read this RFP and we hereby agree and confirm with all the terms, conditions and project scope of the This RFP	
2	We fully understand that the project will be managed and awarded in a turnkey manner as described in the RFP and therefore, Miyahuna will not be responsible for any missing item, cost element, equipment...etc and it will be the complete and full responsibility of the bidder to equip himself with information, knowledge, tools and resources to successfully deliver the project.	
3	We confirm that the prices provided in our commercial proposal are comprehensive, conform with the RFP requirement	
4	We have structured our technical and commercial proposals based on the RFP requirements	
5	We have included in our technical and commercial proposals all tools, processes and resources required to successfully complete the project on time, quality and as requested by the RFP.	
6	We conform that any missing item will be assumed at zero cost and MIYAHUNA can't be held liable for any reimbursement or payment to be made.	
7	We have no hidden or un-declared cost items	
8	We confirm that we have read and fully understood the USAID Procurement laws and regulations and shall comply with in full, specifically code 937	
9	We confirm that the proposal has been prepared internally without the assistance of any external party or any previously or currently associated vendor(s) with MIYAHUNA.	
10	We confirm that our company is an independent company that is not or nor has been associated directly or indirectly with any existing or previous vendor(s) who has or in a legal, business, commercial or contractual dispute with MIYAHUNA	

No	Requirements	Response
11	We confirm that we have read and fully understood the USAID Procurement laws and regulations and shall comply with in full.	
12	We confirm that we will submit the proposal according to this RFP format and outline.	
13	We confirm and agree that our company will sign the contract directly with MIYAHUNA without any third-party or middleman	
14	We have structured our technical and commercial proposals based on the RFP requirements	
15	Using standard Oracle Methodology with end-to-end fulfillment of the customer's needs in terms of IT infrastructure, software licenses, support, training, project management, implementation to automate and integrate business cycles and flows, interfacing with vertical systems, change management, etc. which can fit all the customer's needs under minimum level of system development and/or customization.	
16	Fully automate Miyahuna business processes in a digitized end-to-end manner.	
17	Utilize Oracle EBS to be the single-window for accessing all information and systems	
18	Allow all users to use business intelligence to create ad-hoc and interactive reports	
19	Achieve Miyahuna project's and business objectives	
20	Train users both in IT, Key users, and end users	
21	Have Fully secure, operational, and functional Oracle EBS, Oracle C2M and MDM in both Arabic and English languages	
22	Provide a comprehensive maintenance and support services and service level agreements	
23	Engage professional and well experienced resources in implementing the project	
24	Provide comprehensive and detailed solution documentation including but not limited to user documentation, system maintenance and configuration, system architecture...etc	
25	Any other related service, work component or software required to fully comply with this RFP	
26	Improve internal and external customer satisfaction	
27	Improve processes performance and efficiency	
28	Commit to deliver successful implementation as defined in this RFP	

**4.16.2 Implementation Partner Responsibilities – Minimum Requirements**

- 4.16.2.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.2.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc.)
- 4.16.2.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.2.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Eligible/winning bidder(s) and his employees shall exercise due diligence and care to ensure all work performed under the contract is accomplished in a safe and conscientious manner.	
2	All work shall follow appropriate international standards, as well as all Miyahuna ordinances and regulations.	
3	All equipment and/or tools provided by the eligible/winning bidder(s) shall be in good working condition and shall conform to required safety Standards.	
4	Eligible/Winning bidder(s) shall provide all services, equipment, and tools necessary to perform the requirements of the contract in a turn-key manner.	
5	Eligible bidders shall fully understand Miyahuna environment, business processes to propose an agile, flexible and comprehensive solution	
6	Eligible/winning bidder shall be held responsible and liable for all damage incurred to Miyahuna facilities based on a review of the circumstances causing the damage.	
7	Eligible Bidders must have all human resources, transportation means, tools, equipment, and any other related item(s) and / or component(s) to successfully complete the project as required by the terms of this RFP.	
8	Eligible Bidders must have the required technical expertise, certification, management capability, and work-load capacity to perform the work in a timely manner. Should also possess the financial resources and overall technical capabilities to implement such a full integrated ERP solution.	
9	Eligible Bidders must propose a self-contained fully functional project team, detail all required elements to ensure the project successful delivery and avoid any dependencies on Miyahuna other than the role for project monitoring, advisement, direction, and review of deliverables.	
10	The project final acceptance shall be issued following receiving the acceptance by the beneficiary party(ies): Miyahuna Whereby, Miyahuna reserve the right to reject the project and hold deliverables’ payments, retrieve any down payment made to the winning Eligible Bidders, when and if and at any point in time, the solution fails to meet its one or all its objectives or in any other case(s) that holds Miyahuna from achieving the project’s objectives	

No	Requirements	Response
11	The eligible/winning bidder must deliver a turnkey Oracle EBS, Oracle Utilities (MDM\C2M) that fully complies with RFP requirements and Miyahuna's business Objectives.	
12	The eligible/winning bidder should provide a high availability ERP system to ensure business continuity and resilience. The Eligible Bidders should propose the Service Level Agreement (SLA) that will achieve the required availability in a separate annex of the technical proposal.	
13	The eligible/winning bidder should assume full responsibility on the functionalities provided by the system and that the system implementation was completed with minimum customization.	
14	The winning bidder should install the latest stable version of the system at the time of considering ERP system installation at any of the designated environments.	
15	The winning Eligible Bidders must certify that any software programs and files that will be used or built are free from all viruses, malware, Trojans and / or any other such programs that are considered harmful to Miyahuna.	
16	The winning Eligible Bidders must notify Miyahuna in case of any new release, version, volume, patch, enhancement, or update that may affect system's functionalities, specifically those functionalities that will be customized and deemed severe and with high business validity.	
17	The Eligible Bidders must determine in the financial proposal the Reports, Interfaces, Conversions, Extensions / Enhancements, and Workflows (RICEW) dimension and how many of these items are covered by the Eligible Bidders' offer.	
18	The Eligible bidder shall provide a comparison between best practices implemented by Oracle EBS and Miyahuna Business Process and advise Miyahuna for any benefits if the out of box process is implemented.	
19	Eligible Bidders must map the reports used by Miyahuna for this phase and determine how many customized reports are needed and the price of each customized report (if exceeded the number of free customized reports).	
20	Re-design of any available standard report will not be considered development of a new customized report.	
21	Data Conversion and Migration will be for Master (Key) Setup Data and Opening Balances. All historical data will be mainly considered for Customers' and employees.	
22	The Eligible Bidders must consider the mapping exercise of the legacy systems' (electronic or non-electronic) functionalities to the new implemented one (X7 Billing system and Al-Motakamel system at Miyahuna) and use it in the implementation.	

No	Requirements	Response
23	Eligible Bidders must provide a clear “Testing Plan and Methodology” for the customized functions / items / objects (if any) to guarantee the consistency and integration with the standard business modules.	
24	The winning Eligible Bidders must bear the cost of customization of any functionality mentioned within the Functional Requirements Compliance Matrix, which was responded as “No Customization Needed” and later it was discovered that no standard feature can fulfill it.	

**4.16.3 IT, Key and End User Training by Implementation Partner – Minimum Requirements**

- 4.16.3.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.3.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.3.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.3.4 Responses have to be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	The training spectrum must include functional and technical areas as well. Eligible Bidders must propose all types and kinds of functional and technical training aspects.	
2	Training shall be conducted in-person and on-site using the implemented business cycle/process	
3	IT/Technical Training Shall be conducted bat a Certified Oracle Training Center	
4	Key and End User training material shall be developed by the winning bidder in Arabic and English and customized according to Miyahuna’s business processes.	

**4.16.4 Implementation Partner - Project management requirements – Minimum Requirements**

- 4.16.4.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.4.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.4.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.4.4 Responses have to be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Eligible Bidders should specify any need for: BPR conduction, Project Management Office (PMO) establishment and operation, training delivery, Change Management carry out, and any other related aspects.	
2	Eligible Bidders must produce a project work plan for the execution period detailing tasks, resources, deliverables, main activities, phases, and timelines needed. The plan should be at application / module level with a detailed scope of work.	
3	Eligible Bidders must include a “Project Risk Log” as part of the technical proposal and propose risk controls to mitigate these risks and reduce risk appetite of such type of projects to avoid falling short at certain important milestones and overcome any drawbacks or shortcomings during the implementation life cycle.	
4	The winning Eligible Bidders shall coordinate all project activities with Miyahuna project manager(s) and provide a clear change management methodology to deal with changes which might come about because of the project implementation and operation	
5	Follow an international project management methodology/Approach. Preferably: PMI	
6	Monitor Project progress and prepare reports	
7	Continuously update the project plan, monitor deliverables	
8	Maintain a well-organized repository of all project deliverables and components	
9	Advise project steering committee of any risks, change order and/or scope changes	
10	Coordinate with Miyahuna Project Manager for various activities	
11	Supervise UAT and Final Acceptance Testing	
12	Ensure that project objectives are met	
13	Perform project closure activities	

#### **4.16.5 Testing and Acceptance Requirements – Minimum Requirements**

- 4.16.5.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.5.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.5.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.5.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	The winning Eligible Bidders must perform and manage all project testing phases. This should include development of project test plans and scripts that cover all business scenarios, test cases, and exceptional situations.	
2	The winning Eligible Bidders must develop and conduct functional system tests and integration tests.	
3	The winning Eligible Bidders must submit an acceptance test plan for final acceptance of all deliverables.	
4	Miyahuna will issue a provisional completion certificate to the winning Eligible Bidders after all deliverables have passed the needed tests and reviews.	
5	The winning Eligible Bidders should assess the current software license(s) at Miyahuna and seek to enhance, upgrade, or utilize it to the maximum limit.	

**4.16.6 Assessment & Scoping – Minimum Requirements**

- 4.16.6.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.6.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.6.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.6.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Introduce project teams	
2	The winning bidder shall meet with Miyahuna users and Miyahuna-Project team and agree on project monitoring and reporting requirements and other project aspects	
3	Winning bidder to collect all needed information, gathering requirements for solution scoping and design	
4	Winning bidder to do a fully discovery and understanding of Miyahuna business processes and provide a gap/analysis report.	
5	Winning bidder to Prepare multiple solution models and discuss with Miyahuna project team	
6	Winning bidder to Prepare a detailed project plan	
7	Winning bidder to Finalize project scope	
8	Winning bidder to Present solution to Miyahuna steering committee and management for approval	

No	Requirements	Response
9	Prepare a solution analysis model highlighting benefits, savings and risk The Hardware configuration must support the following environments separately:	
10	Production and Backup (at live site)	
11	Development/ testing/ User Acceptance Test (UAT)	

#### 4.16.7 Implementation Methodology & Plan – Minimum Requirements

- 4.16.7.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.7.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.7.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.7.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Definition of project implementation tasks i. Major deliverables and milestones ii. Acceptance Process and criteria iii. List of critical project activities	
2	A detailed integrated project schedule covering Installation, Interfaces, Acceptance, Training and delivery of other Services, and including a graphical representation of task duration and interdependencies (e.g., a GANTT or PERT chart)	
3	Project Plan should cover recommended deadlines for delivery of complete solution by the Eligible/winning bidder	
4	Provide Weekly status report template	
5	Resume of each involved team member highlighting technical/business expertise	
6	A recommended organization structure of Eligible/winning bidder and Miyahuna project implementation and operational support teams, including identification of specific staff resources, timings and their estimated workloads and responsibilities during the project and during post go-live phase	
7	Elaboration of a detailed Training Program for Technical staff who will be involved in day-to-day application management outlining number of training sessions, course contents and minimum qualifications for participants of each training course including the language in which the training program will be conducted.	
8	All Technology documentation & deliverables should be in English. Other deliverables and User Manuals shall be in English and Arabic	



No	Requirements	Response
9	Elaboration of a detailed acceptance test plan, including identification of the systems to be tested, specific tests and processes to be performed, standard test scripts for each module proposed, regression testing, performance testing, penetration tests and the respective testing schedules.	
10	Procedures for documenting and specification review and approval and for change order management including suggested format for status and progress reporting	
11	Identification and scheduling of the specific resources and facilities that Miyahuna is required to provide and approximate timings / stages in the implementation plan	
12		

**4.16.8 Solution Design – Minimum Requirements**

- 4.16.8.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.8.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.8.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.8.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Create final solution design with cost/benefits model	
2	Develop and deliver high-level and detailed solution design documents	
3	Jointly with Miyahuna team, Winning bidder to create UAT Test Scenarios	

**4.16.9 Implementation Services & Security – Minimum Requirements**

- 4.16.9.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.9.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.9.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.9.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Installation of application in the testing, production, and DR servers	

No	Requirements	Response
2	Conducting a detailed requirement analysis and preparing functional & design specifications	
3	Configuring the application with Miyahuna 's processes, business & functional parameters	
4	Customizing the application to Miyahuna business requirements and processes	
5	Provide support during User Acceptance Testing (UAT), load / stress / performance / penetration testing & security audit	
6	Upload the System(s) with opening balance, migrate needed Historical data (Customers and employees) to new system(s)	
7	Cut-over planning & execution	

**4.16.10 Maintenance and Disaster Recovery – Minimum Requirements**

- 4.16.10.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.10.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc.)
- 4.16.10.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.10.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Specify Maintenance and Support model	
2	Provide Service Level Agreements	
3	Design and configure the solution to be high-available	
4	Comply to Post-Implementation Warranty Requirements and Terms	

**4.16.11 Quality Assurance – Minimum Requirements**

- 4.16.11.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.11.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.11.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.11.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Prepare Quality Assurance Plan	
2	Prepare QA Testing scenarios, cases, and scripts	
3	Perform QA testing	

**4.16.12 Documentation – Minimum Requirements**

- 4.16.12.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.12.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.12.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.12.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Customized User Training Kit in Arabic and English	
2	Requirements Analysis document	
3	Functional parameterization and configuration document	
4	Design/Architecture Document	
5	Database Design Document	
6	Solution Installation and Deployment Document	
7	System Configuration and Parameter Document	
8	System Maintenance Document	
9	Data Maintenance Document and Archival Policy Document	
10	Test Cases – Unit testing / System and cross-module (end-to-end) Testing/Functional Testing	
11	Test Strategy Document	
12	Customized User Manuals in Arabic and English	
13	Code Documentation	

**4.16.13 Change Management – Minimum Requirements**

- 4.16.13.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.13.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)

- 4.16.13.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.13.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Eligible/Winning bidder shall provide a comprehensive overview of their change management process and how it is customized to meet the project scope and objectives	

**4.16.14 Other Services – Minimum Requirements**

- 4.16.14.1 Eligible Bidders shall provide their responses under the column labelled as Response.
- 4.16.14.2 Eligible bidders need to fill in their responses by using “Confirm and Agree” or “No” in the right column to indicate your response (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc)
- 4.16.14.3 Failure to comply with the response code shall be considered as an invalid response and may result in bid disqualification
- 4.16.14.4 Responses must be included in the technical proposal of the Eligible bidder

No	Requirements	Response
1	Any other service(s), work component that is important for full compliance with this RFP and to fully achieve project objectives	
2	Any other service(s) that will result from the QA assessment and/or as directed/requested by Miyahuna	

**4.16.15 Implementation and Customization of Business Processes – Minimum Requirements**

The following are response codes to be used in responding to each requirement. Bidders must describe how the requirement is met in each case, with references to support documents, relevant proposal sections as appropriate.

Response Code	Description
7	Provided Option exceed the required configuration and provides a value-add, adheres to the requirements of the RFP and provides a longer service life and performance enhancements
6	Fully Compliant and exactly meets the indicated requirement
5	The requirement is not part of the provided solution or technology and requires a third-part tools, additional configuration, additional hardware and/or human interference. Additional products, services and/or tools are provided at <u>no extra cost</u> to Miyahuna
4	The requirement is not part of the provided solution or technology and requires a third-part tools, additional configuration, additional hardware and/or human

Response Code	Description
	interference. Additional products, services and/or tools are provided at <u>additional cost</u> to Miyahuna
3	The requirement is not part of the provided solution or technology and requires a third-part tools, additional configuration, additional hardware and/or human interference. Additional products, services and/or tools are provided at <u>no extra cost</u> to Miyahuna. Yet the additional technology component imposes either a security risk, decrease in performance, has certain limitation and/or does not address the requirements specified in this RFP in a fully compliant mode. Yet the additional technology component imposes either a security risk, decrease in performance, has certain limitation and/or does not address the requirements specified in this RFP in a fully compliant mode.
2	The requirement is not part of the provided solution or technology and requires a third-part tools, additional configuration, additional hardware and/or human interference. Additional products, services and/or tools are provided at <u>additional cost</u> to Miyahuna
1	The requirement is not currently available or under development with an expected release date of no more than 6 months
0	Not Compliant

## Section 5 - Proposal Format

The Bidder shall present a written technical proposal to address the functional, technical and other requirements listed herein, and explain how the Bidder plans to approach each requirement. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Proposals must be fully responsive to the requirements. Proposals must identify any deviations from the requirements. Enough detail should be included to demonstrate the Bidder’s knowledge of the project and their ability to satisfy each requirement. Bidders are also required to present a written financial proposal bounded separately.

To accelerate execution and simplify proposal evaluation and to assure that each proposal receives the same orderly review; all proposals shall adhere to the format described in this section.

Proposals should comply with the following:

- Sections and pages should be numbered sequentially
- Clearly specify any and all variances from specifications specified by the RFP
- Include a table of contents listing all sections, figures, and tables
- Include an acronym list
- Separate major sections and appendices by labelled ring binder index tabs
- Font type is Arial size is 10pt
- Address the requirements completely and accurately using the required format
- Any additional pages exceeding the maximum number of pages indicated in the following section will not be reviewed or considered as part of the evaluation and may result in proposal technical disqualification.

- Failure to provide a clear and concise information will negatively impact eligible bidder(s) technical evaluation and may result in his disqualification.
- Proposal shall include all costs items as requested by the pricing sheets including implementation/professional services.

Proposals should be bound separately and organized in sections as follow:

## 5.1 Technical Proposal – Envelope 1

Envelop Content
Bid Bond
Letter of Tender

## 5.2 Technical Proposal – Envelope 2

The Technical proposal shall have the layout and content as described in the following table:

Section No.	Title	Max Pages	Contents
1	<b>Introduction</b>	Limited to the listed content.  No Text, illustrations, or write-ups	Signed NDA Company Registration certificate and company contact coordinates Year established (include former firm names and years established, if applicable) Type of ownership and parent company (if any) Bidder's contact name, address, and phone number (if different from Item no.1) Audited Financial Statements for the last 3 years Any certificates, agreement(s) between multiple partners or certificates to illustrate the authorization of the solution manufacturers for the local partner(s) to provide the required services or deploy hardware or implement the proposed software.
2	<b>Executive Summary</b>	Two (2) Pages	Include a brief executive summary of the major facts, solution benefit and features of the proposal including any conclusions, important assumptions, and recommendations.  The executive summary should be specifically designed for review by a non-technical audience and senior management.

Section No.	Title	Max Pages	Contents
3	<b>Understanding of the Project Requirements</b>	Three (3) Pages	This section should describe the eligible bidder understanding of the project nature, objectives, requirements, and business impact. The write-up should be focused on analyzing RFP requirements, business challenge and how the solution is addressing such challenges.
4	<b>Profile and Capabilities</b>	Three (3) Pages	<p>Provide a brief description of their corporate and other organizational history and experience in performing similar implementation service. The description should include details about the technical organization of the Bidder including the number, qualifications and experience of the professional staff.</p> <p>Include information that highlights their particular abilities to successfully complete the RFP requirements and how the Bidder will structure, develop and manage the project. Such information has to include but not limited to the following:</p> <p>In the case of a Bidder offering to supply products under the contract that it did not produce, the Bidder has been duly authorized by the subcontracted producer to supply and implement the products in Jordan and to act on behalf of the producer, corroborated by a completed Producer’s Authorization Form.</p> <p>That the Bidder and any subcontractors have the financial, technical and staff capabilities to support the system and have a successful performance history appropriate for their role in fulfilling the contract.</p>
5	<b>Solution Overview</b>	Twenty 20) Pages	<p>This section shall provide BEC with a comprehensive, straight to the point of the solution and how it will operate/run when installed, features shall focus on features or benefits.</p> <p>This section shall serve as a self-explanatory technical presentation of the solution equipped with use-cases that illustrates how the solution is addressing the business requirements and will achieve the RFP objectives.</p>

Section No.	Title	Max Pages	Contents
			Eligible bidders shall avoid inserting marketing information, product literature and similar sales slides.
6	<b>Project Implementation Approach and Methodology</b>	Ten (10) Pages	<p>This section should describe the approach, techniques, and methodology by which the Bidder plans to accomplish all the work discussed in this RFP. This section should start with a brief statement that demonstrates the Bidder's understanding of the nature and desired outcomes of the project.</p> <p>The Bidder is requested, where appropriate, to refer to supporting literature describing the details of proposed application and implementation services and techniques to be used, or other supporting material that he feels is relevant. If included, this supporting literature must be referenced in the response to the specification and included in an appendix to the Eligible Bidder's proposal. The inclusion of supporting literature or standard descriptions of the Bidder's approach, methodologies, software development tools and their features and benefits will be considered as supporting documentation only, and is not sufficient to satisfy the terms of this RFP</p>
7	<b>Training Approach and Methodology</b>	Five (5) Pages	The proposal should include a training program for Miyahuna Project Team that includes the training necessary to design, construct, operate, test, and support technical architecture and functional capabilities of the system
8	<b>Quality Assurance</b>	Five (5) Pages	This section will define the quality assurance, quality control, and quality audit procedures that will be used in the project as required in the quality assurance stream. In addition, All eligible Bidders shall use this section to describe the quality assurance criteria and quality control measures that will be followed in the project and implemented by the solution manufacturer
9	<b>Compliance Matrix</b>	As Required	Eligible Bidder's response to requirements listed in section <b>4.18 Minimum Technical/Functional Requirements Matrix</b>



Section No.	Title	Max Pages	Contents
10	<b>Reference to Similar Implementation</b>	Two (2) Pages	Reference about already implemented similar projects in Jordan or other cities/regions especially in Arabic spoken cities or regions and specifically in utilities.
11	<b>Project Deliverables</b>	Two (2) Pages	This section shall present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what Miyahuna shall expect to see and/or receive on the associated date should be described and/or presented as examples
12	<b>Requirements from Miyahuna</b>	One (1) Page	Eligible Bidder(s) shall use this section to indicate any requirements that Miyahuna is to provide for the execution of the project. The requirements can be logistic, human resources, infrastructure, existing data (in digital form or hard copy) or other resources
13	<b>Exceptions to Specifications</b>	One (1) Page	The section shall make very clear where an exception is taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of Miyahuna's specifications must be clearly identified as such, together with the reasons, and inserted in this section of the proposal.
14	<b>Appendix – A Forms and Certificates</b>		Forms, Certificates, and proposal supporting documents. No Sales and Marketing Material are to be inserted in this appendix
15	<b>Appendix – B CVs and Gantt Chart</b>		CV of Proposed Staff Project Gantt Chart
16	<b>Appendix – C Success Stories &amp; Solution Reviews</b>		Case Studies, Reports from international independent review institution on the solution benefits
17	<b>Appendix – D Other Material</b>		Any other related material including marketing information, reviews, customer testimonies...etc

### 5.3 Commercial Proposal – Envelope 3

Bidders are required to submit their financial proposal in a separately bound envelope (sealed envelope). The Bidder will be responsible for delivering the required outputs for the cost quoted.

Miyahuna will not be responsible for any additional cost due to missing Items from the quote but essential to fulfilling the project requirements. This would result in proposal disqualification and rejection or assumed as Zero cost.

**5.3.1. CONTENTS OF THE PRICE PROPOSAL**

This section outlines required contents of the price proposal of the project. The Bidder may provide a more detailed cost structure than that required below, if they believe that it can clarify their case or justify additional costs, if the main required information is provided. The price proposal shall consist of the following:

**5.3.2. Cost Summary**

The cost proposal must include a comprehensive cost summary for all costs associated with organizing and conducting the work. All expense items must be clearly labeled and included in the total price. The Prices must be quoted on a fixed price, in Jordanian Dinar. This project is exempted from Custom Duties, sales tax, and stamp fees.

The Grand total on the Total Cost Table is the bidder total offer price for the entire project.

Total Cost Table:

Item	Total Cost in JOD Exclusive of any Taxes
1. Oracle Licenses for Technology	
2. Oracle Licenses for business solution	
3. Professional Services for Implementation	
4. Training	
5. Customization (Reports, forms, .etc)	
6. Any other tasks or item(s) required to completely deploy and operate the proposed solution. Provide the quotation for each item in a separate row.	
7. three months support	
<b>Total:</b>	
<b>Custom Tax</b>	
<b>Sales Tax</b>	
<b>Grand Total</b>	

The items from 1 to 6 on the Total Cost Table must be detailed as the following schedules:

**Price Schedule 1 & 2: Oracle Licenses Costing Sheet ( technology & business solution)**

Licenses cost should be detailed for each Item as mentioned on section 4 project scope – Phase 2 Licenses tables

**Price Schedule 3: Professional Services Costing Sheet**

- Implementation budget breakdown should be presented for the different packages and key deliverables stages as below:

<b>Professional Services for Implementation Work Costing Sheet</b>						
<b>No</b>	<b>Implementation Stage</b>	<b>Package 1 Cost</b>	<b>Package 2 Cost</b>	<b>Package 3 Cost</b>	<b>Package 4 Cost</b>	<b>Net Price In JOD</b>
1	Project Initiation and Kickoff Meeting					
2	Analysis and Design (Business Blueprints)					
3	Training and Capacity Building plan					
4	System Implementation and Installation on the production environment					
5	Data Migration and Conversion (Master Setup Data, Opening Balances, and Historical Data)					
6	System Final Testing, Go-Live Readiness Health-Check, and Cut-over Plan					
7	ERP Go Live					
<b>Total:</b>						
<b>Custom Tax:</b>						
<b>Sales Tax:</b>						
<b>Any Other Taxes:</b>						
<b>Grand Total in JOD:</b>						

in case additional information need to be provided or quoted please provided in an additional table and clearly label it and mark it by the work-stream name.

**Price Schedule 4: Training Costing Sheet**

Training Costing Sheet					
No	Expense Type	Description	QTY	Unit Price	Line Total Price
1					
<b>Total:</b>					
<b>Custom Tax:</b>					
<b>Sales Tax:</b>					
<b>Any Other Taxes:</b>					
<b>Grand Total in JoD:</b>					

**Price Schedule 5: Customization, Software Costing Sheet**

Software/Hardware Costing Sheet					
No	Item	Item Details	QTY	Unit Price	Line Total Price
1					
<b>Total:</b>					
<b>Custom Tax:</b>					
<b>Sales Tax:</b>					
<b>Any Other Taxes:</b>					
<b>Grand Total in JoD:</b>					

**Price Schedule 6: Other Items (expenses not listed previously)**

Other Items Costing Sheet					
No	Item Name and Description	Why the item is required	QTY	Unit Price	Line Total Price
1					
<b>Total:</b>					
<b>Custom Tax:</b>					
<b>Sales Tax:</b>					
<b>Any Other Taxes:</b>					
<b>Grand Total in JOD:</b>					

- If the additional items are hardware, software or professional services please use the dedicated template and link it to the work stream.

**Total Cost of ownership**

The bidder should describe the total cost of ownership for the software to 5 years starting at the end of the 3 months support, the TCO Grand total is not a part of the total bidder price, but it will be used for the financial proposal evaluation purpose.

<b>TCO Sheet</b>						
<b>Item Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Line Total Price</b>
Licenses Annual renewal						
Software Local Support						
<b>Total:</b>						
<b>Custom Tax:</b>						
<b>Sales Tax:</b>						
<b>Any Other Taxes:</b>						
<b>Grand Total in JOD:</b>						

## Section 6 - Bidding Forms

### 6.1 Letter of Tender Form

#### Letter of Tender

Date:

Tender No:

---

**To: Messer's : Jordan Water Company (Miyahuna)**

We have become acquainted with the terms and conditions of the RFP and we have examined Miyahuna processes, Appendix to Tender, 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 RFP which include all the above-mentioned documents

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

If this bid/proposal is accepted, we will provide the specified Performance Security in accordance with of the Conditions of RFP and later the Contract, commence the Works at the Commencement Date, and complete the Works, hand it over and remedy any defects therein in conformity with requirements of the RFP.

We certify/confirm that we comply with the eligibility requirements as per this RFP.

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

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

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

نموذج كفالة دخول العطاء

TENDER GUARANTEE

إلى السادة : شركة مياة الاردن " مياھنا "

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

يكفل المقاول / شركة / مؤسسة..... بتعهد لا رجعة عنه غير قابل للنقض.

بمبلغ ( ) ديناراً " أردنياً " فقط..... ديناراً " أردنياً " .

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

الخاص بمشروع: .....

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 .....

## 6.2 Bid Bond Form

### Bid Bond Form

Tender No:

Date:

To Messrs. (The Employer): - Jordan Water Company (Miyahuna)

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 (180) days, or
- b. You awarded the Tender to him, but he failed to sign the Contract Agreement in accordance with the RFP and later the contract terms and conditions, or
- c. You awarded him the Tender, but he failed to submit the Performance Guarantee in accordance with the RFP and later the contract terms and conditions,

We must receive your demand before the expiry of the Guarantee validity period determined to be (180) days, after which, it should be returned to us. This Guarantee is subject to the laws in force in Jordan.

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

Authorized to sign: -----

Date: -----



### 6.3 Eligible Bidder and Contact Information

Please provide the following Eligible Bidder and contact information. To be provided to all parties in the joint venture, agreement, collaboration or any sort of business relationship.

Company Information	
Registered Name	
Jurisdiction of Incorporation	
Place of Registration (registration body, city, country)	
Legal Form	
Date of Incorporation	
Company / License Number	
Attach financial results for the past 3 years. Name of the file attachment:	

Parent Company Information (if applicable)	
Registered Name	
Jurisdiction of Incorporation	
Place of Registration (registration body, city, country)	
Legal Form	
Date of Incorporation	
Company / License Number	
Attach financial results for the past 3 years. Name of the file attachment:	

Contact Details	
<i>Please provide name and contact details of the assigned Account Representative:</i>	
First Name, Last Name:	
Title:	
Address:	
City:	
Country:	
Postal Code:	

Telephone Number:	
Mobile Number:	
Fax Number:	
Email Address:	

## 6.4 Eligible Bidder Presence

Please provide the following profile information. To be provided to all parties in the joint venture, agreement, collaboration or any sort of business relationship.

Regional Presence	
Number of Offices in Jordan	
Number of Offices in Region	
Number of Offices Globally	
Number of Employees in Jordan	
Number of Employees in Region	
Number of Employees Globally	
Key Jordan/Region Clients (list up to 5)	1.
	2.
	3.
	4.
	5.

### 6.5 Reference Projects

Provide below a list of all similar projects conducted in the past 3 years. Please use the following template for your response and place a letter “X” in the managed services columns to illustrate that the project is indeed of a similar scope. To be provided to all parties in the joint venture, agreement, collaboration or any sort of business relationship.

Client Name	Country	Similar Project Name	Start Date	End Date	Effort (man-months)	Referee Details (name, position, telephone, email)
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	

- In addition to the list of all projects, provide detailed reference information for 4 relevant client projects conducted within the past 3 to 5 years

Reference Project #n				
Year	Country	Company	Duration	Project Size
<i>[Enter starting year of project as YYYY]</i>  YYYY	<i>[Enter country name where project was implemented]</i>	<i>[Enter company name for which the project was implemented]</i>	<i>[Enter project duration in months]</i>	<i>[Enter project budget in Thousands of \$, JOD]</i>  JOD      Thousands
Contact Person		Project Title and Relevant Scope		
<i>[Enter the name, title, telephone number, and e-mail of an employee of the client company, whom Miyahuna may contact for reference information]</i>		<i>[Enter the project title]</i>  <i>[Indicate the relevant scope involved, classify work as structured in the RFP]</i>		
Project Description				
<i>[Enter a short narrative of the project scope, methodologies used and results achieved, max 200 words]</i>				

## 6.6 Resource CVs

Resource CV Format			
First name, last name		Years with company	
Title / seniority level		Years of experience	
Base location		Education qualifications	
Nationality		Professional qualifications	
Languages			

# Oracle Apps Implementation Phase 2 RFP



Reference project summary	<b>Project 1</b> Client Name: Date: to	<b>Project 2</b> Client Name: Date: to	<b>Project 3</b> Client Name: Date: to
Reference projects narrative (max 300 characters per data field)	<b>Project 1</b> Situation:  Contribution:  Results achieved:	<b>Project 2</b> Situation:  Contribution:  Results achieved:	<b>Project 1</b> Situation:  Contribution:  Results achieved:
Referee	[Insert contact details of a client from one of the above projects who can attest to the consultant's capabilities and performance]		

We, the undersigned, certify that to the information, details and any academic, technical or vocal credential provided in the CV above, correctly describe the employee qualifications, his experience and academic achievements and certification. We also are aware that any false information shall result in either disqualification of the proposal and if later was part of the implementation project shall constitute sufficient ground for contract cancellation and penalties.

**Employee Signature**

**Authorized Representative Name:**

**Signature**

## 6.7 Deliverables

Eligible Bidders should fully populate the following table;

### *Eligible Bidder Deliverables*

ID #	Project and Phase	Eligible Bidder Deliverables	Brief Description	Eligible Bidder Responsibility	Milestone
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

## Contract Agreement

THIS AGREEMENT made the . . . . .day 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



○ 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).

## Oracle Apps Implementation Phase 2 RFP



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 " مياھنا "

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 ، فقط .....دينارا" 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 "  
مياھنا " طلباً خطياً بالغاء الكفالة .

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