



## **REQUEST FOR PROPOSAL (RFP) DOCUMENT**

# **Detailed Water Master Plan for the four Northern Governorates (Irbid, Jerash, Ajloun, and Mafrq), and Tender Documents for the Works in Al Oyoun District in Ajloun and Al Mi'rad District in Jerash**

**RFP Number: YWC-FARA 7-1.1,1.2 & 1.4/2022**

**Yarmouk Water Company  
Irbid – Jordan**

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## Invitation for bids



**Detailed Water Master Plan for the four Northern Governorates (Irbid, Jarash, Ajloun, and Mafraq), and Tender Documents for the Works in Al Oyoun District in Ajloun and Al Mi'rad District in Jarash**

**RFP Number: YWC-FARA 7-1.1, 1.2 & 1.4/2022**

1. Yarmouk Water Company (hereinafter called "The Employer") invites eligible local and international bidders to tender for the project of " Detailed Water Master Plan for the four Northern Governorates (Irbid, Jarash, Ajloun, and Mafraq), and Tender Documents for the Works in Al Oyoun District in Ajloun and Al Mi'rad District in Jarash".
2. The scope of this project is to prepare a water master plan and detailed hydraulic model for the four northern governorates, including detailed assessments and surveys, and provide the national water infrastructure master plan with the details needed for identifying the future water investments. In addition to prepare detailed design and tender documents for Al Mi'rad district in Jarash governorate and Al Oyoun district in Ajloun governorate.
3. The nationality of the main consultant, Joint venture (JV) partners(number of members in a JV is limited to two only) and/or Sub consultant shall be according to USAID geographic code #937 (The United States, the recipient country, and developing countries other than advanced developing countries, but excluding any countries that are prohibited source).
4. The Bidder (either local or international) should provide proven evidence of his/their financial viability to execute such project. Audited financial statements for the last three years (2018, 2019, and 2020) shall be provided by the bidder as a minimum. The average turnover for these three years shall be at least 0.5 million Jordanian dinars. In the case of JV, all partners of the JV shall provide the financial situation separately; conditionally, the lead partner shall comply with this requirement.
5. Requirements for local (Jordanian) and international eligible bidders :
  - **local ( Jordanian ) eligible bidders :**
    - 1-The eligible local bidders shall be a specialized engineering services firm classified by the Government Tenders Department (GTD) as a first grade (A) in the field of water and wastewater.
    - 2-Provide Company registration certificate and related legal and government document that illustrate the Company legal form and situation.
    - 3-Provide audited financial statements for the past three years.
    - 4-Provide a proven general experience of a minimum of (10) ten years in the water and wastewater field.

- **international eligible bidders :**
  - 1- The eligible international bidder shall provide a registration certificate showing that his firm has been registered and established at least (15) fifteen years before issuing this RFP.
  - 2- Provide audited financial statements for the past three years.
  - 3- Provide a proven general experience of a minimum of (10) ten years in the water and wastewater field.
- 6. The proposals submitted by the bidders shall comprise of Three sealed envelopes marked as envelope No. 1 "Tender Security", envelope No.2 "Technical Proposal", and envelope No.3 "Financial Proposal", as the following:
  1. **Envelope (1)** - Tender Guarantee (Bid Security), with the value of **(21,000 JD) valid for 120 days** after the deadline for bid submission, issued by a Jordanian bank or by a foreign bank through a correspondent bank located in Jordan and shall be acceptable to the Employer or a certified cheque.
  2. **Envelope (2)** - Technical Proposal, All required information/documents as explained under (Item 2.2 Technical Proposal).
  3. **Envelope (3)** - Financial Offer, All required information/documents as explained under (Item 2.3 Financial Proposal).
- 7. Bidders shall submit one (1) original and three (3) copies, clearly marking each as "Original Bid" or "Copy of Bid " and one electronic copy on CD-ROM. The CD-ROM shall only contain the technical proposal documents without any reference to the financial offer, A CD-ROM containing the financial offer shall be enclosed in the financial envelope.
- 8. Interested eligible Bidders may obtain further information and inspect the bidding documents at the address noted below:

Yarmouk Water Company,  
King Hussein Street (formerly Baghdad Street)  
P.O.Box 378  
Irbid, Tel Fax: 00962-2-7246859
- 9. The document should be obtained by an authorized representative.
- 10. The Employer has the right to cancel the Tenders without bearing any financial or legal obligations
- 11. The Employer will not be responsible for lost and/or undelivered documents sent by mail, Fax, or similar means.
- 12. The Employer reserves the right to accept or reject any offer and to annul the bid and cancel the procurement process at any time without incurring any liability to Bidders.
- 13. All information provided/submitted by the tenderers shall be accurate, correct, and duly certified.
- 14. Tender advertisement costs will be borne by the winning bidder.
- 15. Schedule of events

**REQUEST FOR PROPOSAL (RFP) DOCUMENT**  
**RFP Number: YWC-FARA 7-1.1,1.2 & 1.4/2022**

<b>Event</b>	<b>Date and Time</b>	<b>Notes</b>
<b>1. Purchasing start date</b>	17/4/2022 (9:00 a.m. - 3:30 p.m.)	A complete set of the Bidding Documents can be purchased at the same address for the non-refundable fee of (300) JOD.
<b>2. Last date to submit Inquiries</b>	8/5/2022	Inquiries related to the tender documents shall be sent to Yarmouk Water Company, Tenders, and Procurement Director (Eng. Ashraf Bataineh) via Fax, preferably by email mentioned below or to the address mentioned above :  ashraf_bataineh@yw.com.jo malak_abo-zaitoun@yw.com.jo abdelhadi_bataineh@yw.com.jo asma_al-sheraideh@yw.com.jo
<b>3. Replies to inquiries</b>	11/5/2022	
<b>4. Purchasing End date</b>	15/5/2022	
<b>5. Deadline for submitting bids</b>	23/5/2022 At 12:30 p.m.	

## 1. TERMS AND CONDITIONS

### 1.1 General Conditions

Reference is made to **Engineering services contract (C 1) 2006 (Appendix 1)**. For any contrast between **general conditions in Appendix (1)** and the RFP conditions listed through this RFP document, the **RFP conditions prevail**.

### 1.2 Definitions

For the purposes of this RFP, the following terms shall mean.

Acronym	Description
BEC	Bid Evaluation Committee
Bidding Documents	The bidding documents include: <ul style="list-style-type: none"> <li>• Invitation to Bid Letter</li> <li>• Instruction to Bidders</li> <li>• General Terms and Conditions Appendices</li> <li>• Any issued addenda</li> <li>• Bidder's responses to questions and inquiries</li> </ul>
Working Hours	Sun to Thu from 8:00 am to 4:00 pm (Jordan Time)
EB	Eligible Bidder
Project Team	Key Users and Project Manager
Technically Qualified Bidder	Achieved minimum qualifying rate/score of 85% out of 70% in the technical proposal
Final Acceptance	Final Acceptance is completed when: <ul style="list-style-type: none"> <li>• Acceptance Certificate has been issued by YW</li> </ul>
WB	Winning Bidder
Winning Bidder	The winning bidder is a bidder who/whose: <ul style="list-style-type: none"> <li>• Bid has been accepted and evaluated</li> <li>• Bid was responsive and complete</li> <li>• Technically qualified bidder</li> <li>• Scored the highest total score (technical + financial)</li> <li>• Received Award and Notice and Successfully sign the contract</li> </ul>
Clarification Process	The clarification process starts from the date of invitation till the submission of the bidder's proposals.
YW or YWC	Yarmouk Water Company
Bid or offer	Eligible Bidder(s) complete proposal or any part of it
USAID	United States Agency for International Development



### 1.3 Eligibility of Bidders

This Request for Quotation is open to Jordanian local and international bidders as detailed below:

- The nationality of the main consultant, Joint venture (JV) partners and/or Sub consultant shall be according to USAID geographic code #937 (The United States, the recipient country, and developing countries other than advanced developing countries, but excluding any countries that are prohibited source).
- Bidders or any of its associates, service providers, partners, joint venture companies, or individuals, should not have been engaged by YW to provide consulting services for the preparation of the design, specifications, and development of this RFP.
- Bidders or any of its associates, service providers, partners, joint venture companies...etc. does not engage in transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the bidder to ensure compliance with Jordanian and Yarmouk Water Company's procurement laws.
- Bidders 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 bidder is established, currently operating or has been operating.
- A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid.
- The Bidder should provide proven evidence of his/their financial viability to execute such project. Audited financial statements for the last three years (2018, 2019, and 2020) shall be provided by the bidder as a minimum. The average turnover for these three years shall be at least 0.5 million Jordanian dinars. In the case of JV, all partners of the JV shall provide the financial situation separately; conditionally, the lead partner shall comply with this requirement.

In order to ensure that all eligible bidders have been provided with equal opportunities, the following shall be provided with the Technical Proposal, adhered to, and met:

### 1.4 General Requirements for all international eligible bidders

- 1.4.1 The eligible international bidder shall provide a registration certificate showing that his firm has been registered and established at least (15) fifteen years before issuing this RFP.
- 1.4.2 Provide audited financial statements for the past three years.
- 1.4.3 Provide a proven general experience of a minimum of (10) ten years in the water and wastewater field.
- 1.4.4 Sign the attached Non-disclosure Agreement (NDA) by each member involved in the preparation of the solution design, quotation, and any related document or process to this RFP

### 1.5 General Requirements for all local (Jordanian) eligible bidders

- 1.5.1 The eligible local bidders shall be a **specialized engineering services firm** classified by the Government Tenders Department (GTD) as a first grade (A) in the field of water and wastewater.
- 1.5.2 Provide audited financial statements for the past three years.

- 1.5.3 Provide a proven general experience of a minimum of (10) ten years in the water and wastewater field.
- 1.5.4 Provide Company registration certificate and related legal and government document that illustrate the Company legal form and situation.
- 1.5.5 Sign the attached Non-disclosure Agreement (NDA) by each member involved in the preparation of the solution design, quotation and any related document or process to this RFP

## **1.6 General Requirements for the consortium, joint ventures, or other forms of combination**

- 1.6.1 Partners in any combination whether it is joint-venture, prime/sub relation, consortium, or any other form(s) of combination, it is the responsibility of the eligible bidder(s) to provide all necessary documentation that:
  - A. Number of members in a JV is limited to **two** only
  - B. Illustrates the type of relation among the partner(s) or member(s) of the combination
  - C. NDA is signed by all involved party each on an individual copy
  - D. All proposed staff that will or have been involved in the preparation, submission and later execution of the project shall sign the attached NDA
  - E. All presented papers need to be endorsed by a neutral legal entity and preferably endorsed by the relative government bodies in Jordan
  - F. A clear and specific description of every member role in the project, proposal preparation, project management, execution and any other element that related to the design, proposal, or implementation of the project.
  - G. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution
  - H. Any changes in the leader, without prior consent of the Employer, during the tendering procedure or after awarding will lead to disqualifying the bidder.
  - I. a copy of the Joint Venture Agreement entered by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 1.6.2 Partners in any combination, whether joint venture, prime/sub relation, consortium, or any other form(s) of combination, shall be dealt with and legally considered as one mutual and solidarity entity.
- 1.6.3 Eligible bidders are requested to comply with the enclosed RFP and Yarmouk Water's regulations and supply all necessary documents and any other additional information that may help in the evaluation process.

## 1.7 SCHEDULE OF EVENTS

Schedule of events is based on Jordan local time zone

Event	Deadline		Party In Charge
	Date	Time	
6. Issue RFP by Yarmouk Water Company (YW)	13/04/2022		YW
7. Purchasing start date	17/4/2022		YW
8. Last date to submit Inquiries	8/5/2022		EB
9. BEC send replies to inquiries	11/5/2022		BEC
10. Purchasing End date	15/5/2022		YW
11. Submit Bid / Bid Opening	23/5/2022		EB
12. Announce List of Technically Qualified Bidder – Initial Qualification	6/6/2022		BEC
13. Discharge non-qualified Bidders and return financial offer	14/6/2022		BEC
14. Open and Evaluate Financial Bids	15/6/2022		BEC
15. Final Offer Evaluation and Winning Bidder selection	26/6/2022		BEC
16. Send Notification of Award Letter	10/7/2022		BEC
17. Submit Performance Security	20/7/2022		WB
18. Contract Signature	21/7/2022		WB

## 1.8 Inquiries

- 1.8.1 All technical inquiries concerning the contents of this RFP document must be addressed in writing via email to:

Tenders and Procurements Department

RFP Title – Bidder Name

Yarmouk Water Company

Irbid, Baghdad St. P.O. Box 3798

Irbid 21110 Jordan

E-mail: [ashraf\\_Bataineh@yw.com.jo](mailto:ashraf_Bataineh@yw.com.jo)

[malak\\_abo-zaitoun@yw.com.jo](mailto:malak_abo-zaitoun@yw.com.jo)

[asma\\_al-sheraideh@yw.com.jo](mailto:asma_al-sheraideh@yw.com.jo)

Phone Numbers:

+962 798087039

Email's Subject Line: RFP – Inquiries

- 1.8.2 All inquiries are to be submitted in writing, and in English, no verbal queries shall be permitted.
- 1.8.3 Procedural, preparation, or submission of proposals shall be addressed to the address shown in the box above. Technical proposal, bid entry guarantee and financial proposals shall be submitted in separate, sealed envelopes. Financial proposals shall be submitted separately from technical proposals, as per the instructions in preparation and submission of proposals.
- 1.8.4 During the procurement, including any evaluation period, Bidders shall contact only Bid Evaluation Committee. Unauthorized contact with other parties, whether an employee of Yarmouk Water, YW, or other resources involved in the preparation and evaluation of the RFP, shall result in immediate bidder disqualification.
- 1.8.5 Only written communications issued by Bid Evaluation Committee are binding.
- 1.8.6 With the exception of the written proposal that must be submitted by bidders in accordance with Proposal Format herein, communications between the Bid Evaluation Committee and bidders may be conducted by e-mail.

## 1.9 Preparation and Submission of Proposals/Bids

- 1.9.1 Pursuant to Schedule of Events (Clause and Inquiries clause 1.7, all bids must be submitted to (1.6 the address mentioned in Inquiries clause 1.7 of this document no later than the date specified in the schedule of events. All responses received after the assigned date and time shall be disqualified.
- 1.9.2 All answers that are given to the requirements/questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall form sufficient grounds for eligible, technically qualified, qualified, or winning bidder disqualification at any stage in the procurement process.
- 1.9.3 Bids must be submitted in a packaged and sealed envelope and stamped with the Company official stamp as follows:

Three (3) separate envelopes are sealed and clearly marked as follows:

“Technical Proposal”,

“Financial Proposal”

“Bid entry guarantee”

All envelopes shall be marked as follow:

Yarmouk Water Company  
Irbid, Baghdad St. P.O. Box 3798  
Irbid 21110 Jordan

Bid Evaluation Committee  
RFP Title – Bidder Name

Envelop Title: RFP Title

E-mail: [ashraf\\_Bataineh@yw.com.jo](mailto:ashraf_Bataineh@yw.com.jo)

[malak\\_abo-zaitoun@yw.com.jo](mailto:malak_abo-zaitoun@yw.com.jo)

[asma\\_al-sheraideh@yw.com.jo](mailto:asma_al-sheraideh@yw.com.jo)

Phone Numbers:

+962 798087039

- 1.9.4 Eligible Bidders shall submit one (1) original and three (3) copies, clearly marking each as “Original Bid” or “Copy of Bid, Copy Number x” as appropriate. In the event of any discrepancy between them, the original shall govern. Copies numbers shall be in sequence (i.e., 1, 2, 3). One electronic copy on CD-ROM must be submitted along with hardcopies. The technical CD-ROM shall only contain the technical proposal documents without any reference to the financial offer, so as the financial CD-ROM which shall be enclosed in the financial envelope.
- 1.9.5 If the envelopes submitted by bidder are not sealed and marked as required by Preparation and Submission of bids (Clause 1.8), then such bid may be disqualified.
- 1.9.6 All financial information related to all costs referenced in the bidder’s proposal should be bounded separately and located in the financial proposal envelope. The technical envelope should only contain technical material and other related proposal sections as required in the proposal format.
- 1.9.7 The inclusion of any financial data or value in the technical proposal shall result in the bidder’s proposal being disqualified as irresponsible.
- 1.9.8 Each bidder will have access to YW available data for only one day after coordination and approval of the Employer.

1.9.9 A site visit will be available for any interested bidder to do so after coordination with the Employer.

### **1.10 Multiple Proposals**

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

### **1.11 Proposal Clarification Process**

1.11.1 During evaluation of bids, YW Bid Evaluation Committee may, at its own discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered, or permitted.

### **1.12 RFP Changes, Cancellation and Addenda**

1.12.1 YW Bid Evaluation Committee reserves the right to amend, retract or cancel the RFP at any time without giving any reason(s).

1.12.2 If the amendment occurs after the closing date for receipt of proposals, YW Bid Evaluation Committee may, in its sole discretion, allow bidders to amend their proposals in response to the amendment if the bid evaluation committee deems it necessary.

1.12.3 YW Bid Evaluation Committee shall prepare a written addendum in response to all pertinent questions and requests for interpretation submitted by writing.

1.12.4 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 bidders.

### **1.13 Rejection of Proposals**

1.13.1 YW Bid Evaluation Committee reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty or the obligation to give any explanation.

1.13.2 Any proposal may be rejected immediately and not evaluated for any one of the following reasons:

- Failure to follow the proposal format instructions.
- Failure to comply with the eligibility requirements. Failure to comply with the RFP requirements and statements.
- Late delivery of bids

1.13.3 YW Bid Evaluation Committee may elect, in its sole authority and discretion, to implement the project in phases, by module, by component, split the award among multiple bidder(s) or to cancel the RFP and the implementation of the project without the obligation to give any explanation.

### **1.14 Proposal Obligations**

1.14.1 The contents of the proposal and any clarification thereto, submitted by the bidder shall become part of the contractual obligation and incorporated by reference into the contract.

1.14.2 All proposals must describe in detail and include all integral elements necessary for the successful implementation and operation of the required services, including labor, equipment sizing, and services offered and must be of such form that, upon approval, shall be contractually binding.

1.14.3 Any missing or assumed item(s), component(s), service(s), or related commodity to completely fulfill the successful implementation of the RFP requirements shall be assumed at Zero cost by the bid evaluation committee and shall be the complete responsibility of the eligible bidder to provide it and implement.

- 1.14.4 It is the complete responsibility of all eligible bidders to ensure that their proposals are comprehensive, complete, address all the RFP requirements and provide all necessary item for successful implementation of the RFP requirements.

## **1.15 Disposition of Proposals**

- 1.15.1 Technical proposals become the property of this Bid Evaluation Committee and shall not be returned to the Bidder.
- 1.15.2 YW 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.
- 1.15.2.1 To reject any proposals if, in YW's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the eligible bidder/bidder(s) does not meet the qualifications set forth in the RFP, or it is otherwise in the YW's best interest to do so
  - 1.15.2.2 To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the selection of one or more Eligible bidder/bidder(s)s for negotiation and to cancel this RFP with or without issuing another RFP
  - 1.15.2.3 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 YW's best interest to do so
  - 1.15.2.4 To reject the proposal of any Eligible bidder/bidder(s) that, in the YW's sole judgment, has been delinquent or unfaithful in the performance of any contract with YW or with others, is financially or technically incapable or is otherwise not a responsible Eligible bidder/bidder(s)
  - 1.15.2.5 To reject as information, non-responsive or otherwise noncompliant with the requirements of this RFP and any Proposal which, in YW's judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to YW, 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.
  - 1.15.2.6 To waive any informality, defect, non-responsive and/or deviation from RFP and its requirements that is not, in the YW's sole judgment, material to the proposal
  - 1.15.2.7 To permit or reject at YW's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of eligible bidder/bidder(s)s following proposal submission
  - 1.15.2.8 To request that some or all of eligible bidder/bidder(s) modify proposals based upon YW's review and evaluation
  - 1.15.2.9 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)
  - 1.15.2.10 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)

1.15.2.11 To conduct such investigation with respect to the financial, technical, and other qualifications of each eligible bidder/bidder(s) and YW, in its sole discretion, deems necessary or appropriate

1.15.2.12 To waive and/or amend any of the factors identified in this RFP.

1.15.2.13 To reject Eligible bidder/bidder(s) who engage in collusion, conflict of interest or any other factor that may negatively impact YW best interest or does not conform with this RFP

## **1.16 Proposal Preparation Cost**

1.16.1 The Bidder shall bear all costs associated with the preparation and submission of its bids. In no case, YW Water Company will be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **1.17 Release of Claims**

1.17.1 With the submission of a proposal, each Bidder agrees that it will not bring claims or have cause of action against Yarmouk Water Company based on any misunderstanding concerning the information provided herein or concerning YW's or YW's failure, negligence, or otherwise, to provide the Bidder with pertinent information as intended by this RFP.

1.17.2 Eligible/Winning bidder(s) agrees to defend, indemnify and hold harmless YW, 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.

1.17.3 The Eligible bidder(s) also agrees and acknowledges that YW's determinations shall all be final and there are no appeals to any other authority of any nature or type.

## **1.18 Bid Validity**

1.18.1 Bids shall remain valid for 120 days (One Hundred and Twenty Days) from the bid submission date specified in the Schedule of Events. All Bidders will be notified in writing of any extension if necessary. A bid valid for a shorter period shall be considered as non-responsive and will be rejected by YW Bid Evaluation Committee.

## **1.19 Bid Language**

1.19.1 Bids and all correspondence and documents relating to the bids exchanged by bidders and YW Bid Evaluation Committee shall be written in English.

## **1.20 Examination of Bids**

1.20.1 YW Bid Evaluation Committee will examine the bids to determine whether:

- They are complete and required securities have been furnished.
- They are complying with the eligibility requirements.
- The documents have been properly signed, and whether the bids are generally in order.
- A bid that is not substantially responsive will be rejected by this Bid Evaluation Committee and may not subsequently be made responsive by the Bidder by correction of the nonconformity.



## **1.21 Evaluation and Comparison of Bids**

- 1.21.1 YW 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.
- 1.21.2 The technical offers will be opened first and evaluated against the requirements.
- 1.21.3 The financial offers will be opened after the proper technical evaluation is completed for only technically qualified bidder.
- 1.21.4 Technical proposals that satisfy the technical requirements but for which the cost proposal exceeds the ceiling will be eliminated from further consideration.

## **1.22 Eligibility/Screening Requirements**

- 1.22.1 Prior to the detailed evaluation of each proposal, YW 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 this with their response. Missing information in any of the following areas will constitute a proposal that is nonresponsive.
1. The Bidder must provide a formal statement confirming that they do not have any pending disputes or litigation.
  2. Bidders are complying with the eligibility requirements as per eligible bidder's clauses 1.2, 1.3, 1.4 & 1.5.
  3. Bid entry guarantee, Technical, and Financial Responses must be in separate envelopes with the required number of copies.
  4. The validity of the proposal is in accordance with the requirements of the bid.
  5. The validity of the bid bond is in accordance with the RFP requirements
  6. The Bidder must nominate one person 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.
  7. Bids have been prepared and submitted in accordance with the terms and conditions of this RFP

## **1.23 Responsibilities**

- 1.23.1 Eligible/winning bidder(s) Responsibilities
- 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.
  - All work shall follow the appropriate international standards, as well as all YW ordinances and regulations.
  - Eligible/Winning bidder(s) shall provide all services, equipment, and tools necessary to perform the requirements of the contract in a turn-key manner.
- 1.23.2 Subcontracting/Subconsultant:
- Eligible/Winning bidder(s) may subcontract services to be performed hereunder with the prior approval of YW, which approval should not be unreasonably withheld.
  - No such approval will be construed as making YW a part of, or to, such subcontract, or subjecting YW to liability of any kind to any subcontractor.
  - 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, YW shall

deal through eligible/winning bidder(s), and subcontractors will be dealt with as representatives of eligible/winning bidder(s).

**1.23.3 Novation**

- 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 YW, 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 YW.
- 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.

**1.23.4 Responsibilities of YW**

- Shall assist eligible/winning bidder(s) by placing at his disposal all available information pertinent to the Project.
- YW 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.
- Give prompt written notice to eligible/winning bidder(s) whenever YW observes or otherwise becomes aware of any development that affects the scope or timing of Eligible bidder(s)'s services.

**1.24 Evaluation Criteria**

1.24.1 The technical offers will be opened first and evaluated against the technical requirements as outlined in this RFP.

1.24.2 Eligibility of bidders will be assessed as part of the technical evaluation. Bidders who do not meet eligibility criteria will be considered non-responsive and will be disqualified.

1.24.3 Technical Proposal will be allocated 70% of the total score

1.24.4 YW Bid Evaluation Committee will structure the technical evaluation into:

Criterion	Sub-Criterion	Allocated %	
Eligibility & Compliance to RFP Requirements			Pass/Fail
Bidder Profile and Expertise in Similar Projects	Similar Project #1	10%	30%
	Similar Project #2	10%	
	Similar Project #3	10%	
Project Key Staff	Project Manager	10%	25%
	Hydraulic Modeler	5%	
	Civil Engineer/Water	5%	
	Electrical Engineer/SCADA	5%	
Methodology & Approach			45%
Total			100%

1.24.5 The details and content of the technical proposal are described in section (2) of this RFP.

- 1.24.6 The financial offers will be opened following the completion of the technical evaluation. Only financial offers with technically qualified proposals will be opened. Financial offers with technically unqualified technical proposals will be returned to the Bidders unopened.
- 1.24.7 Financial Proposal will be allocated 30% of the total score. However, financial proposals with a value of more than the ceiling of allocated to this RFP will be eliminated from further consideration, regardless of the technical score.
- 1.24.8 A Technically qualified bid/bidder must have scored at least 85% out of 70% in order for the bid to be technically qualified. (i.e., passing grade is 59.5 out of 70)
- 1.24.9 Proposal Cost percentage is calculated as follows
- 1.24.9.1  $C1 = (\text{Minimal Proposal Cost} / \text{Evaluated Proposal Cost}) * 30\%$
- 1.24.10 Overall bid score will be equal to the sum of technical and financial score. The contract will be awarded to the highest bid score.
- 1.24.11 In case where the highest bid score for two or more proposals have been equal, preference and award will be made to the bid with the **highest technical score**.
- 1.24.12 In case where highest bid score 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.
- 1.24.13 If case where the highest bid score 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 any reason disposition.

## 1.25 Bid Security (Bid Entry Guarantee), and Performance Securities

- 1.25.1 All Eligible bidders shall submit a bid security of forty thousand (21,000) JOD valid for 120 days from the bid submission date specified in the Schedule of Events, issued by a Jordanian bank acceptable to YW and shall be packed in a separate envelope along with the technical proposal. Any bid not accompanied by an acceptable bid security or not meeting the terms in this RFP including validity duration shall be rejected by YW as nonresponsive. The bid security shall be in the form set out in the documents or another form acceptable to YW. The original security must be included within the original bid.
- 1.25.2 Upon signing the contract, the Winning bidder shall furnish the performance security in accordance with the conditions of contract, using the Performance Security form provided in Appendix C or another form acceptable by YW.
- 1.25.3 The performance security shall be denominated in the currency of the bid (JOD) and shall be in the following form.
- a. A bank guarantee issued by a reputable bank operating in Jordan.
- 1.25.4 Failure of the successful Bidder to comply with the requirements of the RFP, Contract requirement and clauses shall constitute sufficient grounds for the annulment of the award, in which event YW Bid Evaluation Committee may make the award to the next highest evaluated Bidder or call for new bids.

1.25.5 The performance security value equals 10% of the total contract value.

## **1.26 Notification of Award**

1.26.1 Prior to the expiration of the period of bid validity, YW Bid Evaluation Committee will notify the Winning Bid in writing by registered letter, or fax to be subsequently confirmed in writing by registered letter, that its bid has been accepted.

1.26.2 Later, YW Bid Evaluation Committee will promptly notify each unsuccessful Bidder of the evaluation result and return un-opened financial proposals.

## **1.27 Award Criteria**

1.27.1 This Bid Evaluation committee will award the contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to have the highest bid score, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.27.2 In Case the total commercial bid of the winning or any eligible bidders exceeds Yarmouk Water Company's budget for this project, the Bid Evaluation Committee reserves the right to cancel the bidding process 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 Employer's action.

1.27.3 All eligible bidders shall not make any assumption that the bid evaluation committee or Yarmouk Water Company will decide to acquire all offered/proposed items.

## **1.28 Signing of Contract**

1.28.1 Prior to signing Contract, YW Bid Evaluation Committee will seek approval from, Yarmouk Water Company Executive Management. After receipt of approval YW Bid Evaluation Committee will issue the contract unless the Bidder has provided their standard purchase and the terms and conditions that are accepted by YW.

1.28.2 Within five (5) calendar days of receipt of the Contract, the winning bidder shall review the contract and return it to Yarmouk Water Company.

1.28.3 The Winning Bidder shall know that there are three different tenders with almost the same scope of work that will be tendered parallel by the three water utility companies in Jordan. Therefore, in the event that a Bidder wins more than one bid, and prior to signing the Contract, a detailed work plan shall be submitted. The detailed work plan shall be using Primavera Software, with a brief description of major activities for all awarded projects, showing the coordination, order, procedure, design activities for all projects, the sequence of activities and projects, the start and end date, the resource planning, and the milestones of main projects to be implemented and considering resources availability. Presenting a logical and rational sequence of activities, giving each enough time and resources, provided that there is no conflict with the employers' interest. If the winning bidder did not provide the required schedule and description, or he fails to prove availability and sufficiency of resources to fulfil the requirements of all awarded contracts (this one and others won, if any), this may reflect on the award decisions and result in the rejection of the bid. In such case, the Bidder shall have no right to object the cancelation of the awarding notification and YW shall bear no legal or financial consequences of such decision.

1.28.4 The contract signature ceremony will be held and take place at YW premises in Irbid.

## **1.29 Coming Into Force**

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

1.29.2 The governing law of this RFP and subsequent contract will be the Hashemite Kingdom of Jordan.

### 1.30 Payment Terms

- 1.30.1 Request(s) for payment shall be made to Yarmouk Water Company in writing, accompanied by an invoice describing, the services performed, and any related deliverables.
- 1.30.2 Payments shall be made promptly by Yarmouk Water Company within Sixty (60) days of the acceptance of an invoice, if accompanied with certifications and/or approval of assigned committee. All invoices shall be according to the following Schedule of Payments:

No.	Payment Description	Percentage of payment to be paid the Consultant of the total Lump Sum Price
1.	Inception Report	5%
2.	Draft Conceptual Report	10%
3.	Final Conceptual Report	15%
4.	Draft Master Plan and Preliminary Design Report	15%
5.	Final Master Plan and Preliminary Design Report	20%
6.	Draft Detailed Design Report and tender Documents for Jerash city. AL Mi 'rad district in Jerash governorate and Al Oyoum district in Ajloun governorate.	15%
7.	Final Detailed Design Report and Tender Documents	20%

### 1.31 Prices, Taxes, Duties and Currency

- 1.31.1 The project shall be tax exempted as per the letter No 56/10/6/4855 Dated March 4,2009 attached to this RFP.
- 1.31.2 All additional taxes shall be quoted as separate and clear line items.
- 1.31.3 Bidders shall be entirely responsible for all duties, license fees, etc., incurred until delivery of the Services to Yarmouk Water.

### 1.32 Bid Currency

- 1.32.1 Prices shall be quoted in Jordanian Dinars (JOD).

### 1.33 Objections

- 1.33.1 Prior to YW awarding the contract, YW will inform all unsuccessful bidders that the of its decision and allow unsuccessful bidders to raise their objections within a timeframe not to exceed Five (5) working days from the date of YW message. Unsuccessful Bidders have the right to provide their objections using the designed YW form but are not allowed to change their bids or proposals.
- 1.33.2 All objections will be examined and looked into carefully by YW bid evaluation committee prior to signing any contract.
- 1.33.3 Unsuccessful bidders will be informed on the objection status and may be called for an official meeting

### 1.34 USAID Procurement Laws and Regulations

- 1.34.1 As this procurement is funded by USAID through the FARA agreement signed between YW and USAID, it shall be clear that the bidder complies with USAID Source and Nationality Code – 937. It is mandatory to comply with USAID procurement and comply with Code 937.

- 1.34.2 Complying with USAID procurement laws and regulation for this RFQ is mandatory. Failure to comply with USAID laws and regulations will result in contract defaulting, disqualification of the bidder and YW will not be held liable to reimburse the contractor for any costs or fees.
- 1.34.3 It is the bidder's complete and total responsibility to educate himself of the related USAID regulations and can communicate with YW for any clarification if required.
- 1.34.4 As this is a USAID financed procurement, YW will reimburse the winning bidder upon receiving the official acceptance by USAID and upon transferring the money from USAID to YW.

## **2. 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 labeled 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 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:

## 2.1 Bid Security (Bid Entry Guarantee) – Envelope 1

## 2.2 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	Eligibility & Compliance to RFP Requirements	<b>Limited to the listed content.</b>  <b>No Text, illustrations, or write-ups</b>	All requirements as per eligible bidder's clauses 1.2, 1.3,1.4 & 1.5, which shall include but is not limited to: <ol style="list-style-type: none"> <li>1. Signed Statement of Conformance Sheet</li> <li>2. Signed NDA</li> <li>3. Company Registration certificate and company contact coordinates</li> <li>4. Year established (include former firm names and years established, if applicable)</li> <li>5. Type of ownership and parent company (if any)</li> <li>6. Bidder's contact name, address, and phone number (if different from Item no.1)</li> <li>7. Audited Financial Statements for the last 3 years</li> <li>8. Any certificates, agreement(s) between multiple partners or certificates.</li> </ol>
2	Bidder Profile and Expertise in Similar Projects	<b>Two (2) Pages</b>	Each bidder shall provide references for at least <b>Three</b> completed similar projects. <b>Similar project/experience</b> is defined as a design of water projects completed within the last ten (10) years, which shall include as a minimum: <b>Two projects in</b> design of hydraulic modeling and design of distribution water network. <b>One Project in</b> preparation of the detailed design reports, design drawings, and tender documents.
3	Project Key Staff	<b>One (1) Page</b>	Each Bidder shall provide a table of the proposed positions for key staff and the qualifications, years of experience, and areas of expertise for each of the proposed positions as described in section (6).
4	Methodology & Approach	<b>Ten (10) Pages</b>	<b>Technical Approach and Methodology:</b> The bidder shall explain the understanding of the objectives of the assignment as outlined in the scope of works, the technical approach, and the methodology he will adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.
		<b>Ten (10) Pages</b>	<b>Work Plan:</b> The bidder shall outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations,

Section No.	Title	Max Pages	Contents
			<p>milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule.</p>
		<p><b>Two (2) Pages</b></p>	<p><b>Project Deliverables:</b>  This section shall summarize key dates, milestones, and associated deliverables found in the work plan. A description of what YW shall expect to see and/or receive on the associated date should be described and/or presented as examples.</p>
		<p><b>Two (2) Pages</b></p>	<p><b>Organization and Staffing:</b>  The bidder shall describe the structure and composition of the project team, including the list of the Key Experts, other experts, and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Bidder shall include an organization chart showing the Consultant's internal organization as well as the interactions with the Employer as well as with other stakeholders.</p>
		<p><b>Three (3) Pages</b></p>	<p><b>Quality Control and Management:</b>  The bidder shall outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants, and local partners, before submission to the Employer. Reference to ISO 9001 is not considered to be adequate.</p>
<p>5</p>	<p><b>Appendix – A Supportive Documents, CVs, and Gantt Chart</b></p>		<ul style="list-style-type: none"> <li>● Supportive certificates and documents for similar projects or any official document from the Employer... etc., to prove the description of the similar project and its main components.</li> <li>● CV of Proposed Staff</li> <li>● Work Schedule and Project Gantt Chart</li> </ul>



## **2.3 Financial Proposal – Envelope 3**

### **2.3.1 Introduction**

Bidders must 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. YW 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.

### **2.3.2 Contents of the Price Proposal**

This section outlines the 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, as long as the main required information is provided. The price proposal shall consist of the following:

### 2.3.2.1 Cost Summary

This section must provide a comprehensive cost summary for the proposed costs, including:

No.	Description	Unit	Quantity	Unit Price (JOD) Exclusive of any Taxes	Total Cost in JOD Exclusive of any Taxes
1	Lump Sum (LS) Services Fees: Remuneration for the preparation of design work including reports, drawings, and the preparation of tender documents of the works as described in this RFP.	LS	LS		
2	Provisional Sum (PS) to cover the fees for Topographic Survey and Geotechnical investigation, and any others.	PS	PS		50,000
<b>Total including provisional sum and excluding of any taxes</b>					

## 2.4 Bid Entry Guarantee

(Bank Guarantee)

Address of guarantor bank:

.....  
.....

Address of Beneficiary:

We, the undersigned, .....(Guarantor), in order to enable.....(the "Bidder") to Bid for (project, object of contract), hereby irrevocably and independently guarantee to pay you an amount up to a total of.....waiving all objections and defenses

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

This guarantee shall expire no later than.....

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of the Hashemite Kingdom of Jordan.

Guarantor..... Date.....

### 3. BID FORMS – TO BE INCLUDED IN THE BIDDER’S PROPOSAL

#### 3.1 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.

<b>Company Information</b>	
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:	

<b>Parent Company Information (if applicable)</b>	
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:	

<b>Contact Details</b>	
<i>Please provide the 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:	

### 3.2 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.

<b>Regional Presence</b>	
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.
Key Jordan/Regional Clients (list up to 5)	1.
	2.
	3.
	4.
	5.

### 3.3 Reference Projects

Provide below a list of all similar projects conducted in the past 10 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 3 relevant client projects conducted within the past 10 years

Reference Project #				
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>  \$      Thousands
<b>Contact Person</b>		<b>Project Title and Relevant Scope</b>		
<i>[Enter the name, title, telephone number, and e-mail of an employee of the client company, whom YW may contact for reference information]</i>		<i>[Enter the project title]</i>  <i>[Indicate the relevant scope involved, classify work as structured in the workstreams]</i>		
<b>Project Description</b>				
<i>[Enter a short narrative of the project scope, methodologies used, and results achieved, max 200 words]</i>				

**3.4 Resource CVs**

<b>Resource CV Format</b>			
First name, last name		Years with company	
Title / seniority level		Years of experience	
Base location		Education qualifications	
Nationality		Professional qualifications	
Languages			
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's 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**

### 3.5 Sub-Contractor Profiles

Provide below, where applicable, the profiles of the proposed sub-contractors.

<b>Proposed Sub-Contractor Number n</b>	
Company Name	
Office Location(s)	
Number of Employees	
Describe the proposed role of the sub-contractor, making an estimate of staff numbers and stating which program/project phase(s) they will be involved in.	
Describe whether the sub-contractor would be operating from on-shore or off-shore, as well as the mix of on-site and off-site activities.	
Is the Eligible Bidder currently engaged in any contractual relationships with the sub-contractor? Please describe.	
Describe any relevant project experience with the sub-contractor.	



### 3.6 Eligible Bidder's Proposed Deliverables

Eligible Bidders should fully populate the following table.

*Eligible Bidder Deliverables*

<b>ID #</b>	<b>Project and Phase</b>	<b>Eligible Bidder Deliverables</b>	<b>Brief Description</b>	<b>Eligible Bidder Responsibility</b>	<b>YW Responsibility</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

#### 4. STATEMENT OF CONFORMANCE

Eligible bidders need to fill in the Statement of Conformance provided below, sign it by an authorized representative of the company, and stamp it with the company official stamp. Enter “Yes” or “No” in the left column to indicate your conformance level (without any additional words or qualifying statements like “Agree in Principle,” “Agree with conservation,” ...etc.)

<b>Mandatory Requirements Checklist (Statement of Conformance)</b>	
<b>Agree &amp; confirm</b>	<b>Requirement</b>
	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 confirm that the prices provided in our commercial proposal are comprehensive, conform with the RFP requirement
	3. We have structured our technical and commercial proposals based on the RFP requirements
	4. 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.
	5. We conform that any missing item will be assumed at zero cost, and YW can't be held liable for any reimbursement or payment to be made.
	6. We have no hidden or un-declared cost items
	7. 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 Yarmouk Water Company.
	8. 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 Yarmouk Water Company
	9. We confirm that we have read and fully understood the USAID Procurement laws and regulations and shall comply with in full.
	10. We confirm and agree that our company will sign the contract directly with Yarmouk Water Company without any third-party or middleman
	11. We confirm that we have developed, provided information, and presented all the information required by the RFP and any additional information that will help Yarmouk Water Company to select the winning bidder.
	12. Non-disclosure Agreement. We hereby confirm that our company agrees to the YW NDA agreement and that all employees involved in the preparation of the proposal and proposed for project implementation have signed a similar NDA with our company

Authorized Representative Name & Signature:

## 5. NON-DISCLOSURE AGREEMENT

By

***Company Name***

*Company Address*

*Company P.O. Box*

*Company City and Zip code*

*Company Country*

*Company Tel:*

*Company Fax:*

*Company Commercial Register*

### RECITALS

- a) This Agreement discusses certain matters in connection with the RFP requirements, referred to in this Agreement as the "Business Purpose," which requires Yarmouk Water Company to disclose certain information to ***Company Name***; and
- b) In this Agreement, ***Company Name*** shall also be referred to as the "Eligible Bidder."

### THE ELIGIBLE BIDDER HEREBY AGREES THE FOLLOWING:

#### 1. Confidential Information

All information, whether commercial, financial, technical or otherwise, including without limitation all secret or confidential information of Yarmouk Water Company in whatever form, together with all analyses, compilations, data, studies, or other documents prepared by the Eligible Bidder which are derived from or in connection with such information or which contain or are based in whole or in part upon such information, shall be referred to in this Agreement as "Confidential Information".

#### 2. Disclosure of Confidential Information

Yarmouk Water Company hereto agrees to disclose and provide to the Eligible Bidder such Confidential Information as is necessary for the Business Purpose. The Eligible Bidder acknowledges that Confidential Information is a valuable, special, and unique asset belonging to Yarmouk Water Company. The Eligible Bidder agrees that they shall not disclose the Confidential Information of Yarmouk Water Company to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever. However, the Eligible Bidder shall be permitted to disclose Confidential Information on a need-to-know basis to all staff, both support and management, employed by it or any of its subsidiary, affiliated or associated companies, provided that the terms of this Agreement are made known to such staff, who will be bound by the terms of this Agreement.

Yarmouk Water Company further agrees that Confidential Information may be disclosed to the Eligible Bidder's professional advisers, agents, and consultants, provided that such professional advisers, agents, and consultants sign an undertaking relating to confidentiality on the same terms and conditions as contained herein.

The Eligible Bidder agrees that they shall not utilize, employ, exploit or in any other manner whatsoever use Confidential Information disclosed by Yarmouk Water Company other than for the Business Purpose without the express written consent of Yarmouk Water Company.

The Eligible Bidder shall restrict Confidential Information received from Yarmouk Water Company to the officers and employees of the Eligible Bidder on a need-to-know basis and will not, save as expressly provided in this Agreement, disclose Confidential Information to any other persons.

### **3. Title**

All Confidential Information of Yarmouk Water Company is acknowledged by the Eligible Bidder to be the property of Yarmouk Water Company and the disclosure of Confidential Information shall not be deemed to confer on the Eligible Bidder any rights to such Confidential Information.

### **4. Standard of Care**

The Eligible Bidder agrees that they shall protect the Confidential Information of Yarmouk Water Company using not less than the same standard of care that the Eligible Bidder applies to its own Confidential Information and that Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.

### **5. Return of Confidential Information**

Yarmouk Water Company may request in writing at any time that any written Confidential Information disclosed pursuant to the terms of this Agreement and any copies thereof be returned with a written statement to the effect that upon such return, the Eligible Bidder has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof, and the Eligible Bidder shall comply with any such request within seven (7) days of receipt of such request.

Any part of Confidential Information which consists solely of analyses, compilations, studies, or other documents prepared for Yarmouk Water Company and which the Eligible Bidder by agreement with Yarmouk Water Company does not return to Yarmouk Water Company will be destroyed by request of Yarmouk Water Company, and such destruction will be confirmed by the Eligible Bidder in writing.

Should Yarmouk Water Company make such a request to return or destroy Confidential Information and the Eligible Bidder has acted in accordance with the request, then the Eligible Bidder will have no further responsibility for the Confidential Information and any work products developed based upon such Confidential Information referred to in the request.

### **6. Excluded Information**

The obligations pursuant to this Agreement shall not apply to any Confidential Information that:

- a) Is or becomes publicly known, otherwise than as a consequence of a breach of this Agreement.
- b) is developed independently by the Eligible Bidder without access to the Confidential Information.
- c) is disclosed by the Eligible Bidder to satisfy the legal demand by a competent Court of Law or government body, provided, however, that in these circumstances, the Eligible Bidder shall advise Yarmouk Water Company prior to disclosure so that Yarmouk Water Company has an opportunity to defend, limit or protect against such production or disclosure, and
- a) provided further that the Eligible Bidder will disclose only that portion of Confidential Information, which is legally required to be disclosed, and the Eligible Bidder will exercise its reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information so required to be disclosed.
- d) is disclosed to a third party pursuant to written authorization from Yarmouk Water Company.
- e) consists solely of generalized ideas, concepts, know-how, or techniques relating to computer hardware or software; or
- f) is received from a third party without similar restrictions and without breach of this Agreement.

Except as provided above, the obligations of paragraphs 2, 3, 4 and 5 of this Agreement shall survive the completion of the Business Purpose or the termination for whatever reason of this Agreement.

## **8. Entire Agreement and Severability**

This Agreement contains the entire agreement with respect to the subject matter of this Agreement and supersedes all prior agreements by the Eligible Bidder pertaining to Confidential Information, whether written or oral, with respect to the subject matter of this Agreement.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

## **9. Notices**

All notices, demands or other communications under this Agreement shall be given or made in writing, and shall be delivered personally, or sent by certified or registered mail, with return receipt requested, addressed to the Eligible Bidder at the address set out at the head of this Agreement or at such other addresses as may be designated by notice from the Eligible Bidder, with a copy sent by Fax at such number as the Eligible Bidder hereto shall designate from time to time. Any notice, demand or other communication given or made by mail in the manner prescribed in this paragraph shall be deemed to have been received seven (7) days after the date of mailing.

## **10. Additional Provisions**

The Eligible Bidder acknowledges that a breach of this Agreement and unauthorized disclosure of Confidential Information is likely to cause substantial and irreparable damages to Yarmouk Water Company and therefore, in the event of any such breach, in addition to other available remedies, Yarmouk Water Company shall have the right to seek specific performance and/or other injunctive and equitable relief.

The Eligible Bidder shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms, provisions, and purposes of this Agreement. No amendment, interpretation, or waiver of any provisions of this Agreement shall be effective unless made in writing and signed by Yarmouk Water Company and the duly authorized representative of the Eligible Bidder.

The failure to enforce or to require the performance at any time of any one of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement or any part hereof or the right of Yarmouk Water Company thereafter to enforce each and every provision in accordance with the terms of this Agreement.

The headings of paragraphs are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

This Agreement may be executed in counterparts, all of which shall constitute one Agreement, and each such counterpart shall be deemed to have been made, executed, and delivered on the date set out at the head of this Agreement, without regard to the dates of times when such counterparts may actually have been made, executed, or delivered.

## **11. Governing Law**

This Agreement and the relationships of the Eligible Bidder in connection with the subject matter of this Agreement shall be governed by and determined in accordance with the laws of the Hashemite Kingdom of Jordan and the Eligible Bidder submits to the non-exclusive jurisdiction in relation to any legal actions or proceedings arising out of or in connection with this Agreement.

**12. Representations and Warranties**

The Eligible Bidder represents and warrants to Yarmouk Water Company that it is a corporation duly organized and validly existing in the jurisdiction of its incorporation. The Eligible Bidder represents that they have full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement.

**13. Validity**

This Agreement shall become effective from the date indicated at the head of this document.

The termination or the completion of the Business Purpose for any reason, shall not affect the obligations set out in this Agreement for a period of 5 years from the date of termination or completion of the Business Purpose.

The undersigned being the duly authorized representative of **Company Name** do hereby agree to abide by the provisions of this agreement.

**On behalf of Company Name**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 6. SCOPE OF WORK

### 6.1 Background

Jordan has one of the world's poorest sustainable levels of water resources to serve residents and other economic uses. The low precipitation levels, climate change impacts, severe level of water losses from the existing water distribution networks (about 50% non-revenue water (NRW)), and the rapid population growth and high numbers of refugees results in a highly challenging situation to keep the water supply at acceptable levels and to limit the heavy financial losses from the sector.

In addition, the Government of Jordan (GoJ) is planning to construct the Aqaba Amman Water Desalination and Conveyance Project (AAWDCP) "National Conveyor" to desalinate and convey water from Aqaba to Amman and the southern and northern regions in addition to other planned water supply projects. This necessitates identifying the required infrastructure to convey the additional quantities and the needed improvements to all recipient water supply systems to properly handle the additional water quantities and changes in resources (without which there will be excessive additional water and financial losses).

To deal with the challenges mentioned above and to enable YW to improve the efficiency of its operations and reduce water losses to the best feasible levels, YW needs a comprehensive, detailed master plan for the four northern governorates. This master plan will be integrated with the National Water Strategy and National Water Infrastructure Master plan which will be developed by the Ministry of Water and Irrigation (MWI) and WAJ with the support of USAID WGA project. In support of the water infrastructure master plan, Jordan also needs an overall and detailed hydraulic model for the northern governorates to support the GoJ, WAJ, and YW to achieve informed and sustainable improvement of the subject water systems and to plan for priority restructuring and rehabilitation of their water supply and distribution networks and identify the needed investments for the National Conveyor adaptation and other main changes.

#### 6.1.1 Objective of Study

The overall objective is to prepare a water master plan and detailed hydraulic model for the four northern governorates, including detailed assessments and surveys, and provide the national water infrastructure master plan with the details needed for identifying the future water investments.

This master plan shall study and evaluate the existing systems in the northern governorates and identify needed improvements. This plan is intended to assist the MWI, WAJ, and YW with decisions on cost-effective resource allocation and capital investment priorities to meet municipal water needs through the year 2050, taking into consideration expected population growth, demand trends, expected water loss reductions as per the new NRW water strategy (2022-2040), and the suite of currently planned strategic projects, particularly the national conveyor project that is expected to contribute to the water supply within the planning period.

The hydraulic model for the northern governorates will be a key input to the YW master plan and will also be an input to an overall detailed hydraulic model for the entire kingdom (northern, middle, and southern governorates) – the latter being a tool to support the GoJ to achieve measurable improvement within, and greater sustainability of, the water sector. In addition, it will provide a solid platform for the MWI to decide on water allocation and additional resources needed and their timing.

Most importantly, the model and master plan will guide sector investments by properly addressing priorities among existing and planned water infrastructure systems.

The study is expected to accomplish the following main outcomes:

1. Development of a hydraulic model (HM) taking into consideration intended future water resources, operation schemes, and system expansions.
2. Preparation of a master plan and development of capital investment priorities to meet Jordan's municipal water needs through 2050 for the project area, taking into consideration the anticipated NRW reduction as per the new NRW strategy.

### 6.1.2 Institutional background

Yarmouk Water Company is responsible for the provision of water supply and wastewater services in the Northern Governorates of Jordan. It is the legal successor of the Northern Governorates Water Administration, which was prior to its incorporation a Department of the Water Authority of Jordan (WAJ), experiencing recurring losses. Today, YW is a Limited Liability Company (LLC) that owns and operates all water production and distribution, sewerage collection, and treatment assets in its service area and bills and collects all associated charges as concessionaire of the services. It operates with stand-alone finance and management resources. It is wholly owned by WAJ, an independent administrative body subordinated to the Ministry of Water and Irrigation, which governs public water supply and wastewater service in Jordan.

## 6.2 Existing Water Supply Systems

The service area of YW covers the Northern Governorates of Irbid, Jerash, Ajloun, and Mafraq, with a global population currently around 3.16 million. Piped water supply services are provided to more than 95% of the population, but only 41% of the population is connected to the sewerage network.

Table 1: Jordan's Northern governorates population (2020) according to the Department of Statistics

Governorate	Population	Area (Km <sup>2</sup> )	Density (pers./km <sup>2</sup> )	Capital	Capital Population
Ajloun	118,496	412	651.21	Ajloun	199,400
Irbid	950,700	1,621	1236.2	Irbid	2,003,800
Jerash	156,675	402	667.41	Jerash	268,300
Mafraq	245,671	26,435	23.548	Mafraq	622,500

YW is organized into ten Regional Operating Units. Its physical assets include 240 wells and springs, 12 water treatment plants, 89 water pumping stations, 10,538 km of water pipes. Almost all of its water sources are located inside its service area. YW does not import significant amounts of water from other geographical areas.



The total length of pipes in the transmission and distribution system reaches around 7,700 km. While the existing transmission system is in reasonable condition, local distribution networks have been built with low standards and have inadequate hydraulic capacity to deliver good water service. Almost 80% of the pipe materials in the system are susceptible to rapid corrosion and deterioration, particularly the small, galvanized iron pipes and the larger steel pipes. Over half of the pipes are installed above ground, exposing them to damage from traffic and tampering.

YW is faced with a critical shortage of water resources. The utility has difficulty in keeping pace with the ever-increasing demand for potable water services, particularly during the summer peak demand periods. Determining the impact of existing, new, and proposed water sources on the available underground resources is a key challenge for YW. Due to this shortage of source water and restrictions in the distribution network, water is provided to customers on a “scheduled” basis. The majority of customers receive water only once per week. Currently, some areas of Jerash and Ajloun Governorates is supplied once every two weeks as per YW supply schedule.

### 6.3 AVAILABLE INFORMATION

The Consultant shall appraise and evaluate all the available data, and use the relevant data related to the study. Moreover, the Consultant shall get information from available studies at YW and he shall be responsible to collect all information of relevant projects and studies, whether previous, ongoing or planned in the foreseen future. This includes but not limited to new water resources projects, water supply projects, water network projects, land use, municipal development, and any foreseen project that need to be considered in the Master Plan preparation. The consultant shall collect all the information and utilize this information in the preparation of the YW proposed Master Plan.

A main requirement the consultant shall abide with, is the need to have close coordination and teaming with Miyahuna and their hired Middle Governorates Master Plan Consultant to ensure both Master Plans are in synch with regards of the national resource’s allocation and utilization and efficient distribution among the 8 governorates (middle and north).

### 6.4 Conceptual Design Stage

#### 6.4.1 DATA COLLECTION, INVESTIGATION, AND ANALYSES

The preparation of the proposed master plan comprehensive verified data. The collection and review of this data will allow the assessment of shortcomings in the existing database and the identification of areas where additional/supplementary or new data for planning purposes will have to be generated.

##### 6.4.1.1 RECORDS AND DOCUMENTATION SEARCH

A thorough search will be conducted of all relevant records in the possession of the local authorities, WAJ, YW and previous consultant's reports, including a check of previous and ongoing studies and designs, in order to review the present situation and confirm the strategic parameters.

Within the preparatory works, available data regarding the below-mentioned aspects will be collected and reviewed as to their reliability and suitability for the purposes of the preparation of the master plan:

- Background data on the national level, such as demographic development, development of gross domestic/national product - total and per capita, main economic activities, employment, income, and expenditure, to identify and assess the main national parameters and their importance for the proposed master plan.
- Demographic, socio-economic, and social data, covering the whole of the master plan area:
  - Spatial distribution of the population and population density.
  - Past and present rates of population growth of the urban and rural population.
  - Average size and composition of households, on the regional, urban, and rural levels.
  - Consumption patterns (structures and levels) of the target population, including domestic, commercial, touristic, and industrial usage, with particular attention to their water consumption (piped and informal water supplies).
  - Existing physical, socio-economic, and social infrastructure.
  - Development of the regional contribution to the gross domestic/national product - total and per capita, main economic activities, and employment.

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- The current situation regarding water services, the spatial distribution of supplies, seasonal, daily, and hourly variations in supplies, quality of supplies, etc.
- Development plans/ Land use – existing and future.
- Current water consumption records.
- Current resources its safe yield and production records including cost of cubic meter for each water source.
- O&M data, including the understanding of existing operation practice
- GIS Data.
- existing hydraulic models,
- As-built drawings.
- Previous studies.
- Planned water resources.
- Existing SCADA databases.

### 6.4.1.2 LITERATURE REVIEW

The Consultant shall collect and review in the Conceptual phase of the project all reports, and data related to the project area as follows:

- Past reports/studies.
- Key technical data on the production, consumption, network extent, service connections, pipe materials, age of pipework, etc.
- Confirmation of water resources.
- Existing data and reports on the distribution system and identification of broad expansion needs, metering needs in the distribution network, adequacy of transmission facilities to existing and proposed reservoirs.
- Demographic, population, and housing data.

### 6.4.1.3 COLLECT AND UPDATE OF AVAILABLE DATA

The Consultant shall collect and update all data related to existing systems as follows:

- GIS data.
- All available maps and drawings such as latest projects' maps.
- Data related to customers such as number of customers and their location, consumption, complaints (type and location) ... etc.
- Data related to the existing facilities.
- Any other data the consultant opts to be essential to complete the study.

### 6.4.1.4 MAPPING

To be able to understand and review the extent of the water supply system in the project area, proper mapping will be of critical importance.

Accurate network drawings form an integral part of many further planning and construction activities as well as for proper system maintenance and operation.

The consultant shall review the existing base maps in detail. Thus, the Consultant will have to carry out a thorough field survey to verify the as-built drawing, locate all pipelines, including valves, verify pipeline information collected by field survey teams for areas with no records and any new modifications to the network made by the Client to areas regions covered by as-built drawings, verifying interconnection details. Drawings shall be updated accordingly.

The consultant shall provide and review the following:

- Department of Lands and Survey (DLS) maps.
- Municipalities planning and land use maps; These maps are important for the project and will be the basis for the mapping and verification of the water system.
- Topographical maps.
- Geological maps.

### 6.4.1.5 FIELD SURVEY OF EXISTING SYSTEM FACILITIES AND NETWORKS

The Consultant shall visit and assess all water facilities that contribute to the water supply of the project area, such as well fields, pumping stations, transmission mains, and reservoirs. On this basis, the Consultant shall update the documentation on the present status of these facilities and propose necessary improvements. The Consultant shall also collect basic cost

parameters for investment and operation. Based on his own assessment, the consultant shall study the current operation scenarios and recommend the required development for those scenarios.

A comprehensive field survey of the existing water distribution network shall be carried out by qualified Engineers from various disciplines accompanied by the Client operators, who will actualize, review, and assess all aspects of the distribution, the mode of operation. At the end of this effort, the Consultant shall be able to prepare a system layout for all water systems for all pipes in GIS in accordance with the Client's pre-established database structure and layout of system facilities in AutoCAD. The main sources for the required data are:

- Existing network drawings.
- As built drawings.
- Knowledge of the Client operators.
- The Consultant's field Survey of the distribution networks.

The Consultant will review the existing network drawings in close cooperation with the Client staff. Missing information will be collected by field survey, which shall include pipe diameters, type, age, material, location, valves such as Air Release Valves, wash out, isolation valves, the exact location of pipeline interconnections (if not visible in valve chambers), comparison of the pipe routing in the field with the pipe routing at the map etc.

Where contradictions are evident, spot checks will be carried out on-site to confirm the existence of interconnections, diameter, and material of pipelines. Their technical conditions will also be assessed. The excavation of trial holes might be necessary at selected locations.

At the end of this exercise, a complete system layout for the entire water pipe network will be prepared in Arc-Info format and a layout of system facilities in AutoCAD format.

Where deemed necessary, pipe locations and connections shall be verified by utilizing pipe detectors, valve locators, and other equipment needed to execute the study. The Consultant shall provide the required equipment.

#### **6.4.1.6 WATER QUALITY DATA**

The consultant shall collect all data related to water quality for the water resources in the project area. The consultant shall also perform the necessary analyses of this data to be able to assess the current situation of the existing resources and perform a desk study and develop proposals accordingly as per the Jordanian Standards and specifications.

#### **6.4.1.7 REVIEW OF THE OPERATION OF THE EXISTING SYSTEM**

The consultant shall review the operation of the existing system by collecting and studying any related data and information. This shall enable the consultant to model and analyze the existing system. The consultant shall also prepare hydraulic schematics (elevational diagrams) for the existing system.

### **6.4.2 PREPARATION OF DESIGN CRITERIA**

The consultant shall prepare the design criteria for all related components, in addition to the design criteria for the restructuring, rehabilitation, and extension of existing systems, and take into account the international design standards.

### **6.4.3 POPULATION AND DEMAND PROJECTION**

Based on available maps and other information, the Consultant shall verify the settlement pattern and economic activities within the study area with special concern towards water consumption categories needed for the assessment and forecast of the water demand. Assessment of population number and density and its future expected development should be executed on the basis of town sub-areas by appropriate means to be explained by the Consultant. In particular, he shall:

- Evaluate records on average water consumption and population
- Analyses seasonal, daily, and hourly fluctuations in the water demand taking into consideration the intermittent supply in his assessment.

### **6.4.4 EXISTING WATER DISTRIBUTION SYSTEM HYDRAULIC MODELING**

The consultant shall use Bentley Water GEMS for all hydraulic modeling required in this contract since this software is adopted by YW.

As a first step, the existing water supply system for the project area, including transmission mains primary and secondary networks, shall be analyzed, and assessed to identify the actual deficiencies of the system and their causes. On this basis, a concept for the network's optimization and restructuring shall be elaborated.

- The model shall include pipes of 100 mm diameters and above. Main distribution pipes with diameters less than 100 mm shall also be added to the model. In addition, any other pipe or elements of any size considered as relevant to modeling and analysis shall be added.

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- Verification of the existing transmission main lines and primary networks, their hydraulic capacity and its sufficiency for well defined, clear hydraulic conditions and preparation of proposals for reinforcement.
- Verification of the existing secondary pipe system, its hydraulic capacity and later on recommendations for its reinforcement and restructuring.
- Review of existing supply zones (hydraulic zoning).
- Analysis according to existing supply schemes.
- Review of existing storage capacities.

Based on the hydraulic analyses results, the Consultant shall identify existing bottlenecks problem areas in terms of extremely high or low pressures.,

Considering the results of these investigations, the Consultant shall then identify and discuss technically and economically feasible development strategies for the existing water supply system regarding a phased implementation of proposals. Special emphasis shall be given to the graphical presentation of the schematic layout of the proposed system variants. Layouts shall indicate the basic elements of the revised systems, recommended zoning, proposed network modifications, etc., all considering the envisaged extension of settlement areas and future water resources.

### 6.4.5 KEY DELIVERABLES

The following represent the deliverables at this stage:

- Site investigation report and drawings.
- Conceptual report including all findings and conclusions during this stage.
- Conceptual phase drawings.

## 6.5 Master Plan and Preliminary Design

### 6.5.1 Network Analysis and Modelling

#### 6.4.1.8 FUTURE WATER SYSTEM HYDRAULIC MODEL AT YEAR INTERVALS

The developed model shall be used for operation optimization regarding the required flow and pressure for the different supplied zones. The model is required to be flexible, so different operational scenarios can be tested. The hydraulic model for the proposed system shall be developed in 5 years intervals and up to the planning horizon of 2050.

According to the results found. The Consultant shall recommend operation strategies (for pumps, main transfer lines, reservoirs, and distribution network) for the water supply system.

The particular tasks of the Consultant shall include:

- Proposals of water supply taking into consideration the future water resources and their expected capacity, commissioning dates, and the required transmission systems to convey the water to the distribution system.
- Proposals for gravity supply to the extent possible and feasible.
- Proposals for new system facilities or modifications to existing facilities required to accommodate future demands and the restructuring works.
- Continuous supply when and where possible.
- Proposals for improved distribution and pressure zoning (hydraulic zoning), metering districts, etc.
- Preparation of an emergency plan in case of big problems (Failure in the main pump stations or breakage in the main transmission lines. Scenarios will be agreed between the Client and the Consultant.
- Update the water balance, as well as sub systems balances.

#### 6.4.1.9 RESTRUCTURING AND REHABILITATION RESULTS

In close cooperation with the client, the consultant shall establish a Restructuring and Rehabilitation strategy to ensure that all efforts should target water loss reduction and meet current and future water demand.

Physical losses can be dramatically reduced by pressure reduction and the replacement of corroded pipes. The proposed strategy of restructuring the system into manageable distribution zones and the further division of district zones for both monitoring and pressure control is, therefore, the most appropriate response to reducing water losses.

To achieve this strategy, the consultant shall propose a division of the project area into three levels of water supply zone:

- Resource Zones – linked to the major water resources.
- Distribution Zones – linked by a system of transmission mains and pumping stations to supply large reservoirs, which provide gravity supply as far as possible to the distribution networks.

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- District Zones – a sub-division of distribution zones, the extent of the zone being designed to limit water pressures (as much as possible) to 5 bars and the minimum to 2.5 bars at average flow, allowing some variation according to the demand condition.

Pressure control shall be achieved using Pressure Reduction Valves (PRVs) to limit the maximum and minimum pressures. The design shall also include installing bulk meters to measure flow in the distribution and district zones to better control and understand NRW at all parts of the network.

The use of additional storage in the distribution zones reservoirs can lead to a reduction in chlorine content. Both hydraulic and quality aspects can be effectively investigated and mitigated using appropriate network analysis of water systems.

### 6.5.2 Preliminary Design Drawings

The components of the preliminary design for the priority projects in the first 10 years shall be provided in sufficient detail and in the appropriate scales to be incorporated in the final design. This will comprise the following:

- System schematic showing the primary system and system facilities.
- Elevation diagram for the proposed water distribution system showing main distribution zones and their districts.
- General layout of the whole primary system showing proposed pipes.
- Layouts of the restructured and rehabilitated distribution system showing distribution and districts zones boundaries.
- Layout and dimensioning of the proposed facilities.
- Details of the proposed renovation work in the existing facilities.

Based on the hydraulic analysis, all of the basic parameters for the water distribution and storage system shall be compiled and presented for the client's approval. These will include average demand and peak seasonal and diurnal demand, storage facility requirements, pumping stations, operational requirements including chlorination, and minimum and maximum pressure standards.

The overall layout of the water distribution system, the location of the pumping station(s), and water storage facilities will be prepared as part of the preliminary engineering design.

The proposed works identified in the preliminary design and hydraulic analysis shall be broken down into suitable priority projects and phases as agreed with the Client and shall be supplemented by the related implementation and budget requirement schedule. The implementation schedule and the related schedule of budget requirements shall allow for a flexible updating/modification of cost and implementation sequence to enable the Client to apply for funding of packages by donor agencies as well as local budgets.

Special emphasis shall be given to mapping and graphical presentation of all results, as recommended zoning for metering, pressure and flow control, the indication of necessary network modifications, network plans, etc.

Standardized drawings for major elements and /or structures of similar nature to the distribution system (such as valve chambers, air release valves, house connections, washouts etc.) shall be contained in the Consultant's presentation.

### 6.5.3 Identification of a Priority Program for Systems Improvement

It can be assumed that a number of technically and economically viable program measures will compete for a limited amount of funds budgeted for the project.

In such a situation, it becomes necessary that the consultant shall develop a priority investment program that optimizes the anticipated impacts of the proposed measures under the existing budgetary constraints.

As far as the elaboration of a priority investment program for the proposed program is concerned, the Consultant shall proceed along the following lines:

- Ongoing projects and the existing financial commitments for implementing projects in the northern governorates.
- In general, measures will be considered for inclusion in the priority investment program only if the results of the economic cost/benefit analyses demonstrate their technical and economic viability; this usually would mean that the resulting economic internal rates of return of the measures concerned must exceed or at least be equal to the imputed rate of opportunity costs in Jordan or as directed by the Client.
- The selection criteria of priority works are to be addressed through needs and urgency, and the priority is to be based on the required infrastructure to convey the future water resources with the water distribution system and reduce NRW, achieving an acceptable level of service, and covering poor-income areas.
- Based on the preceding, scores shall be attributed to measures concerning the required transmission system and the reduction of NRW (high scores), among other factors to be agreed with the Client.
- When different project/program components/measures compete for limited funds, the most appropriate multi-criteria matrix to be adopted when determining the sequence of measures to be implemented.

- Following this, those measures would be included in the priority investment program, in decreasing order, which have the highest products (net present value times score) up to the point where the accumulated financial investment costs related to the measures considered for inclusion in the priority investment program are equal to the volume of funds available for investment purposes.

#### 6.5.4 Investment Costs

The design horizon for the Master Plan is to be the year 2050. The phased implementation of the proposed measures should take into consideration the physical and/or economic lifespan.

During the course of the preliminary design, a number of alternative solutions for the different water supply systems will be developed.

Construction cost estimates will be prepared for all proposed rehabilitation and new works recommended for the existing water supply facilities.

In order to provide a realistic cost estimate, the construction cost estimates will be based on:

- Pipe and plant manufacturers' current supply prices.
- Current rates for similar types of work in Jordan.

The accuracy of the construction estimates will depend very closely on the collection of data from similar projects in Jordan. In this respect, rates should be adjusted for inflation and the special characteristics of each project area.

The preliminary bills of quantities shall include the main components e.g., pipe material, pipe laying costs (main lines and distribution), pumping stations, wells, pumping plant, storage facilities, global costs for power generation and supply. Provision for physical and financial contingencies shall also be included.

The preliminary designs and bills of quantities will be drawn up in a manner to enable the Client to proceed rapidly to the final/ detailed design and tender documentation.

#### 6.5.5 key deliverables

The following represent the deliverables at this stage:

- Master plan report.
- Detailed hydraulic model for all northern governorates with source data
- Preliminary design report and drawings.

### 6.6 Detailed design and preparation of tender documents for Al Oyoum district in Ajloun governorate, Jerash city, and Al Mi'rad district in Jerash governorate

The hydraulic model for the existing and proposed distribution networks for the detailed design areas are ready with the Client and the Consultant is required to verify the hydraulic model before proceeding into the detailed design and preparation of tender documents.

Tender documents for the contract packages to be agreed by the client shall be prepared to the highest standard considering USAID requirements.

The scope under the detailed design will include the development of the works identified in the preliminary design phase for the following:

- Upgrade the Primary Water System connecting between Al-Tanour, Ba'oon, and Shtafaina and restructure Al-Oyoum District water network in Ajloun governorate. The works include:

-Construct a primary water pipeline connecting Al-Tanour, Ba'oon, and Shtafaina in Ajloun Governorate and rehabilitate the existing pump stations in Al-Tanour and Ba'oon and connect to the SCADA system. Implement water network restructuring works in Al-Oyoum District in Ajloun Governorate.

- Upgrade the Primary Water System between Ras Moneef and the new reservoir(s) to supply the project area in Jerash governorate and restructure the water networks for Jerash City and the five localities within Al Mi'rad District: (Sakib, Nahla, Raymoun, Ketteh and Al Hasainiyyat). The works include:
  - Construct a new pipeline connected to the existing pipe from Ras Moneef Reservoir to the project area.
  - Construct new reservoir(s) required for the restructuring in accordance with the design and connect to the existing Supervisory Control and Data Acquisition System

- Implement water network restructuring works at five localities (Nahleh, Ketteh, Raimoon, Sakeb, Hasainiyyat) in Jerash Governorate and
- Supply, install and commission all the material required to refurbish Al-Qairwan pump station in Jerash governorate and connect them to the Supervisory Control and Data Acquisition system

#### **6.6.1 Perform Topographic Surveys for New Mains and proposed facilities**

A review of available plans and surveys that has been gathered in the earlier phases of the project and its suitability to prepare a detailed design for the proposed works in the project area.

Most up-to-date street maps for the project areas shall be used; these drawings should be checked and updated according to the latest Land and Survey Department maps, the Ministry of Municipalities, and Rural Affairs maps. The consultant will check the accuracy of these maps through his field survey and the topo-survey work. Survey and leveling along the main pipelines (with diameter 100 mm and larger), alignment will be required to prepare construction profile drawings at 1:1000 scale horizontally and 1:100 vertically.

Performance of the additional surveys will be undertaken to ensure compliance with the work requirements. The surveys performed will include:

- Topo survey of routes of the proposed mains with diameters 100 mm and larger and the proposed zones boundary.
- Field survey for the new house connections which will include plot number, basin, details of water network inside the property, location of the water meter, and the optimum way for connecting the plot to the main network in the street.
- Location of existing services to the extent possible.
- Topo survey for the proposed system facilities.

#### **6.6.2 Carry out Geotechnical Investigations for Proposed Facilities**

The purpose of geotechnical investigations is to determine soil properties at the chosen proposed facilities sites in order to design the foundations for the structures. The Consultant shall determine the requirements for geological stability of the sites and for soil surveys and foundation investigations.

The Consultant will submit for approval the test and investigation program. The investigation program will also include tests at the proposed primary mains routes as follows:

- One borehole drilling (core drilling except in chert) 3 m deep per three-kilometer length of main.
- Three penetration tests per site, if needed.
- laboratory tests: moisture content, dry density, Atterberg limits, oedometer tests, specific gravity, direct shear.
- evaluate the aggressiveness of soil by resistivity tests.

The routes of the proposed primary mains shall also be investigated as to the kind of soil, so that rocks and rocky soils can be avoided, and if necessary.

The Consultant shall bear the cost of performing the soil investigation.

At the end of the investigations, the consultant will present a geotechnical report. This will define the various assumptions to be considered in designing the structures foundations.

#### **6.6.3 Prepare Final Design Criteria**

The consultant shall prepare the final design criteria, which will form the basis for developing the final engineering plans and specifications.

Design criteria will include such information as types of pipes, relevant standards codes for pipe, pressure class; types of joints and fittings; protection, lining, and coating of pipes; depth of cover; types of backfill, road reinstatements, electromechanical works, requirements for chambers, etc.

#### **6.6.4 Prepare Detailed Design**

The scope of work shall comprise but not be limited to:

- Detailed design and structural calculations and reinforcement drawings for all civil structures. Detailed design of pipe works in or outside buildings and detailed design of electromechanical installations.
- Detailed design and field verification of zone boundaries (including topographical survey) in order to allocate plots and their service connections to distinct zones.
- Detailed design and field verification of works needed for isolation of the individual zones, such as cutting of pipes, relocation of connections, required gate valves, etc., taking into consideration the operation of the water system remains within the design criteria limitations.

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- Required PRV's and pressure parameters (night/day, winter/summer, upstream/ downstream).
- Detailed design and hydraulic verification of the defined zones with respect to reinforcement and replacement pipes and defined locations of reservoirs and pumping stations.
- Detailed design and field verification (incl. topographical survey) of locations for manholes and chambers for air valves, bulk meters, PRV's, washouts, etc.
- Detailed design and field verification (incl. topographical survey) of locations for reservoirs and pumping stations.
- Detailed design and field verifications, including topographical surveys and longitudinal profiles for all proposed pipes with diameters of 100 mm and larger.
- Design of ground reservoirs (whether new or extension of existing ones), elevated reservoirs (water towers) and pumping stations (whether new or modification of existing ones), and well facilities.
- Detailed design of electromechanical works, including cabling, control equipment, panels, power supply, etc., and all electrical works.
- Prepare a design report including detailed design calculations, input, output, applied theory, discussions, and recommendations, including all the input data, output results of all verifications, assessment, analysis, and recommendations.
- The consultant shall prepare the design for introducing the System Control and Data Acquisition (SCADA) system for the project area.

### 6.6.5 Prepare Tender Design Drawings

Prepare the detailed design drawings for all the needed works as per the following requirements:

- Pipeline Drawings: Preparing drawings with appropriate scale to show lot number, route, type, and diameter of water lines, including isolation valves, washout valves, air relief valves, pressure-reducing valves, ... etc. All other existing utilities such as electric cables, telephone cables, and sewers shall be shown on a separate drawing of the same scale.
- System Facilities Drawings: Preparing drawings with an appropriate scale for the pumping stations (to show the contents of each pumping unit, suction and delivery components, etc.) well fields (to show site plans, piping and fittings, etc.), reservoirs (to show plans, inlet and outlet water lines, drainage lines, etc.) and other required buildings and facilities (to show architectural, civil mechanical, electrical details).
- Profile Drawings: Preparing profile drawings for each design drawing of pipelines at a vertical scale of 1:100 and a horizontal scale of 1:1000 which show clearance(s) between proposed construction and existing utilities, including sewers and power lines. The aforementioned drawings and respective scales are considered minimal to show the work adequately.
- Special structures to scale 1:50 (chambers, manholes, etc.).
- Typical details of pipeline construction.

### 6.6.6 Prepare Conditions and Technical Specifications

Detailed instruction to bidders, Conditions of Contract, and Technical Specifications shall be prepared in this task. Specifications shall clearly set forth the work to be performed and the materials and workmanship clearly and precisely. Specifications shall be prepared by considering the USAID source and nationality requirements.

The specifications will cover all materials and types of work included in the project. The specifications will be consistent with the plans and vice-versa. The Conditions of Tender and Conditions of Contract will be prepared in general compliance with "International Conditions of Contract for Works of Civil and Mechanical Engineering Construction" and as directed by the Client.

### 6.6.7 Prepare Schedules and Bills of Quantities

Schedules and Bills of Quantities will be prepared in this task suitable for Tendering. The Schedule and Bills of Quantities will define work to be undertaken and provide quantities of work for the several types of material and construction work to be performed. The Schedules and Bills of Quantities shall be prepared in accordance with normal procedures, which will be discussed and approved by the client.

### 6.6.8 Prepare Confidential construction Cost Estimate

Final cost estimates will be prepared based on unit costs for each item in the Bills of Quantities. The unit costs will be based on a detailed analysis of the cost of equipment, materials, labor, and the contractor's overheads and profit to complete the work.



### **6.6.9 Training and Know-How Transfer**

Two engineers from the Client staff will be seconded to the Consultant during the whole duration of the contract. The Consultant shall work with Client staff day by day and make his duties clear for them. The staff will be fully seconded and integrated into the consultant's team. After the completion of the work, the Client engineers are expected to:

Fully understand the methodology used for the establishment of the hydraulic model.

Fully capable of updating the hydraulic model based on the required modifications to the hydraulic system.

Utilize the hydraulic information for the use of the operational department. Carry out the hydraulic simulation of different operational scenarios and test the results. (Fixing parameters and simulating the effect on the others).

Train new Client engineers and technicians on using the applied computer model.

The consultant is required to organize training sessions (and provide training documents, hard and soft copies) for the future hydraulic model main/administrative users. These users should then be able to train other users.

## **6.7 Expected Outputs**

The following schedule for deliverables shall apply:

Deliverables	Duration	Sequence
Inception Report	1 Month	After commencement
Draft Conceptual Report	3.5 Months	After commencement
Conceptual report presentation Workshop	Full-day workshop	Within 3 days from submitting the draft conceptual report
Comment and review by the Employer	2 weeks	After Submitting the Draft Conceptual Report
Final Conceptual Report	2 Weeks	After receiving comments
Draft Master Plan and Preliminary Design Report	3 Months	After approval of the conceptual report
Draft Master Plan Presentation Workshop	Full day workshop	Within 3 days from submitting the Draft Master Plan and Preliminary Design report
Comment and review by the Employer	2 weeks	After Submitting the Draft Master Plan and Preliminary Design report
Final Master Plan and Preliminary Design Report	1 Month	After receiving comments
Draft Detailed Design Report and tender Documents for Jerash city, Al Mi 'rad district in Jerash governorate and Al Oyoun district in Ajloun governorate.	5 Months	After commencement
Comment and review by the Employer	2 weeks	After Submitting the Draft Detailed design
Final Detailed Design Report and Tender Documents for Jerash city, Al Mi 'rad district in Jerash governorate and Al Oyoun district in Ajloun governorate.	2 weeks	After receiving comments

All reports shall be submitted in the draft and final versions. The Consultant shall consider a time of 1 week for commenting by the client on the other deliverables

The Consultant shall submit two copies of each report. All reports shall contain an executive summary and shall be prepared in A4 format. A separate volume in A3 format may be prepared containing plans and drawings. In addition to these hard copies, all documents (reports and drawings) have to be provided in digital format (MS Word and pdf-format, MS Excel, Water GEMS, drawings in AutoCAD, GIS, and pdf-format) in English.

## 6.8 Implementation schedule

The project duration of services from the date of commencement is 12 months. The consultant shall prepare an implementation schedule within his offer.

## 6.9 staffing

The Consultant must demonstrate that he has suitably qualified and experienced experts among its key personnel, who have the appropriate level of academic and professional qualifications and experience gained in similar projects to recognize and to deliver with respect to the management requirements.

The consultant shall submit a staffing schedule with the following minimum requirements:

- **Project Manager**
  - 15 years of professional experience in the water sector.
  - University degree in water resources management, hydraulics, hydrological and hydraulic modeling, civil or environmental engineering, or equivalent.
  - Project management for at least 5 projects of similar nature in preparation of master plans or and hydraulic modeling, feasibility studies and detailed design of water supply projects.
- **Hydraulic Modeler**
  - 10 years of professional experience in the water sector.
  - University degree in civil engineering or comparable fields.
  - Sound experience in hydraulic modeling of water supply systems for at least three projects.
- **Civil Engineer / Water**
  - 15 years of professional experience in water projects.
- **Civil Engineer / Structural**
  - 15 years of professional general experience with at least two similar projects
- **Electrical / SCADA Engineer**
  - 15 years of professional experience in water supply projects.
- **Mechanical Engineer**
  - 15 years of professional experience in water supply projects.
- **CAD Operators**
- **GIS Specialist**

## Appendix (1)

**Engineering services contract (C 1)2006**

**For the preparation of studies, designs, and documentation for the project of:  
Detailed Water Master Plan for the  
four Northern Governorates  
(Irbid, Jerash, Ajloun, and Mafraq), and Tender Documents for the  
Works in Al Oyoun District in Ajloun and Al Mi'rad District in  
Jerash**

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**First party: The Employer:  
Yarmouk Water Company**

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**Form of a contract agreement of Engineering Services (C1) Studies, Designs and Documents Preparation of Tender**

Project:

**Detailed Water Master Plan for the four Northern Governorates (Irbid, Jerash, Ajloun, and Mafraq), and Tender Documents for the Works in Al Oyoun District in Ajloun and Al Mi'rad District in Jerash**

Tender No.:

**YWC-FARA 7-1.1,1.2 & 1.4/2022**

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This agreement was made on..... Day..... Month.....year....., between the Employer:  
.....as the first party, Represented by  
.....

And the Consultant ..... as the second party,  
Represented by .....

Whereas as the first party is willing to acquire technical services such as studies, designs, and preparation of the documents of tender to implement the project stated here-in-above, and

Whereas he had been accepted the proposal submitted to him by the second party, it was agreed between the two parties on the followings:

1. The words and phrases mentioned in this contract shall have the same meanings set forth in the condition of Contract for construction FIDIC(1999) issued by the Ministry of Public Works & Housing in addition to the Definitions that provided in article (1) of the general conditions of this contract. In the event of any misinterpretation, the definitions of this contract shall be prevailed.

**2.** The documents listed here-in-below are an integral part of this contract, and as a whole, they shall be considered an integrated unit, and the order of priority of the documents shall be according to the following sequence:

- A.** The Letter of Acceptance including the resolution of award.
- B.** Tender
- C.** Instructions for the participants in the tender, Tender Invitation and addendums that are issued prior to the signing of contract.
- D.** The particular conditions of the contract.
- E.** Terms of reference
- F.** General conditions.

**3.** A. The accepted contract amount in figures: ( ) Dinars.

In writing: ( ) Dinars.

B. Time for completion: ( ) days. In writing:

( ).

This shall include the period required for review and evaluation by the first party.

- 4.** The second party agrees to carry out the preparation and the engineering service required from him under this contract and accomplishes and delivers in accordance with this contract.
- 5.** The first party agrees to pay the second party the amount of the contract (Remuneration on the dates and manners) hereto against providing the Engineering Services required by the second party under this contract.

According to what has been stated here-in-above, this contract was signed in the above-mentioned date.

First party  
The Employer

second party  
the Consultant

Signature -----

Signature -----

Name -----

Name -----

Profession -----

Profession -----

Witnesses: Signature

## **General conditions of the engineering services contract**

### **Article (1)**

#### **- Definitions:**

The following words and expressions wherever mentioned in this contract shall have the same meanings assigned to them here-in-below, and the words that refer to persons or parties include companies and other legal entities unless the context requires otherwise:

**The Government:** Government of the Hashemite Kingdom of Jordan.

**The Employer:** The party referred to as the first party in this contract, as well as his legal successors who contract with the consultant to accomplish the engineering services covered by the contract, or any other party delegated by the employer to practice the powers and responsibilities of the first party, provided that the consultant should be notified of this in writing.

**Employer's representative:** The person who is appointed by the employer to follow-up the work of the consultant under this contract and have the powers that have been identified by the employer, and the consultant should be notified of this in writing.

**The Consultant:** The Office (Engineers office, engineering firm, office or consulting firm), or a joint venture referred to hereto as a second party and who was contracted by the employer to perform engineering services in accordance with this contract.

**Engineering services:** Preparation of studies, designs, construction tender documents and Drawings, technical specifications, bill of quantity, the general and particular provisions in



accordance with what is specified in this contract as well as its appendices and special conditions.

**Terms of reference:** The objectives, goals, the scope of the required tasks, studies, basic data, and information that provide a clear idea about the nature of the required engineering services.

**Tender:** The proposal submitted by the consultant to the employer for the accomplishment of engineering services under this contract.

**Letter of acceptance:** The Employer's official acceptance of the tender along with any additional conditions agreed by the two parties prior to the signing of the contract in accordance with the Resolution of the award.

**Accepted contract amount:** The total amount mentioned in the letter of acceptance for the performance of the required engineering services in accordance with the contract.

**Contract amounts** : The accepted contract amount in addition to any increase or decrease because of amendments that may occur on the contract.

**Approval:** The written or oral approval that followed by a written confirmation.

**Duration of the work:** It is the time for completion specified in the contract to perform the works of the contract which includes the time needed for review and auditing by the first party in addition to any justified extensions on the duration of the contract. Such extensions shall be calculated by the solar calendar and by the number of calendar days but not by days of business.

**Documents:** The documents that are included in this contract, which they shall be considered an integrated part thereto.

**The site:** Lands, premises and the sites identified by the employer or designated to complete the works subject of this contract, as well as any other places under the contract specifically considered as part of the site.

**Provisional sum:** The amount or amounts that are included in the Abstract of Remuneration and payment and earmarked for expenditure on any works or other services identified in the contract. A separate item shall be specified for any of them in the abstract of remuneration.

**The Others:** The persons of non-staff members.

**Employee:** The official, employee, representative or agent who works for the employer or his representative and including employees of government institutions or companies that the government contributes to.

**Other payments:** All fees, commissions, consulting fees, agents or any other fees whether direct and indirect or anything of a financial value paid or agreed to be paid by consultant or agreed to pay for "others", which includes but not limited to, a detailed description of these payments, whether paid or would have been paid directly or indirectly by the consultant or on his behalf, his consultants or by any of their employees, agents or representatives, with respect to the invitation to submit offers for the implementation of this contract or the bidding process, award to the consultant or the negotiations in progress in order to conclude the contract for implementation.

**Illicit Payments:** All amounts whether they were fees, commissions, fees of consultations, agents' fees or others have been paid, directly or indirectly, or anything of a financial value, promises, commitments to pay such amounts, the offer these things, whether directly or through a mediator regardless of whether this was done by the consultant or on his behalf, his subcontractors or on their behalf, any of their employees, agents or representatives which is paid to any official acting formally or informally, with respect to the invitation to submit offers for the implementation of this contract or the bidding process, award to the consultant or the negotiations in progress in order to conclude the contract for implementation.

**Audit Committee:** A committee composed of representatives from the engineering consulting offices qualified by the Government Tenders Department in conjunction with specialized engineers from the Ministry of Public Works and Housing and one representative or more of the competent party. They shall be officially nominated

and assigned through a formal letter issued by the Minister of Public Works and Housing. The functions of such committee shall be limited to the auditing of studies, designs and tender documents in all stages, and it shall convene its meetings in the building of the Ministry of Public Works and Housing.

With regard to the projects that are Audited in the other Ministries and Institutions, the Ministry of Public Works and Housing will be replaced with such Ministry or Institution, as well as the Minister of Public Works and Housing will be replaced with the Minister of such Ministry or whoever heads that institution.

**Article (2)**

**- Description of work in the scope of the contract:**

Description of the project must include the following:

A general description of the project: it must include a thorough and detailed description of all elements of the project and its requirements, and they should be sufficient to enable the consultant to be acquainted with the scope of the engineering services required under this contract.

**Article (3)**

**- The ruling language and governing law**

- A. The contract shall be in Arabic, including all correspondence and relevant conditions, however, the specifications and bill of quantity, Drawings and technical reports might be in English and if a contract was made in Arabic and English, and a discrepancy occurred over the interpretation of the text, the version in Arabic shall prevail.
- B. The Jordanian provisions of the laws, regulations and instructions in force, shall be applied upon the signing and they should be observed when applying to the conditions of this contract.

**Article (4)**

**- Taxes and Duties:**

1. Parties to the contract are subject to all laws, regulations and instructions in force in the Kingdom with respect to taxes unless the context of the contract provides otherwise.

**Article (5)**

**- Performance Guarantee:**

Prior to the signing of the contract and after receiving the Resolution of award, the consultant shall provide the employer with a performance guarantee to ensure the performance of the engineering services and fulfill the obligations set forth under the contract for a period three months subsequent to the duration of the contract and the guarantee shall be by 10% of the accepted amount of contract issued by a bank or financial institution formally authorized and according to the Guarantee Form stated In the event that if it was necessary to extend term of the guarantee, the employer shall have the right to do so at the expense of the consultant for three months, subject to renewal for similar periods as the exigencies of the work requirements. The employer shall release guarantee as soon as he approves the final statement submitted by the consultant.

**Article (6)**

**- Level of performance:**

- A. The consultant shall do his utmost to perform his duties required of the highest standards of professional practice and the use of qualified people in

their respective fields of competence and experience, and he shall inform the employer with the names and experience of engineers who will be providing the engineering services.

If the employer found out that the level of professional performance of the technical staff is not compatible with the required level, he has to inform the consultant in writing, and the consultant, in this case, should hire new technical cadres, if necessary, to rectify the situation and he has to re-organize of the Working staff in conformity with this requirement. The consultants should take into account the observations required or guided by the employer or his representative in all matters related to the performance of the engineering services the subject of this contract.

- B.** If the consultant failed to provide the required level of professional services, it shall be considered a default, in this case, the employer shall have the right, after setting him a warning, to take the essential action to set the default straight and correct the errors. This procedure shall be conducted in accordance with Article (12) hereto.

#### **Article (7)**

##### **- Validity of the contract, commencement, extension of work duration, delays in providing the required services:**

- A. Validity of the contract:** The contract shall enter into force as soon as signed by the two parties.
- B. Commencement date:** The date of commencement shall be determined by written notice from the employer to the consultant promptly after the employer handing over the site or parts thereof to enables the consultant to start the work. This action must be set in a formal minute of meeting indicating the readiness of the site and any other impediments, if any. Such minutes of meeting should be signed by the employer or his duly authorized representative and consultant.
- C. Extension of Time for completion:**
  - 1.** In the event that the employer has requested additional engineering services and these services were of the kind that justifies the extension of the time of work in any stage of the project or in the case of any unforeseen circumstances affecting the progress of work, the employer

Shall discuss the situation with the consultant. Accordingly, the duration of the contract will be extended as a result of the extension of the duration of any stage of the work in line with these matters.

2. if the employer took time to review longer than what was stated in the schedules of the stages referred to in Article (16) afterward hereto, the duration of the work will be accordingly extended except for what was caused by a failure of the consultant to carry out his functions, the employer shall take into account not to extend the review periods in a manner that would affect the consultant negatively, otherwise the employer shall, upon a request from the consultant, studies the damage he suffered and caused by the extension of the review period for purposes of compensation.

**D. Delay:**

1. If the consultant did not fully implement his commitments to accomplish the engineering services required under this contract and within the specific duration of work, and he was delayed in delivering the Drawings and tender documents, he shall pay a delay damage of ( ) For each unjustified day of delay. This amount shall be due to the employer, whether he suffered from a financial damage due to delay or not. In this case the employer shall have the right to deduct the amount from consultant's remuneration, guarantee or any retention. For the purposes of determining the amount of the delay damage, the total duration of the whole work of the contract in addition to the delay occurred shall be calculated together not each stage separately.
2. The maximum limit of delay damage should be (15%) of the accepted contract amount.

**Article (8):**

**- Duties of the Consultant:**

The consultant shall perform the duties stated in the terms of reference.

**Article (9):**

**- Assignment and sub-contracts:**

- A. The consultant is not entitled to assign any part of this contract to others or entrusted to any sub-consultant to carry out any part thereof unless provided for in the contract documents and the employer is entitled to terminate the contract as a result of any such behavior in accordance with the provisions of Article (12) of this contract.
- B. In all cases, the consultant shall obtain prior approval from the employer to carry out any work by any sub-consultant and he shall provide the employer with the information required for any proposed sub-consultant in terms of qualifications, experience and competence to carry out such work, as well as to submit the sub-contract of assignment intended to be signed between him and the sub-consultant. The consultant shall be fully responsible for all engineering services, and any default or omission resulting from the work of the sub-consultant or his employees.

#### **Article (10)**

##### **- Site investigations:**

- A. Unless the special conditions specified otherwise, contracting with a site investigation consultant with shall be done by a separate contract between the employer and the site investigation consultant to explore the site according to the following conditions:
  - 1. Soil consultant shall be fully liable for the performance of his full tasks.
  - 2. The task of the consultant (the second party in this contract) is to put a description of the work required for the site investigations (subject to the provisions of the approved code of site investigation). The consultant shall also monitor the course of the investigation during the process and provide the employer with an evaluation report on the process of the site investigation.
- B. If the special conditions have stipulated that the studies and investigations of the soil shall be the responsibility of the consultant, then a prior approval from the first party should be obtained before contracting with a site investigation consultant.

#### **Article (11): -Variations and additional works:**

- A. The employer shall have the right to request to make any amendment he deems necessary to the program, quality or quantity of the engineering services or to provide additional engineering services, so as not to affect, these changes or additions, the validity of this contract. The defined of the remuneration for the additional works resulting from the increase in the value of the work, as well as the increase in time required more than was provided for in the contract agreement between the two parties in proportion with the nature of the additional works and the remuneration specified in the contract for the work and the various stages, regardless to the percentage of increase or decrease. In the case that the nature of the works covered by these changes and additional works was of the kind that requires the execution of services different from those included in this contract, in such case, the employer and consultant should come into an agreement on the fees and allowances resulting from these changes, additional works and time required.
- B. The consultant shall be committed to make the amendments required, after a written order by the employer and define a temporary fees and allowances for the consultant of such amendments, while a final agreement could be reached on fees.

**Article (12):**

**- Default by the Consultant:**

**(12/A):** The consultant shall be considered in default if any of the following cases occurred during the performance of this contract:

1. Any unjustified delays occurred in the completion of the work, duties and performance of the services required.
2. If he has performed a work of a level does not commensurate with the practices and the norms of the profession of engineering or neglected his duties.
3. Failed to replace any of his employee's contrary to the instructions specified in article (6) of this contract.
4. If he directed a sub-contracting of any portion of the tasks entrusted to him without the consent of the employer.



5. If did not adhere to the submission of a work that meets the basic requirements of the project.
6. If he became bankrupt, financially insolvent, or made a discharge for the benefit of his creditors.

The employer shall, in any of the cases stated for in paragraph (12 / A)above, has the right to terminate the contract under the following actions:

**First** : Direct of a preliminary warning to the consultant and offering him a period of time (21) days to remedy the failure.

**Second:** In the case of non-correction of the defect by the consultant, a second warning should be given with a period of (14) day to remedy defect.

**Third** : If the second warning period has passed without correction of the situation or taking serious and convincing actions to eliminatethe reasons of the defect, the employer may terminate the contract and forfeiture of the performance guarantee or any part thereof, and accomplish the services required by his own staff or to entrust other consultants to carry out such services.

The consultant shall get paid for what he has completed of approved stages of the work up to date deducted thereof any differences in Remuneration for the cost incurred by the employer to complete the remaining stages, and these differences shall be calculated by the Committee mentioned in paragraph (12/B) of this article.

**Fourth** : The employer shall have the right, in some special and emergency cases set forth in paragraph (12/C) to terminate the contract immediately and without notifications, and the consultant shall get paid in accordance with what has been stated for in paragraph III above.

**(12/B):** If the employer, during the implementation of the works covered by this contract or after thereof, found out that there is a shortage or an error in the study that would cause a hazard to the building or a significant increase in the cost of the constructions

tender's amount due to the default of the consultant or his staff, the employer shall address the Minister of Public Works and Housing demonstrating the default of the consultant and request to form a technical committee comprising of experienced and competent members to determine his responsibility as follows:

1. The Director of the Government Tenders Department or whoever delegated him in writing –Chairman of the Committee.
2. An engineer Delegate of the Ministry of Public Works and Housing.
3. An engineer Delegate of the Jordanian Engineers Association.
4. An engineer Delegate of the order of the engineering consultants
5. An engineer from the Audit Bureau.

This committee would examine all the dimensions of the problem and communicate and coordinate with the concerned authorities and submits its recommendations to the Minister of Public Works, which shall precisely contain the responsibility of the consultant. If the decision of the committee was adopted, in a majority or unanimously, holding the consultant responsible for the errors and defects, the Minister accordingly shall issue a binding resolution to consultant urging to correct the failure and also holding his responsible for all the financial consequences thereof.

**Article (13):**

**- Termination of the contract by the employer:**

The employer may, at any time, terminate the contract for reasons other than those stated in article (12/A) subject to the fully payment the consultant's remuneration for works accomplished and approved for the previous stages of work, and considering the works of the stage that has been terminated in are accomplished works and the relevant remuneration should be paid in full, in addition to a rate of 10% of the value of the remaining stages of work, which the consultant did not start working on yet. The employer shall not be entitled to terminate the contract under this article to carry out the work by himself or by another consultant.

**Article (14):**

**- Termination of the contract by the Consultant:**

- A.** If the employer did not issue the order of commencement within (90) days from the date of signing the contract.
- B.** In the event that the employer did not comply with his commitment to pay the consultant his installment after (60) days from its due date.
- C.** If the employer bankrupted or suffered from an economic crisis prevented him from continuing with the implementation of the contract.

Based on what here-in-above stated, the consultant shall be entitled to request the employer to issue an order of commencement, fulfill the payment due within ten days of the expiration of the period specified in paragraph (A) or paragraph (B) above. If the employer did not issue an order of commencement, direct payment due to the consultant during the ten days or bankrupted pursuant to paragraph (C) above, the consultant shall have the right to terminate the contract and ask the employer for an adequate damage as a result of the breach of the contract by the employer and the reactivation of this contract shall be subject to the consent of the two parties.

**Article (15):**

**- Responsibilities of the employer:**

1. Provide the initial requirements, information and documents available to him to the consultant, including the plans of land and the recent organizational plans, but he is not obliged to provide any Drawings or documents entrusted to the consultant to obtain thereof under the contract, provided that the invitation of tender shall include the information and documents available to the employer.

2. Delivery of the project site with all its border to the consultant in a manner enables him to start his task in the preparation of studies and / or designs.
3. Designation of appropriate experienced engineer to represent him in the coordination process with the consultant and assist the consultant in obtaining the information mentioned above.
4. Assisting the consultant to facilitate his task in obtaining the permits of entry or permits of work and permits of residence of any of his employees who's their contract of employment requires doing so.
5. To provide the consultant with his due payments on the dates specified under this contract.
6. Payment of the remuneration of the "site investigation consultant" (unless otherwise agreed under this contract).

**Article (16):**

**- Terms and stages of work:**

The consultant and the employer shall be committed, according to their respective responsibilities, to follow the time schedule of these conditions and in accordance with the stages set forth in this schedule to provide the engineering services for the works covered in the contract. Knowing that if the consultant has delivered works of inappropriate level, at any stage of work, and substantial amendments and remarks have been made thereof, the period required for the implementation of such amendments and remarks shall be considered from the period assigned for the consultant in pursuance with the schedule and he has to make it up in the subsequent stages.

The employer may, if he believes that those remarks do not allow to proceed to the next phase, prevent the consultant from moving to the next stage until the completion of these remarks and the consultant should be fined if such delay is not made up in the subsequent stages as stated in Article (7 / D). The employer must determine the period of reviewing the works of the various stages, which is after the expiry of such period, the work of this stage would be considered approved if the consultant has not been notified of the remarks of the employer.

**Article (17) – Remuneration:**

- A. The consultant shall get paid for the design and preparation of tender documents for all the works provided for in this contract and in accordance with the rates set in the contract documents.
- B. The employer must pay the consultant his interim payment during the period of (30) days from the date of delivery of a certificate of payment. In the event of the final payment during the period of (60) days from the date of its delivery under a certificate of payment submitted by the consultant to the employer. If the employer delayed the payment of installments due during the periods mentioned in this paragraph, he has to pay the consultant the legal interest on all amounts unpaid as of the end of the deadline for payment.

**Article (18):**

**- Training the of the employer's personnel:**

The employer shall have the right to select an appropriate number of employees to send them to work with the consultant's staff for training of the studies according to a program agreed upon between the two parties and the employer shall pay their salaries and benefits.

**Article (19) - Settlement of disputes between the employer and consultant:**

Any dispute or discrepancy arising from this contract shall be settled by one of the following methods:

**(19/1) - Amicable settlement:**

- A. If a notice was issued by any party in which he expresses his desire to settle the dispute amicably, the other party shall, within the period of (14) days from the date of receipt of such notice, send a written response to the sender of the notice in which he expresses his acceptance for an amicable settlement or to reject it.
- B. The amicable settlement proceedings begin when the other party agrees to accept the invitation to amicable settlement.
- C. If the other party refused the amicable settlement, or if he did not send any reply to the sender of the notice during the period of (14) days set forth in item (A) of this paragraph, the request for an amicable settlement shall be

considered as if it does not exist. In this case, both parties may commence on the arbitration.

- D.** The amicable settlement should be undertaken by one or more conciliators with experience in the same field of work of this contract and in accordance with what the two parties agreed upon. In the case that the two parties did not come to an agreement on the name of the conciliator(s), they may agree that another person or institution appoints the conciliator(s).
- E.** The conciliator may, in all stages of the amicable settlement, request from any of the two parties to provide the necessary information, facts, causes, documents, deeds or any other evidence, and the conciliator shall assist the two parties to reach amicable settlement for their dispute in a manner of an independent, impartial, and should be guided by the principles of objectivity, integrity and justice.
- F.** The two parties and the conciliator shall maintain the confidentiality with respect to the amicable settlement procedures, including the settlement agreement, unless publishing same is necessary for the purposes of implementation and application.
- G.** If the two parties reached agreement to settle the dispute amicably, they shall prepare and sign the agreement, and such amicable agreement shall become binding to both of them.
- H.** The procedures of the amicable settlement shall come to an end upon the signing of the agreement by the two parties, or after (30) days on the date of acceptance of the parties to the proceedings of the amicable settlement without having a consensus on the conciliator, or after(60) days from the date of the agreement on the conciliator, or the date of his appointment without reaching a settlement agreement, or by a written notice issued by the conciliator, indicating that there was nothing to justify the continuous efforts of the amicable settlement, or a written notice issued by the two parties or either of them to the other and to the conciliator to end the amicable settlement procedure. In all cases, the conciliator shall submit a report containing all the facts and evidence on the subject of dispute during his

work as a conciliator and hand it over to the two parties along with the minutes of the meeting of the conciliation.

- I. The two parties may not, during the amicable settlement procedure, commence on any arbitration or jurisdiction.

**(19/2) - Arbitration**

In the case of failure to reach an amicable settlement in accordance with the provisions of Article (19/1) here-in-above, then the attribution shall be an option for the dispute settlement in accordance with the Jordanian Arbitration Law in force.

**Article (20):**

**- Change in legislations:**

- A. Any additional amounts due to the State Treasury and required to be paid by the consultant as a result of change in legislations or impose any duties or new taxes after the date of deposit of tender offers should be paid to him
- B. If any official reduction has been made to any of the duties and taxes mentioned in paragraph (A) above after the date of deposit of tender offers, then the first party shall have the right to deduct these reductions from the benefits of the consultant.

**Article (21):**

**- Notarial notifications:**

There is no need for the exchange of notarial between the two parties to exercise any of the contractual or legal rights, and any registered letter sent from either party to the other's address stated hereto shall be considered as a notarial notification in all cases.

**Article (22):**

**- General provisions:**

- A. The consultant shall take into account the provisions of organization in the project area and comply with the requirements of codes in force on commencement of work and obtain the consent of the competent authorities as well as the required permits for the project.
- B. The consultant shall adhere to the program requirements and cost estimated upon the preparation of project designs.



- C.** All drawings, tender documents and information relating to the project are property of the employer and the consultant is not entitled dispose of any of them in any way without a written consent from the employer to do so.
- D.** If there is any error or lack of drawings or tender documents whether in the stage of the preparation of drawings and documents or in the actual implementation stage of the project, the consultant shall urgently correct the error or complete the lack with no fee to be paid.
- E.** The consultant shall be committed to perform presentation of the studies in the first and / or the second stage of work.
- F.** The consultant shall abide by the provision to use the local materials and industrial products as possible in the preparation of tender documents in all cases where such material or products are in conformity with the specifications, as well as in projects that require the use of imported materials the employer shall take prior approval to use these materials and indicate that in the contract documents.
- G.** The headings: - Headings shall not be an integral part of the contract, and they shall not be taken into account when interpreting the provisions of the contract or their content.
- H.** Singular and plural: - The singular could be referred to the plural and vice versa in accordance with the (presumption) appropriate context.
- I.** The employer may issue his approval or non-approval of the various stages of the work as follows:
- 1.** Approval without any conditions.
  - 2.** A conditional approval coupled with remarks that allow the consultant to move to the next stage, provided that these remarks should be implemented in the next stage. In this case, a retention proportion of the due payment for this stage shall be held until the implementation of the observations. The percentage of this retention should not exceed the 10% of the value of the installment due for this stage provided that the payment of such retention should be made upon the completion of the remarks within the next stage of work.

3. In the case of non-approval of the stage, sufficient reasons to justify the rejection should be provided.
- J. Sales tax:** The price offered shall include the General Sales Tax and no separate item will be allocated for the tax.
- K.** The local consultant is requested to fill out the attached tables (1, 2, 3) connected to the institutional status, heads of specialization, their assistants and magnitude of commitment and any one does not fill out these tables his offer will be subject to rejection.
- L.** Identification of qualification requirements and technical evaluation of this project, in the special conditions (if requested).
- M.** The employer shall have the right to verify, the manner he deems appropriate, the accuracy and authenticity of the information and documents provided by the consultant.
- N.** The consultant shall comply with instructions issued by the Ministry of Public Works and Housing and the Jordan Engineers Association with respect to the work of structural, architecture, electrical, mechanical and otherwise.
- O.** The civil and legal responsibility of the engineer, designer and/or supervisor in accordance with what stated in the articles (788), (789), (790) of the Jordanian Civil law No. (43), for the year 1976 regardless to what is contained in this contract in this regard.
- P.** The consultant shall certify all Drawings for the project, the subject of the contract, by the Jordanian Engineers Association, and submits to the employer what proves that the Association's fees due on this project have been paid.
- Q. Illicit payments:**
1. The consultant fully declares and undertakes to the first party that he did not pay or promise to pay any of the illicit Payments directly or indirectly regardless whether paid by the Consultant or on his behalf or

by his sub-consultants or on their behalf or any of their staff, agents or representatives to the First Party, this includes without limitation any "official" regardless whether he is acting in an official capacity or not, in connection with the Invitation to submit the offers for the execution of this Contract, the Bidding/Auctioning process itself, the award to the consultant, the negotiations to sign the Contract or for its actual execution.

The consultant also undertakes not to give or promise to give such illicit payments directly or indirectly whether made by the consultant or his Sub-consultants or their staff, agents or representatives to any "official" in connection with the amendment, renewal, extension or execution of this contract.

- 2.** In case of any violation or breach of the provisions of paragraph (Q/1) the first party at his own option and discretion may take all or any of the following actions:
  - A.** Terminate this contract taking into consideration the provisions of article (12/A) of this Contract.
  - B.** Deduct from the payments due to the consultant under this contract, an amount equals to (two times) the amount of the illicit payments.
  - C.** The consultant shall be demanded to pay promptly to the first party an amount equal to (two times) the amount of the illicit payments and the Consultant declares in accordance with this Clause that he irrevocably agrees to promptly respond to such claim taking into consideration paragraph (Q/4) below, the two parties declare that the total amounts to which the First Party is entitled to receive under this paragraph (Q/2), shall not exceed (two times) the amount of all illicit payments.
- 3.** The consultant agrees to ensure all agreement he makes with the sub-consultants or suppliers relating to this contract and with articles similar to those provided for in paragraphs (Q/1) and (Q/2) hereinabove, (provided that these article not to be less intensity than the two article referred to) and on condition that these provisions shall clearly indicate to the right of the first party in the application of the provisions of these

articles directly against any of those sub-consultants or suppliers. The consultant further agrees to promptly provide the first party with identical to original and complete copies of such agreements directly upon signing such agreements with proofs that such articles are included.

4. No one may allege that the text of the here-in-above mentioned article legalizes any of the illicit payments if such payment is prohibited by the applicable laws and regulations, and the rights of the first party

stated under the article hereinabove are in addition to any other rights of the first party incurred by the consultant or any other party under the applicable laws and regulations enforce in the Kingdom.

5. The text of the abovementioned article and all its paragraphs shall be valid and operable even after the termination of this contract.

**R. The Other Payments:**

1. The consultant fully declares and undertakes to the first party that he acknowledges the "other payments" that he paid or agreed to be paid to "the others" and the consultant shall present a detailed description of these payments and the reasons of such payment whether paid or shall be paid directly or indirectly by him, on his behalf, by sub-consultants or on their behalf or any of their staff, agents or representatives in connection with the Invitation to submit the Bids for the execution of this Contract, the Bidding/Auctioning process itself, the award to the consultant the negotiations to sign the Contract or for its actual execution.

The consultant also undertakes to promptly give the first party a written Declaration in case if there are other payments and to provide a detailed description explaining the reasons of these payments on the date of payment or on the date of his commitment to pay such payments whichever earlier.

2. In case of any violation or breach of the provisions of paragraph (R/1) the first party at his own option and discretion may take all or any of the following actions:

- A. Terminate this contract taking into consideration the provisions of article (12/A) of this Contract.
- B. Deduct, from the amount due to the consultant under this contract, an amount equals to (two times) the amount of the prohibited payments.
- C. The consultant shall be demanded to pay promptly to the first party an amount equal to (two times) the amount of the other payments and the Consultant declares in accordance with this Clause that he irrevocably agrees to promptly respond to such claim taking into consideration

paragraph (R/4) below, the two parties declare that the total amounts to which the First Party is entitled to receive under this paragraph (R/2), shall not exceed (two times) the amount of all other payments.

- 3. The consultant agrees that he ensures all agreement he makes with the sub-consultants or suppliers relating to this contract shall include articles similar to those provided for in paragraphs (R/1) and (R/2) hereinabove, (provided that these article not to be less tense than the two article referred to) and on condition that these provisions shall clearly indicate to the right of the first party in the application of the provisions of these articles directly against any of those sub-consultants or suppliers. The consultant further undertakes to promptly provide the first party with complete copies identical to original of such agreements directly upon signing such agreements and to present what approves that such agreements included such articles.
- 4. No one may allege that the text of the here-in-above mentioned article legalizes any of the other payments if such payment is prohibited by the applicable laws and regulations, and the rights of the first party stated under the article hereinabove are in addition to any other rights may be the duties of first party toward the consultant or any other party under the applicable laws and regulations in the Kingdom.
- 5. The text of the abovementioned article and all its paragraphs shall be valid and operable even after the termination of this contract.

**Article (23):**

**- Discharge Statement:**

Upon the submission of the final statement, the consultant shall give the employer a Discharge Statement proves that the statement of the final payment is considered as a full and final settlement of all amounts due under the contract. The discharge statement is required not to take effect only after receipt of the amounts payable to him under this installment.

**Article (24)**

**- Notifications:**

All notifications and correspondence issued by the employer to the consultant and those of the consultant sent to the employer shall be executed in accordance with the provisions of the contract, either by registered mail, deposited in the main office of each party, or to be sent to any other address designated by each party for this purpose. The addresses should be written down as follows:

The employer addresses

.....  
.....

The Consultant address:

.....  
.....

## FORM OF BID SECURITY (BANK GURANTEE)

Project Name: ..... Tender No: .....

To Messrs (The Employer):

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

- a. The Bidder, without your agreement, withdrew his offer after the latest time specified for its submission or before the expiry of its period of validity specified to be (120) days, or
- b. You awarded the Tender to him, but he failed to sign the Contract Agreement in accordance with Clause (1/6) of the Conditions of the Contract, or
- c. You awarded him the Tender, but he failed to submit the Performance Guarantee in accordance with Clause (4/2) of the Conditions of the Contract.

Your demand must be received by us before the expiry of the guaranteed validity period determined to be (120) days, after which, it shall be returned to us. This Guarantee is subject to the laws in force in Jordan.

Guarantor's signature / Bank: .....

Authorized to sign: .....

Date: .....

**Performance Guarantee Form** To

Messrs.:

..... We

are pleased to inform you that our

Bank ..... has agreed to  
give a Financial Guarantee to the consultant:

.....,

In respect of tender No

..... Related to

..... An

amount of: ( )

..... Jordanian Dinars As

against performance guarantee to ensure that the consultant performs the engineering  
services for the design in accordance with the conditions of the contract for the above  
tender.

We agree to pay you right at your first demand the said amount with no reservation,  
stipulation or any other condition and regardless to any objection from the consultant.

This guarantee shall remain valid from the date of its issuance and for (

), which is initially

to be on the Day of the month of ..... of the year

of.....

Unless extended or renewed upon the employer's request.

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

Authorized to sign: -----

In the presence & witness of: Date: -----

-----



## Advance Payment Guarantee Form

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

We are pleased to inform you that our Bank -----  
guarantees the

Consultant: -----

For an amount of ( ) Jordanian Dinars only -----

Against the Advance Payment guarantee in pursuant to tender no. ( / )

Related to the project: -----

To ensure the repayment of the advance payment by the consultant in accordance with the tender conditions.

We agree to pay you the above-mentioned amount or the due balance at your first written demand not regardless to any objection or reservation by the consultant.

This guarantee shall remain valid from the date of its issuance until the repayment of the Advance Payment installments by the consultant. The guarantee shall be automatically extended until the full repayment of the Advance Payment.

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

Authorized to sign: -----

Date: -----

## Appendix of the contract no (1)

### A. Duties of the consultant during the stages of studies and design

- 1) **First:** The consultant shall prepare the studies, designs and provide the relevant engineering services in all stages of work.

#### **Second: Responsibilities of the Audit Committee**

In the case of appointment of an Audit Committee to check all phases of studies and designs in collaboration with the delegate of the owner, the tasks of the Audit Committee shall be limited to the following:

1. Discussing the basic requirements of the project with the competent authorities and identify the key data.
2. Making an agreement with the designer to set the general orientations of the bases of design, according to the nature of the project.
3. Follow-up the designer consultant throughout the different stages of design and studies.
4. Set recommendations for approval of the various stages to move to the subsequent stage.
5. Discussing the report of the preliminary estimated cost.

*Note: Remuneration arising from the participation of representatives from the engineering consulting offices in the Audit Committee shall be specified upon its formation and shall be paid from the allotments of the project.*

**Appendix of the contract no (2)**

**Declaration of the Other Payments**

I, the undersigned and fixing my seal below -----

We, the undersigned and fixing our seals below -----

-----

We declare that we are aware of the provisions under article (22-R) of the General conditions of the Contract Agreement of the Engineering Services (C1) and in compliance with this article; we enclose a properly signed declaration disclosing all direct or indirect commissions, consulting fees, agent fees or others and anything of a financial value paid or agreed to be paid to “the others” we also attach a detailed description of these Other Payments and to whom they were paid to and the basis thereof whether made or to be made directly or indirectly by us or on our behalf or by our Sub-Consultants or on their behalf or by their staff, agents or representatives in connection with the Invitation to submit offers for the execution of this Contract or the Bidding / Auctioning itself or the award to the Consultant or the negotiation to sign the Contract or for its actual execution.

We also agree to promptly present a written declaration to the First Party of the existence of any Other Payments including, for example, a detailed description of the reason thereof, on the date of paying or obliged to pay, whichever occurs first. We also agree that the First Party to take the actions stated under the aforementioned article at the event of any violation or breach by us of the provisions of article (22/R/1) thereof, and we abide ourselves to all what provided for in this article.

Accordingly, we sign on: -----

Consultant’s name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Seal -----

\* The Consultant shall submit the Declaration of the Other Payments. In the event that he did not pay any commissions, fees or any of the matters stated in article (R-22) he shall mention so in the submitted Declaration. Any one does not submit such Declaration; his offer will be rejected. Consultant shall put the declaration in a separate sealed envelope.

**Appendix of the contract no (3) Declaration of  
the illicit Payments**

I, the undersigned and fixing my seal below -----

-----

We, the undersigned and fixing our seals below -----

We declare that are aware of the provisions under article (22-Q) of the General condition of the Contract Agreement of the Engineering Services (C1) and in compliance with this article; we enclose a properly signed declaration disclosing that we did not pay any direct or indirect commissions, consulting fees, agent fees or others and anything of a financial value or give promises or pledges to pay or offer such things whether directly or in directly regardless whether this was made by us or on our behalf or by our Sub-Consultants or on their behalf or by their staff, agents or representatives to the First Party including without limitation any "official" whether or not acting in an official capacity, in connection with the Invitation to submit offers for the execution of this Contract or the Bidding / Auctioning itself or the award to the Consultant or the negotiations to sign the contract or for its actual execution.

We also agree not to pay or promise to pay such payments whether directly or indirectly regardless of whether this was made by us or on our behalf or by our Sub- Consultants or on their behalf or by their staff, agents or representatives to any "official" in connection with the amendment, renewal, extension or execution of this Contract.

Accordingly, we sign on:-----

Consultant's name:-----

Name of authorized person to sign-----

Signature of authorized person to sign -----

Seal-----

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\* The Consultant shall submit the Declaration of the illicit Payments. In the event that he did not pay any commissions, fees or any of the matters stated in article (Q-22) he shall mention so in the submitted Declaration. Any one do not submit such Declaration, his offer will be rejected. Consultant shall put the declaration in a separate sealed envelope.

*\*NOTE: In the event of any difference in interpretation between the English and Arabic text, the Arabic text shall prevail.*