YWC- FARA-IV-2-2026

Comprehensive Subscribers Survey (CSS)

for "Al- Mafraq & North Badyah " –Al- Mafraq Governorate

TENDER DOCUMENTS

2026

Table of Contents

TENDER DOCUMENTS i

1. ACRONYMS & ABBREVIATIONS vi

2. FORM OF INVITATION TO BID 1

3. INSTRUCTIONS TO BIDDERS 4

3.1 Introduction 4
3.2 General 4
3.3 Eligible Bidders 5
3.4 Eligible Materials, Plant, Supplies, Equipment and Services 6
3.5 Content of Bidding Documents 7
3.6 Qualification of the Bidder 7
3.7 Multiple Bids 8
3.8 Confidentiality 8
3.9 Bidding Cost 9
3.10 Pre-Bid Meeting and Site Visit 9
3.11 Clarification and Amendment of Bidding Documents 9
3.12 Language of Bid 10
3.13 Documents Comprising the Bid 10
3.14 Currencies 12
3.15 Bid Validity 12
3.16 Bid Security 12
3.17 Alternative Proposals by Bidders 13
3.18 Format and Signing of Bid 13
3.19 Sealing and Marking of Bids 13
3.20 Deadline for Bid Submission 14
3.21 Late Bids 15
3.22 Bid Modification and Withdrawal 15
3.23 Bid Opening - Technical Proposals 15
3.24 Bid Opening - Financial Proposals 16
3.25 Clarification of Bids and Contacting YWC 16
3.26 Evaluation of Technical and Financial Proposals 17
3.27 Correction of Errors 18
3.28 Evaluation and Comparison of Bids 18
3.29 Award 19
3.30 YWC's Right to Accept any Bid and to Reject any or all Bids 19
3.31 Purchase's Right to Vary Quantities at time of Award 19
3.32 Notification of Award 19
3.33 Signing of Agreement 20

4. TECHNICAL EVALUATION AND SCORING 21

4.1 Stage 1: Screening 21
4.2 Stage 2: Technical Evaluation 21

- Relevant Experience 22
- Proposed Personnel 23
- Method Statement (Methodology) 23
- Presentation 24

4.3 Stage 3: Financial evaluation 25
4.4 Stage 4: Winning Bidder Selection 26

5. BIDDING FORMS 28
5.1 Letter of Bid Form 28
5.2 Form of Bid Security 29
5.3 Average Annual Turnover 30
5.4 Personnel 31

6. TERMS AND CONDITIONS 33
6.1 Definitions 33
6.2 Priority of Documents 34
6.3 Notice 34
6.4 Law and Language 34
6.5 Contract Agreement 35
6.6 Contract Price and Payment Terms 35
6.7 Confidential Details 37
6.8 Use of Contract Documents and Information 37
6.9 Adjustments 37
6.10 Time for Completion 37
6.11 Performance Security 37
6.12 Consultant 's Obligations 38
6.13 SubConsultant 38
6.14 Consultant 's Personnel 39
6.15 Change Orders 40
6.16 Delyas in the Consultant 's Performance 40
6.17 Liquidate Damages 40
6.18 Termination for Default 41
6.19 Force Majeure 41
6.20 Guarantees and Insurance 42
6.21 Termination for Bankruptcy 42
6.22 Termination 42
6.23 Risk 43
6.24 Dispute Resolution 43

7. SCOPE OF WORKS 44
7.1 Introduction 44
7.2 Project main objective 44
7.3 Project Description 45

- Comprehensive Subscribers Survey at Al- Mafraq & North Badyah -Al-Mafraq Governorate. 45

- Component 2: Configuration and Implementing Archiving System for Customers files in Al- Mafraq & North Badyah Governorate. 48

7.4 Project schedule and Time for Completion..... 49
7.5 Main Deliverables and Reports: 50
7.6 General Technical Requirements..... 50
7.7 Quality Control and Quality Assurance and DeliverableAcceptance Levels Quality Assurance/ Quality Control (QA/QC). 52
7.8 Procedures to confirm the quality..... 53
7.9 level of acceptance for each field in the delivered database for the comprehensive survey system 53
7.10 conditions and Penalties..... 54
7.10.1 The Final Payment shall not be made before all of the following conditions are met: 54
7.11 Annexes..... 55

- Annex 1: Comprehensive Subscribers Survey project..... 55

8. FINANCIAL OFFER FORM 60

9. CONTRACT FORMS 61
9.1 Notification of Award..... 61
9.2 Contract Agreement..... 62
9.3 Form of Performance Security 64
9.4 Retention Money Security..... 67
9.5 Form of Defect Security 67
9.6 Declaration of Undertaking..... 68
9.7 Power of Attorney 68
9.8 APPENDIX TO TENDER 69
ANNEXES:……..74

List of Tables

- Table 1:Technical Evaluation Criteria and Scoring..... 21
- Table 2: Project Duration..... 49
- Table 3: Percentage of Data..... 55
- Table 4:Financial Offer Form..... 60

1. ACRONYMS & ABBREVIATIONS

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

2. FORM OF INVITATION TO BID

COMPREHENSIVE SUBSCRIBERS SURVEY (CSS) for Al- Mafraq & North Badyah

CONTRACT NO. YWC- FARA- IV-2-2026

1- YWC Water Company (YW) invites all interested eligible bidders to bid for contract No. YWC – FARA-IV-2026 " Comprehensive Subscribers Survey (CSS) for "Al- Mafraq & North Badyah " under the following conditions:

2- The Scope of Work as follow:

This project aims to collect accurate data and information about customers for water and wastewater in - Al- Mafraq & North Badyah - by:

a- Correct water meter/customer data and provide a list of meters that need to be relocated.

b- Identification of "un-located" or "lost" subscribers, and of cases of illegal water use or connections. Every suspected illegal-use case shall be delivered as a qualified evidence file conforming to the template in Annex F (system-generated timestamped photographs, GPS coordinates, and factual description, subscriber, and parcel references) usable by YWC in enforcement proceedings.

c- Optimising meter-reading routes: the deliverable is a set of route files per ROU, loadable into the X7 system in the exchange format defined in Annex D, assigning every active service point to a reading route, together with the corresponding route maps in the GIS.

d- Update the GIS and CIS databases to reflect the outcomes of the survey.

3- The nationality of the main consultant, Joint venture (JV) partners (number of members in a JV is limited to one only) and\or Sub consultant shall be according to US Government 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- Requirements for local (Jordanian) eligible bidders:

- **local (Jordanian) eligible bidders:**

a- The eligible local bidders shall be a specialized engineering services firm classified by the Government Tenders Department (GTD) as a first grade (A) the field of water and wastewater.

b- Provide Company registration certificate and related legal and government document that illustrate the Company legal form and situation.

c- Provide audited financial statements for the past Five years (2021, 2022, 2023, 2024, and 2025) with average turnover constriction not less than 1,500,000 JOD.

d- Provide a proven general experience of a minimum of (10) ten years in the water and wastewater field.

5- 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:

a- **Envelope (1)** - Tender Guarantee (Bid Security), with the value of (**15,000 JD) valid for 180 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.

b- . **Envelope (2)** - Technical Proposal.

c- **Envelope (3)** - Financial Offer.

6- Interested eligible Bidders may obtain further information and inspect the bidding documents at the address noted below:

YWC Water Company,
King Hussein Street (formerly Baghdad Street)
P.O. Box 378
Irbid, Tel Fax: 00962-2-7246859

7- The document should be obtained by an authorized representative.

8- The Employer has the right to cancel the Tenders without bearing any financial or legal obligations.

9- The Employer will not be responsible for lost and/or undelivered documents sent by mail, Fax, or similar means.

10- 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.

11- All information provided/submitted by the tenderers shall be accurate, correct, and duly certified.

12- The material in this tender should comply with Geographic Code 937 (US Government).

13- This tender is funded by US Government, and the items listed in this tender are subject to zero sales taxes.

14- Schedule of events

Event	Date and time	Notes
1. Purchasing start date	25/10/2026 (9:00 a.m. - 3:00 p.m.)	A complete set of the Bidding Documents can be purchased at the same address for the non-refundable fee of (300) JOD.
2. Last date to submit Inquiries	10/11/2026	Inquiries related to the tender documents shall be sent to YWC Water Company, Tenders, and Procurement Director (Eng. Bassam Jarboo) via Fax, preferably by email mentioned below or to the address mentioned above : bassam_jarboo@yw.com.jo abdelhadi_bataineh@yw.com.jo
3. Replies to inquiries	15/11/2026	
4. Purchasing End date	18/11/2026	
5. Deadline for submitting bids	25/11/2026 At 12:00 Noon	

YW General Manager
Mr.. Ghislain Juvanon

3. INSTRUCTIONS TO BIDDERS

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

3.1 INTRODUCTION

This project aims to collect accurate data and information about customers for water and wastewater in - Al- Mafraq & North Badyah – Al- Mafraq governorate - by:

a- Correct water meter/customer data and provide a list of meters that need to be relocated.

b- Identification of "un-located" or "lost" subscribers, and of cases of illegal water use or connections. Every suspected illegal-use case shall be delivered as a qualified evidence file conforming to the template in Annex F (system-generated time stamped photographs, GPS coordinates, factual description, subscriber, and parcel references), usable by YWC in enforcement proceedings.

c- Optimising meter-reading routes: the deliverable is a set of route files per ROU, loadable into the X7 system in the exchange format defined in Annex D, assigning every active service point to a reading route, together with the corresponding route maps in the GIS.

d- Update the accurate meter's locations during the survey, and the Consultant must submit a Shape file for all meters after the end of the survey.

e- Update the GIS and CIS databases to reflect the outcomes of the survey.

f- The consultant must submit at the end of the project shop drawings for all quantities for fixing of meter alignment, relocation of customers (new house connection, pipes, fittings, valves, etc.)

3.2 GENERAL

1. Throughout these tender documents:

   a. "Bid," "tender" and "proposal" and their derivatives ("bidder/tenderer," "bid / tendered / proposed," "bidding / tendering," "bidding document / request for proposal," etc.) are synonymous.

   b. The term "in writing" means communicated via email or in written form and delivered against receipt; the communication protocol is to be approved after the contract signature.

   c. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.

   d. "Origin" means the place where the materials, plant, equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied.

e. YWC requires that Consultant s observe the highest standard of ethics during the procurement and execution of such contracts. YWC will deal with any case where it was found that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or/and coercive practices in competing for the Contract in question, with all the legal means available according to the Jordanian laws and YWC internal policies.

3.3 ELIGIBLE BIDDERS

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

1. A bidder may be a private entity or any combination of such entities (Single or any kind of partnership such as Joint Venture, consortium, etc. with providing a signed initial agreement of the following entities:

   a. Authorized and registered Engineering and consultancy firm with similar experience

2. A consultant may be a firm that is a private entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

3. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

4. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

5. The Bidders shall provide the financial and audits reports for the last five years (2021, 2022 2023,2024&2025) with average turn over constriction not less than 1.5 million JOD, and the Bidder who fails to meet this condition will be disqualified.

6. The consultant shall not have a conflict of interest. Any consultant found to have a conflict of interest shall be disqualified. A consultant may be considered to have a conflict of interest for the purpose of this procurement process, if the consultant:

   a. Directly or indirectly controls, is controlled by or is under common control with another consultant; or

   b. Receives or has received any direct or indirect subsidy from another consultant; or

   c. Has the same legal representative as another Bidder; or

   d. Has a relationship with another consultant, directly or through common third parties, which puts it in a position to influence the bid of another consultant, or influence the decisions of YWC regarding this bidding process; or

e. Participates in more than one bid in this bidding process. Participation by a consultant in more than one Bid will result in the disqualification of all Bids in which such consultant is involved. However, this does not limit the inclusion of the same sub-Consultant in more than one bid.

f. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or

g. Any of its affiliates has been hired (or is proposed to be hired) by YWC as Project Manager for the Contract implementation; or

h. Has a close business or family relationship with a professional staff of YWC (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to YWC throughout the procurement process and execution of the contract.

7. A firm that is a consultant (either individually or as a JV member) shall not participate as a consultant or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as sub-Consultant in another Bid or of a firm as a sub Consultant in more than one Bid.

8. The consultant and his sub–Consultant s, and/or all the members of the consultant Joint Venture's nationality should be complying individually and collectively with US Government code #937.

9. A consultant shall provide such evidence of eligibility satisfactory to YWC, as YWC shall reasonably request.

3.4 ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT AND SERVICES

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

3.5 CONTENT OF BIDDING DOCUMENTS

1. The bidding documents include the following:

   a. Section 1 – Acronyms & Abbreviations
   b. Section 2 – Form of Invitation to Bid
   c. Section 3 – Instruction to Bidders
   d. Section 4 – Technical Evaluation and Scoring
   e. Section 5 – Bidding Forms
   f. Section 6 – Terms and Conditions
   g. Section 7 – Scope of Works
   h. Section 8 – Financial Offer Form (Schedule of Rates)
   i. Section 9 – Standard Forms

2. Unless obtained directly from YWC, YWC is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document. In case of any contradiction, documents obtained directly from YWC shall prevail.

3.6 QUALIFICATION OF THE BIDDER

1. Bidders shall, as part of their bid:

   (a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and

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

   (c) Submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the consultant proposals to meet the Technical Specifications and the completion time, as detailed in the Technical Specifications and under item 3.26 below "Evaluation of Technical and Financial Proposals.

   (d) Submit audited financial statements and average turnover for the five years not less than 1.5 million JOD.

2. As a minimum, consultant shall provide the following information:

   (a) Evidence of access to lines of credit and availability of other financial resources.

   (b) Current litigation information; and

(c) Availability of essential equipment and nominated key personnel.

3. Bids submitted by a joint venture of firms as partners shall comply with the following requirements:

(a) the bid shall include all the information listed in paragraphs 3.6.1 and 3.6.2above.

(b) the bid security, the bid, and in case of a successful bid, the Agreement, shall be signed to be legally binding on all partners.

(c) one of the partners shall be nominated as being in charge (leader), and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

(d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge.

(e) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid); and

(f) a copy of the Joint Venture Agreement entered into by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

3.7 MULTIPLE BIDS

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

3.8 CONFIDENTIALITY

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

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

3.9 BIDDING COST

1. The consultant shall bear all costs associated with the preparation and submission of his bid, and YWC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

3. The prices quoted by the consultant shall be fixed and shall not subject to any adjustment during the performance of the contract regardless any reasons.

4. The Contract shall be tax-exempt; all taxes, duties, and fees exemptions shall be applied to this Contract.

3.10 PRE-BID MEETING AND SITE VISIT

1. The consultant is obliged to visit and inspect the Site for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his Bid and the signing of the contract for the works.

2. A Pre-Bid Meeting and site visit will be conducted at the time and place as described in the Invitation to Bid.

3. All Bidders must confirm in writing (e.g. by fax or email correspondence) their participation. This meeting is open to all consultants who shall make all arrangements and pay for their own transportation to and from the site and all other costs for attending the Pre-Bid Meeting and site visit.

4. All questions and answers raised will be recorded in the official minutes and circulated to all who purchased the Bidding Documents.

5. All consultants must include confirmation with their bids that they have received minutes of that meeting.

3.11 CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

1. A prospective consultant requiring any clarification of the bidding documents may notify YWC in writing at YWC address indicated in the Invitation for Bid. YWC will respond to any request for clarification that he receives before or at the day as stated in the Invitation for Bid. Copies of YWC's response will be forwarded to all consultants, including a description of the inquiry but without identifying its source.

2. At any time prior to the deadline for submission of bids, YWC may amend the bidding documents by issuing addenda.

3. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all consultants. Prospective bidders shall promptly acknowledge receipt of each addendum in Writing to YWC.

3.12 LANGUAGE OF BID

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

3.13 DOCUMENTS COMPRISING THE BID

The bid submitted by the bidder shall comprise of three sealed envelopes marked as envelope No.1 "Bid security, envelope No.2 Technical Proposal, and envelope No.3 Financial Proposal", as follows:

1. Envelope (1): – Bid security

2. Envelope (2): Technical Proposal which shall address and contains the following parts in the following order:

   a. Part I – Bid Security, with the value as stated in the Invitation to Bid and the Bidding document.

   b. Part II– Eligibility

   - All the required information/documents as explained under sub-section 3.3 above.
   - If the Bidder does not provide these information/documents and does not comply with these requirements will lead to reject his bid immediately.

   c. Part III- Detailed Technical Proposal: in accordance with Section 4 (Technical Evaluation and Scoring), which shall consist of the following sub-parts in the following order:

   - Sub-Part (1) – Relevant Experience
   - Sub-Part (2) - Proposed Personnel
   - Sub-Part (3) - Method Statement (Methodology)
   - Sub-Part (4) – Presentation

   d. **Part IV - where applicable**, each Joint Venture consultant shall submit, as part of the Technical Proposal, a written commitment, in the form of a letter duly executed by an authorized officer of each joint venture participant, which,

I. Confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal.

II. confirms each joint venture participant's willingness to provide a joint and several guarantee to the Client to underwrite the performance of the joint venture in respect of the Contract; and

III. roles and responsibilities of each partner shall be clearly defined; and

IV. identifies which joint venture participant:

- will assume the leading role on behalf of the other joint venture participants; and
- will have the authority to commit all joint venture participants.

e. Part V- a written power of attorney

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

f. Part VI – This tender,

- Signed and stamped as required.

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

h. The Technical Proposal must not contain any cost/financial information. If the consultant technical proposal includes any cost/financial information or indications that may be interpreted reveals bid price, this will lead to reject the bid immediately.

3. Envelope (3) - Financial Proposal which shall contain the following:

a) The duly filled-in Form of Bid; and

b) The Financial Offer (Schedule of Rates) as per the form, stamped and signed as required.

- The consultant bear sole liability for examining with appropriate care the Bidding Documents, including those Documents available for inspection and any Modification to the bid documents issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the bid or the execution of the works. In the event that the consultant is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the consultant described above.
- The consultant must provide all documents required by the provisions of the bid dossier. All such documents, without exception, must comply strictly with these

conditions and provisions and contain no alterations made by the consultant. Bids which do not comply with the requirements of the bid dossier will be rejected.

3.14 CURRENCIES

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

3.15 BID VALIDITY

1. Bids shall remain valid for the period of **180 days** after the deadline for bid submission. A bid valid for a shorter period shall be rejected by YWC as non-responsive.

2. In exceptional circumstances, prior to expiry of the original bid validity period, YWC may request that the consultants extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A consultant may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its bid security for the period of the extension.

3.16 BID SECURITY

1. The bid security shall be in the amount of **15,000 JOD**, valid for **180 days** after the deadline for bid submission, i**ssued by a Jordanian bank acceptable to YWC.** The bid security shall be in the form set out in section 9 or in another form acceptable to YWC. The original security must be included with the original bid.

2. The bid security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.

3. Any bid not accompanied by an acceptable bid security shall be rejected by YWC as nonresponsive.

4. The bid securities of unsuccessful consultants will be returned as promptly as possible upon the successful consultants signing the Contract and furnishing the Performance Security.

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

6. The bid security may be forfeited.

    (a) If the consultant withdraws its bid; or

    (b) In the case of a successful consultant if he fails within the specified time limit to:

        (i) Sign the Agreement, or

        (ii) Furnish the required performance security.

3.17 ALTERNATIVE PROPOSALS BY BIDDERS

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

3.18 FORMAT AND SIGNING OF BID

1. The bidder shall prepare one original of the documents comprising the bid as described in sub-section 3.13 clearly marked "**original**." In addition, the bidder shall submit **one** copy of the bid and clearly marked "**copy**." One digital copy of each envelope content saved on a Microsoft Windows accessible USB and formatted in PDF format shall be inserted with the envelope content. In the event of discrepancy between them, the original hardcopy shall prevail.

2. The original and all copies of the bid shall be typed or written in indelible ink and shall be stamped and signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to paragraphs 3.6.1 (a) or 3.6.2 (c), as the case may be except for un-amended printed literature.

3. The bid shall contain no alterations, omissions, or additions, unless such corrections are signed by the person or persons signing the bid.

4. The consultant shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the consultant is awarded the Contract.

5. Failure of the consultant to comply with the requirements as per above paragraphs 1, 2, 3, and 4 of this section will result in the rejection of its Bid.

3.19 SEALING AND MARKING OF BIDS

1. The consultant shall:

    a) seal the original of the Bid Security in an envelope or package labelled, "Bid Security – Original" (the "Bid Security Envelope 1") and indicate the name and address of the bidder

    b) seal the original of the Technical Proposal in an envelope or package labelled, "Technical Proposal – Original" (the "Technical Proposal Envelope 2") and indicate the name and address of the bidder

    c) seal the original of the Financial Proposal in an envelope labelled with the name of the Bidder and the words, "Financial Proposal – Original" (the "Financial Proposal Envelope 3") and indicate the name and address of the bidder

    d) place the sealed Technical Proposal Envelope and the sealed Financial Proposal Envelope in a fourth envelope or package (the "Outer Envelope").

2. The consultant shall:

    a) seal the copy of the Bid Security in an envelope or package labelled, "Bid Security – Copy" (the "Bid Security Copy") and indicate the name and address of the bidder

    b) seal the copies of the Technical Proposal in an envelope or package labelled, "Technical Proposal – Copy" (the "Technical Proposal Copy") and indicate the name and address of the bidder

    c) seal the copies of the Financial Proposal in an envelope labelled with the name of the Bidder and the words, "Financial Proposal – Copy" (the "Financial Proposal Copy") and indicate the name and address of the bidder

    d) with respect to each copy of the Proposal, place one sealed envelope or package containing one of the copies of the Technical Section and one sealed envelope containing one of the copies of the Financial Section in an outer envelope or package labelled, "Copy " Proposal Documents –name and identification number of the Contract."

3. All outer envelopes mentioned above must

    a. be addressed to YWC at the address as indicated in this RFP;

    b. bear the name and identification number of the Contract; and

    c. provide a warning not to open before the time and date for bid opening.

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

3.20 DEADLINE FOR BID SUBMISSION

1. Bids must be received by YWC at the address specified in the Invitation for Bid.

2. The consultant shall not have the option of submitting their bids via email or any other electronic communication way other than specified in this RFP.

3. YWC may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with sub-section 3.11 in which case all rights and obligations of YWC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.21 LATE BIDS

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

3.22 BID MODIFICATION AND WITHDRAWAL

1. The consultant may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice of the modification or withdrawal is received by YWC prior to the deadline for submission of bids.

2. The consultants modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of sub-section 3.19, with the outer and inner envelopes additionally marked "modification" or "withdrawal," as appropriate.

3. No bid may be modified by the bidder after the deadline for submission of bids.

4. Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in sub-section 3.15 may result in the forfeiture of the bid security pursuant to sub-section 3.16.

3.23 BID OPENING - TECHNICAL PROPOSALS

1. YWC will open the Bid Security Envelopes, in the presence of bidders' designated representatives who choose to attend at the address, date and time as indicated in the Invitation to Bid and this RFP. The Technical Proposals Envelopes including withdrawals and modifications made pursuant to sub-section 3.13 and 3.22, will be opened only for the bidders submitting accepted bid security in the same session and will be evaluated later.

2. The consultant representatives who are present shall sign a register evidencing their attendance.

3. Envelopes marked "Withdrawal" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to sub-section 3.22 shall not be opened. Subsequently, all Technical Proposal Envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.

4. YWC shall announce the Bidders' names at the opening of the Bid Security Envelope and Technical Proposal Envelopes.

5. The financial proposal envelopes of all bidders shall remain sealed until all financial envelopes are opened in accordance with sub-section 3.24. No bid shall be rejected at bid opening except for late bids pursuant to sub-section 3.21or bids failing to comply with sub-section 3.22 or bids failing to comply with bid security requirements as per sub-section 3.16 and point 1 here above.

6. YWC shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with item (3) above.

7. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

3.24 BID OPENING - FINANCIAL PROPOSALS

1. YWC shall determine a date and time after the evaluation of the technical envelopes when YWC shall open the financial envelopes of the technically qualified Bidders and shall, notify the consultant of the date and time of the opening of the Financial Proposal Envelopes; carry out the opening of the Financial Proposal Envelopes, including any modifications thereof, of the Qualified consultants and the announcement of the Qualified consultants names and quoted prices in the presence of the consultants representatives who choose to attend the opening; and return the unopened Financial Proposal Envelopes, including any modifications thereof, of the consultant who failed to comply with the technical requirements.

2. YWC will evaluate only the financial offer's for consultants who have been submitted a bid security in accordance with the Invitation to Bid and sub-section 3.15 and 3.16.

3. The consultants representatives who attend the opening of the Financial Proposal Envelopes shall sign a register to record their attendance.

4. YWC shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with paragraph 2 above.

3.25 CLARIFICATION OF BIDS AND CONTACTING YWC

1. To assist in the examination, evaluation, and comparison of bids, YWC may, at its discretion, ask any consultant for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by YWC in the evaluation of the bids in accordance with sub-section 3.27. If a consultant does not provide clarifications of its bid by the date and time set in YWC's request for clarification, its bid may be rejected.

2. From the time of bid opening to the time of Contract award, if any consultant wishes to contact YWC on any matter related to the bid, it should do so in writing.

3. Any effort by the consultant to influence YWC in the bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the consultants bid.

3.26 EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS

1. YWC will evaluate the Technical Proposals received prior to the submission deadline and opened in accordance with sub-section 3.23 in accordance with the following:

    a. Prior to the detailed evaluation of bids, YWC will determine whether each Technical Proposal (a) meets the eligibility criteria; (b) has been properly signed and stamped; and (c) meets the requirements as per sub-section 3.

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

    c. YWC will examine each Technical Proposal submitted to determine whether the Technical Proposal is complete and substantially responsive to these Biding Documents.

    d. YWC will evaluate the Technical Proposals based on the following evaluation criteria:

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

        II. The consultant must obtain a minimum of 55 points out of 70 to pass the technical evaluation, otherwise, their bids will be considered as not substantially responsive and will be rejected.

        III. Following the ranking of the Technical Proposals, the Financial Proposals of the consultant with a minimum of 55 points technical score will be opened by YWC. **All other Financial Proposals will be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed as stated in sub-section 3.23 and 3.33.**

        IV. The use of other criteria shall not be permitted. YWC reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the successful implementation of the contract. The technical proposals that have met the evaluation criteria will be considered as Substantially Responsive consultant.

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

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

4. Only technical proposals that pass all evaluation criteria shall be determined as "substantially responsive bids" and be considered for financial evaluation.

3.27 CORRECTION OF ERRORS

1. YWC shall open the Financial Proposals of the Substantially Responsive consultants in accordance with sub-section 3.24 and 3.26. YWC shall examine each such Financial Proposal to determine whether it is complete and responsive to this document.

2. Bids determined to be substantially responsive will be checked by YWC for any arithmetic errors. Errors will be corrected by YWC as follows:

   (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

   (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of YWC there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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

3.28 EVALUATION AND COMPARISON OF BIDS

1. YWC will evaluate and compare only the bids determined to be substantially responsive in accordance with sub-section 3.26 and 3.27.

2. In evaluating the bids, YWC will adjust the bid price of each bid as follows:

   a. Making any correction for errors pursuant to sub-section 3.27.

   b. Applying any discounts offered by the bidder for the award of the contract, and

   c. the prices quoted by the Bidder are not subject to any adjustment during the performance of the Contract regardless any reasons.

3. If YWC find any serious, unbalanced prices in any financial offers of the consultant, it may require the consultant to produce detailed price analyses for any or all items of the financial offer, to demonstrate the internal consistency of those prices with the schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, YWC may require that the amount of the performance security set forth in sub-section 3.33 may be increased at the expense of the bidder to a level sufficient to protect YWC against financial loss in the event of default of the successful consultant under the Contract.

4. The consultants have to bid for all items in the Financial Offer Form (Schedule of Rates), noncompliance with this requirement will result in bid rejection.

5. After application of the established in section (1 to 4) above, the Evaluated Bid Price for comparison of bids will be the total price of the fixed fee for all projects.

3.29 AWARD

Subject to sub-section 3.30, YWC shall award the Contract to the successful consultant whose bid has been achieved all the requirements in accordance with this tender and in accordance with the total score of each responsive offer that will be calculated according to section 4.4.

3.30 YWC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

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

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

3.32 NOTIFICATION OF AWARD

1. Prior to expiration of the period of bid validity prescribed by YWC, YWC will notify the successful consultant in writing that its bid has been accepted. This letter (hereinafter and in the Conditions called the "Letter of Acceptance") shall specify the sum that YWC will pay the Consultant in consideration of the execution and completion of the Works and Service and the remedying of any defects therein by the Consultant as prescribed by the Contract (hereinafter and in the Conditions called "the Accepted Contract Amount").

2. The notification of award will not constitute the formation of the Contract, which only becomes effective upon signature by both parties.

3. Upon the successful consultant furnishing of the performance security, signing the Contract Agreement and start performing and commence the contract as per the active date. YWC will promptly notify the name of the winning consultant to each unsuccessful consultant and will discharge the bid security of the unsuccessful consultants, pursuant to sub-section 3.16.

3.33 SIGNING OF AGREEMENT

1. At the same time as YWC notifies the successful consultant that its bid has been accepted, YWC will send the consultant the Contract Agreement Form, incorporating all agreements between the parties.

2. Within days as stated in the Terms and Conditions, the successful consultant shall sign the Contract Agreement and return it to YWC, together with the required performance security. After confirmation that the performance security is acceptable, YWC will sign the Contract Agreement.

3. Upon fulfilment of sub-section 3.32, YWC will promptly notify the other consultants that their bids have been unsuccessful, and their bid security will be returned as promptly as possible, in accordance with sub-section 3.16.

4. The performance security shall be in the amount of 10% of the Accepted Contract Price and in the same currency of the Accepted Contract Price. In the case of joint ventures, the performance security should be issued in the name of the joint venture.

5. The performance security is to be provided by the successful consultant in the form set out in section 8 or in another form acceptable to YWC and it shall be issued by a bank located in Jordan or by a foreign bank through a correspondent bank located in Jordan and shall be accepted to YWC.

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

4. TECHNICAL EVALUATION AND SCORING

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

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

4.1 STAGE 1: SCREENING

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

YWC will inform the consultant of the disqualified proposal in writing, and he will be required to return his proposal and be handed the Bid Security.

4.2 STAGE 2: TECHNICAL EVALUATION

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

The evaluation of the Bidders' Technical Proposal will be solely and absolutely based on the content of the technical proposals of consultants and the presentation made by them. Though, YWC has the right to ask for clarifications, evidence, reference checks during the evaluation.

The technical evaluation marking and thus the technical evaluation score of each bidder will be based on the following criteria and details:

- **Table 1:Technical Evaluation Criteria and Scoring**

Criteria			Maximum Sub-Score	Maximum Score
1. Relevant Experience	Similar projects		6	6
2. Proposed Personnel	Project manager	Qualification Experience	4	17
	Task leaders	Qualification Experience	4	
	IT Data base design	Qualification Experience	3	

	GIS specialist	Qualification Experience	4	
	Certified Surveyors	Qualification Experience and certification	2	
3. Method Statement (Methodology)	Work Plan and Time Schedule		10	32
	The proposed method for managing and implementing the project and managing the staff		12	
	QA/QC plan		5	
	The company's understanding of the contract & project requirements		5	
4. Presentation	Explain the methods and criteria to be used		5	15
	Innovative procedure to be used		5	
	Questions and Answers		5	
Total				**70**

*The **Eligible consultant (Technically)** should score **at least 55 marks out of 70** to pass the technical evaluation and then to proceed to the next step **(Financial Evaluation).***

In the following elaboration, YWC is providing elaboration on the meaning and scope of expectations on each of the evaluation criteria.

The Highest Technical evaluation will get full Mark out of 70, and the remaining consultants will be given Pro-Rata Marks.

- Relevant Experience

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

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

Similar project/experience defined as follows:

a. Experience in prepare Detailed Design for Rehabilitation of water networks with house connection and the Consultant shall demonstrate relevant experience in successfully completed projects involving field surveys, verification, collection and/or updating of customer-related data for water and/or wastewater utilities. Relevant experience may include, but is not limited to, customer census and surveys, water meter surveys, service connection surveys, customer database updating, billing improvement, non-revenue water (NRW) surveys, GIS-based customer mapping, and other similar field data collection and verification assignments, and the consultant must have GIS experience and IT integration data experience.

• Proposed Personnel

Each consultant shall provide project organization structure and the list of staff (Consultant's personnel) as described in sub-section 6.14 and that is proposed to work in this project with their qualification's documents. Please attach Sealed and Signed Commitment Letter from each person. The consultant shall provide details of the proposed personnel and their experience records using forms PER-1 and PER-2 included in Section 5, Bidding Forms.

• Method Statement (Methodology)

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

1. Work plan and time schedule:

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

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

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

2. Brief statement demonstrating the consultants understanding of the nature and desired outcomes of the project.

3. Details of the arrangements, approaches and methods which the consultant proposes to implement for the executing of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the terms and conditions.

4. The consultant has to provide and demonstrate the IT specifications and design, database design for all project components, human resources management particularly survey team, database integration with the exits archiving database and with other database systems at YWC, (data base compatibility and synchronization is a most) targeting proper upgrade for CIS, work plan highlighting activities, deliverables, and time frame.

5. The consultant shall present and elaborate his commitment level to design and implement proper QA/QC plan.

6. The consultant shall provide his proposed health and safety plan.

7. Risk mitigation and response. The risk mitigation plan shall address all potential risks of all types, sources, possibilities, and severity levels. The plan shall be as clear and precise as possible in elaborating mitigation measures and response plans. Moreover, the allocation of responsibilities shall be sound and clear.

- Presentation

The consultant will be invited to give a presentation of his proposal at the time and venue as decided by YWC (virtual meetings, if necessary, will be deciding later). The presentation session will be conducted as per the following:

Furthermore, each consultant will present his methodology and IT solution/solutions in front of the evaluation committee during the evaluation process before awarding. In addition to describe and provide project organization structure for all staff to be hired to implement this project.

a. The presenters will be the proposed project manager accompanied with one of the GIS specialists and the IT database designer.

b. The presentation shall be given 90 minutes only without interruption and with no chance to extend more under any excuse.

c. The presentation shall use PDF format and will be submitted in hard and soft copies at the end of the session to YWC to be added to the technical proposal content.

d. The presentation shall not deviate from the submitted proposal, add to it, mention any pricing data, address any of the attendees from YWC side by any personal mean or use unclear promises.

e. The presentation shall be fully Arabic & English.

f. Attendees from YWC side will be the evaluation team, YWC seniors, consultants, and any expert YWC may find appropriate to invite.

g. The presentation will be followed by a 15-minute break, where the consultant team will leave to another reserved room.

h. YWC team will write down questions and clarifications to be submitted to the project manager after the 15-minute break.

i. Another break for 30 minutes will be given for the consultant's team to write down answers and clarifications.

j. The project manager will be back to the presentation room accompanied with the GIS specialist and the IT designer only to submit written answers and clarifications and only 15 minutes will be given to present answers and clarifications verbally.

k. The written document of questions and answers will be added to the technical proposal.

4.3 STAGE 3: FINANCIAL EVALUATION

1. The prices quoted in the financial proposal should include all activities and components that are described in the technical proposal. In addition to the prices of the IT devices and software licenses, etc.

2. YWC will evaluate and compare only the bids determined to be substantially responsive in accordance with section 3.26.

3. In evaluating the bids, YWC will adjust the bid price of each bid as follows:

   a. making any correction for errors pursuant to section 3.27.

   b. applying any discounts offered by the bidder for the award of the contract,

4. If YWC find any serious, unbalanced prices in any financial offers of the consultants, it may require the consultant to produce detailed price analyses for any or all items of the financial offer, to demonstrate the internal consistency of those prices with the schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, YWC may require that the amount of the performance security set forth in section 3.32 be increased at the expense of the consultant to a level sufficient to protect YWC against financial loss in the event of default of the successful consultant under the Contract.

5. After application of the established in section (1 to 3) above, the Evaluated Bid Price for comparison of bids will be the total price of the fixed fee for all project works.

6. Technical offers will be opened to all advanced companies.

7. The minimum mark for companies that will be eligible to open their financial offers is 55/70.

8. Financial offers for companies that pass the minimum mark for technical evaluation are opened, and financial offers are returned closed to other companies

9. Submit the financial offer on the form specified in the agreement

10. Arranging the prices offered from the most to the least

11. **The lowest prices are given the full mark out of 30 marks and the remaining will be given Pro-Rata Marks.**

The financial evaluation mark is collected (sum) for the technical evaluation score, and the bid is referred to the owner of the highest mark. **The highest evaluated score passed on 55 out of 70 (55/70) at least technically and 30 out of 30 (30/30) financially.**

12. The consultant must submit a copy of the original documents in full and be stamped with the seal of the tenderer office and signed by him.

13. Companies are required to inform the employer in writing of any change that occurs to their main technical personnel

14. The company must take into account that it is not permissible under any circumstances to include

Below the example for the winning consultant selection

The winning consultant for the above example is company "YYY"

in its technical offer what directly or indirectly indicates its price presented in the financial offer.

4.4 STAGE 4: WINNING BIDDER SELECTION

The winning consultant will be selected based on the highest total score of evaluation.

The Winning consultant = the highest technical score +the highest financial score

Quality Cost Base Selection										
Company	**Technical Mark**	**Technical Score (T)**	**Weight (W)**	**T x W**	**Price**	**Financial Score (F)**	**Weight (W)**	**F x W**	**Total Score**	**Ranking**
XXX										
YYY										
ZZZ										

Note: A company which fails to achieve the minimum technical score is rejected at the stage of quality cost base selection.

Quality Cost Base Selection										
Company	Technical Mark	Technical Score (T)	Weight (W)	T x W	Price	Financial Score (F)	Weight (W)	F x W	Total Score	Ranking
XXX	55	82.08955224	0.7	57.46268657	500000	100	0.3	30	87.462687	2
YYY	67	100	0.7	70	800000	62.5	0.3	18.75	88.75	1
ZZZ	60	89.55223881	0.7	62.68656716	700000	71.42857143	0.3	21.42857143	84.115139	3

5. BIDDING FORMS

5.1 LETTER OF BID FORM

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

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

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

We agree to abide by this Tender for a period of (180) days starting from bids submission date and it shall remain binding upon us and may be accepted at any time before the expiration of this period.

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

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

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

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

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

5.2 FORM OF BID SECURITY

Form of Bid Security

(Bank Guarantee)

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

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

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

a The Bidder, without your agreement, withdrew his offer after the latest time specified for its submission or before the expiry of its period of validity specified to be (180) days, or

b. You awarded the Tender to him, but he failed to sign the Contract Agreement in accordance with the Conditions and requirements set forth in the tender, or

c. You awarded him the Tender, but he failed to submit the Performance Guarantee in accordance with the Conditions and requirements set forth in the tender.

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: ----------

5.3 AVERAGE ANNUAL TURNOVER

In case of JV, each member of the JV shall fill in this form.

Annual Turnover Data for the years (2021, 2022, 2023,2024 &2025) Not less than 1.5 million JOD		
Year	**Amount Currency**	**JOD**
2021		
2022		
2023		
2024		
2025		
	Average Annual Turnover	

The information supplied should be the Annual Turnover of each member of the JV in terms of the amounts billed to clients for each year for work in progress.

5.4 PERSONNEL

Form PER-1: Proposed Personnel

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

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

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

Form PER-2: Resume of Proposed Personnel

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

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

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

6. TERMS AND CONDITIONS

6.1 DEFINITIONS

1. In this Contract, the following terms shall be interpreted as indicated:

   A. "The Employer" means the YWC Company.

   B. "Country" is the Hashemite Kingdome of Jordan.

   C. "The Consultant" means the individual or firm or Joint Venture appointed by YWC based on the Technical and Financial proposal to execute and perform the Work and Service under this Contract.

   D. "The Project Site," where applicable, means the place or places named in under this Contract.

   E. "The Contract" means the agreement entered into between YWC and the Consultant, as recorded in the Contract Agreement Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

   F. "Notification of Award" means the letter of formal acceptance, signed by YWC, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such notification of award, the expression "Notification of Award" means the Contract Agreement and the date of issuing or receiving the Notification of Award means the date of signing the Contract Agreement.

   G. "Letter of Bid" means the document entitled letter of tender or letter of bid, which was completed by the Consultant and includes the signed offer to YWC for the Works.

   H. "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

   I. "The Contract Price" means the price payable to the Consultant under the Contract for the full and proper performance of its contractual obligations.

   J. "The Goods" means all of the equipment, machinery, plant, and/or other materials, which the consultant is required to supply to YWC under the Contract.

   K. "The Service/The Work" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the consultant covered under the Contract.

   L. "Party" means YWC or the Consultant, as the context requires.

   M. "Currency" means Jordanian Dinar (JOD) only.

N. "Day" means calendar day and "year" means 365 days.

O. "Origin" means the place where the Goods were mined, grown, produced, or manufactured, or from which the Services are supplied.

P. "Optional Item" means the items that the Employer without being subjected to any financial, legal, or contractual claims has the full right to: Omit these items, or execute these items by himself or any sub Consultant or by the electrical distribution company. In this case the Consultant shall make full coordination with any one of them.

6.2 PRIORITY OF DOCUMENTS

1. Priority of Documents: the documents forming the Contract are to be taken as mutually explanatory of one another. Unless otherwise stated or agreed between both parties, the priority of the documents shall be in accordance with the following sequence:

A. The Contract Agreement
B. Notification of Award (The Letter of Acceptance)
C. Presentation Session
D. Letter of Bid
E. Consultant 's Technical and Financial Offer
F. The Addenda No.s ……..;
G. Request for Proposal Documents (Invitation to Bid, Instruction to Bid, Terms and Conditions, Scope of Work, Data Bank)
H. Invitation to Bid
I. Any other documents forming part of the contract.

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

6.3 NOTICE

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

6.4 LAW AND LANGUAGE

1. The language of the Contract Agreement **English language** and all related communication correspondence shall be in the **English language**.

2. The Consultant, as an assignee of the responsibilities and activities described in this tender by YWC, will be entitled per the Contract signed for this project to perform needed works and activities on

behalf of YWC inside the project area and in places agreed upon with YWC, for the lifetime of the contract.

3. All Jordanian laws, bylaws, standards, codes and instructions adopted or issued by the government of Jordan which has relation with the Contract activities and are under YWC responsibility to apply or abide with or be ruled by, are binding and is the Consultant's responsibility to apply, abide with and be ruled by.

4. Procurement of goods and/or services shall be of a nationality and source complying with US Government geographical code number 937.

5. Subscription agreement signed or will be signed with new customers after the active date between YWC and each of the customers inside the project area is still applied to rule the relation, the rights, and responsibilities of the Consultant (as a representative of YWC) with the customer.

6. The Consultant is not entitled to issue any certificate, send communication, receive communication, publish media material or press releases, give testimonials, promise commitment, procure or sell, share data or reports related to this contract, act as a representative or speak on behalf of YWC in any place, time, incident or case in any way, unless explicitly entitled to do so via clear text in this RFP, the contract to be signed or written official approval prior to the act.

7. The Consultant is obliged to abide with YWC's codes, specifications, policies, and regulations in all the activities conducted for the implementation of this contract.

6.5 CONTRACT AGREEMENT

1. These tender documents shall be part of the Contract Agreement.

2. The Parties shall enter into a Contract Agreement, which shall be prepared by YWC, within 10 days of receiving the award of the Contract form, unless they agree otherwise.

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

6.6 CONTRACT PRICE AND PAYMENT TERMS

The payment accrual process shall be made to Batch-based payment: monthly IPC = 80% of QA/QC-accepted batches + 20% of integrated batches + other accepted items. Rejected batch = no payment, re-collection at consultant cost. Service credits replace refundable reserves.

6.6.1 Payments shall be made through monthly Interim Payment Certificates (IPCs). The amount of each IPC shall be calculated exclusively on the basis of work accepted during the month, as follows:

(a) eighty percent (80%) of the contractual value of each survey batch that has passed QA/QC acceptance in accordance with 7.8 during the month.

(b) the remaining twenty percent (20%) of the contractual value of each batch whose data have been integrated into the X7 system and the GIS and verified in accordance with 7.6 during the month & confirmed illegal-use evidence files;

(c) The value of other BOQ items (archiving) accepted by YWC during the month.

6.6.1. No payment entitlement shall accrue for batches submitted but not yet accepted, nor for progress declared but not verified. A batch that fails QA/QC acceptance generates no payment entitlement whatsoever; it shall be re-collected and resubmitted at the consultants sole cost in accordance with 7.8.

6.6.1. Service credits. Where an accepted deliverable is subsequently found non-conforming and the consultant fails to correct it within thirty (30) days of written notification, fifty percent (50%) of the amount withheld in respect of that non-conformity shall be definitively forfeited to YWC as a service credit; beyond sixty (60) days, one hundred percent (100%). Forfeited amounts are not released upon later correction.

6.6.1. The provisions of this sub-section prevail over any conflicting general payment procedure of YWC.

1. In the event of delayed payments:

   A. If the Consultant does not receive payment in accordance with this tender conditions and payments methods, the Consultant shall be entitled to receive financing charges (interest) compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence after 56 days after YWC receives the Statement of payment certificates and supporting documents.

   B. The interest rate for the period of the delay calculated at a rate equal to 5% of the due outstanding amount and shall be adjusted either by increase or decrease according to any modifications enacted on the Civil Procedure Law and shall be paid in the currencies defined.

   C. The Consultant shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

   D. If YWC fails to certify any payment certificate or YWC fails to comply with the dates for the Consultant 's due payments, the Consultant may, after giving not less than (21) days' notice to YWC, suspend work (or reduce the rate of work) unless the Consultant has received the Payment Certificate or the due payment as the case may be and as described in the said notice

   E. The Consultant's action shall not prejudice his entitlement to financing charges and his entitlement to terminate the Contract.

   F. If the Consultant subsequently receives such Payment Certificate or the due payment before giving a notice of termination, the Consultant shall resume normal working as soon as is reasonably practicable.

6.7 CONFIDENTIAL DETAILS

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

6.8 USE OF CONTRACT DOCUMENTS AND INFORMATION

1. The Consultant shall not, without YWC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of YWC in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2. The Consultant shall not, without YWC's prior written consent, make use of any document or information enumerated in item 1 above except for purposes of performing the Contract.

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

6.9 ADJUSTMENTS

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

6.10 TIME FOR COMPLETION

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

6.11 PERFORMANCE SECURITY

1. The Consultant shall obtain (at his cost) an un-conditional Performance Security for proper performance, in an amount of equal to 10% of the Accepted Contract Amount valid and enforceable until the Consultant has executed and completed the Works and remedied any defects.

2. The performance security shall be issued by a bank located in Jordan or by a foreign bank through a correspondent bank located in Jordan and acceptable to YWC.

3. The Consultant shall deliver the Performance Security to YWC in the same day of signing the Contract Agreement.

6.12 CONSULTANT 'S OBLIGATIONS

1. The Consultant shall comply with all requirements.

2. The Consultant shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country of YWC that are necessary for the performance of the Contract, including, without limitation, visas for the Consultant's and Sub Consultant 's personnel and entry permits for all imported Consultant 's Equipment. The Consultant shall acquire all other permits, approvals and/or licenses that are not the responsibility of YWC and that are necessary for the performance of the Contract.

3. The Consultant undertakes to YWC that the work to be carried out accurately and without any negligence or error or omission, whether negligent or caused the omission or error in the events of any breach by the Consultant of its obligations under the contract or did not cause any breach.

4. The Consultant undertakes to comply with laws and regulations in the Hashemite Kingdom of Jordan and all the requirements and terms and conditions of YWC relating to health, safety, security, and environment.

5. If the Consultant unable to secure the specified personal protective equipment which include (helmet, safety shoes, safety glasses, cut resistance gloves), then YWC will issue such equipment's to the Consultant and deduct the cost form Consultant invoices.

6. YWC has the full right to stop Works in case of safety violation by the Consultant's Personnel. Offenders will be asked to leave the site where it does not allow them to return to work until the violation is corrected and will not be allowed to return to active duty in the event of repeated violation.

7. The Consultant shall cover his Personnel with appropriate medical insurance and Social Security coverage. The Consultant will be responsible for securing the appropriate remedies in the event of work accident.

8. In case that another Consultant, employed by YWC, is working in the same area, similar provisions for cooperation shall be reflected in their Contracts. YWC shall notify the Consultant of the presence of such other Consultant s.

9. The Consultant shall take full responsibility for the care of the services and works till handing over the works to YWC.

6.13 SUBCONSULTANT

1. The Consultant shall not assign any part of this contract to third parties or assign any sub Consultant to carry out any part of this project unless it was stipulated in the Tender Document or the offer that the bidder submitted. Otherwise, YWC has the full right to cancel the agreement with the bidder/Consultant based on article 1.8 of this contract/tender.

2. In all cases, the Consultant shall obtain the prior approval of YWC for any sub Consultant to do any work and shall submit to YWC the required information for any proposed sub Consultant s in terms of his qualifications, experience, and efficiency to complete such work. Entered into with the Sub Consultant and the Consultant shall be liable "for full liability for all works and services required, and for any error or shortcoming resulting from the work of the Sub Consultant or its employees.

6.14 CONSULTANT 'S PERSONNEL

1. **The Consultant shall provide the following personnel as a minimum to implement the Contract scope:**

   A. Project Manager (Full time / No.1): B.Sc. in civil engineering or IT, with at least 15years' experience in managing and direct similar projects. In case of the Consultant fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 200JD/day/each shall be deducted from each Interim Payment Certificate.

   B. Task leaders for each component (Full time / No.1): (university degree) with at least 10 years' experience in managing and direct staff in similar projects. In case of the Consultant fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 150JD/day/each shall be deducted from each Interim Payment Certificate.

   C. GIS specialist (Full time / No.1): (university degree) with at least 5 years' experience in similar projects. In case of the Consultant fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 100JD/day/each shall be deducted from each Interim Payment Certificate.

   D. IT data base designer (Full time / No.1): B.Sc. in computer science or relevant field, with at least 7 years' experience in similar projects. In case of the Consultant fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 70JD/day/each shall be deducted from each Interim Payment Certificate.

   E. Surveyor (Full time / No.4): Diploma in surveying engineering, with at least 5 years' experience in surveying building projects, the surveyor shall be certified from the DLS. In case of the Consultant fails to provide the personnel or in case of absence without providing a substitute, an amount of penalty equal to 50JD/day/each shall be deducted from each Interim Payment Certificate.

   F. Field Researchers (Full time / contractual minimum No. (20): relevant educational degree or diploma, minimum one year of professional experience, court clearance certificate. The minimum number of Field Researchers stated here is contractual and derived from the perimeter in Annex P; the Bidder may propose a higher number in its methodology, which then becomes the contractual minimum. In case of staffing below the contractual minimum without an approved substitute, a penalty of 40 JD/day per missing Field Researcher shall be deducted from the Interim Payment Certificate..

G. Minimum production cadence. The consultant shall sustain the monthly throughput resulting from the Al- Mafraq & North Badyah phasing table of 7.4. Unless the approved work plan justifies

otherwise, this corresponds to a minimum of [6,000] ACCEPTED survey records per calendar month after the commencement order. Records count towards the cadence only upon QA/QC acceptance of their batch (7.8). Any monthly shortfall triggers a malus of [0.5%] of the monthly IPC per tranche of 1,000 records below the applicable minimum. Within any single Al- Mafraq & North Badyah phase whose indicative duration exceeds three months (in particular Al- Mafraq & North Badyah), the monthly minimum applies without derogation. This malus is independent of, and cumulative with, the Liquidated Damages of 6.17.

H. Contractual minimum of Field Researchers with daily penalty; minimum monthly cadence of Accepted records with malus, cumulative with 6.17 liquidated damages.

6.15 CHANGE ORDERS

1. YWC may at any time, by a written order given to the Consultant pursuant to Clause 6.3, make changes within the general scope of the Contract.

2. If any such change causes an increase or decrease in the cost of, or the time required for, the Consultant's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment under this clause must be asserted within thirty days (30 days) from the date of the Consultant's receipt of YWC's change order.

6.16 DELYAS IN THE CONSULTANT 'S PERFORMANCE

1. If at any time during performance of the Contract, the Consultant should encounter conditions impeding timely delivery of performance of Services or Work, the Consultant shall promptly notify YWC in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Consultant 's notice, YWC shall evaluate the situation and may at its discretion extend the consultant time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

6.17 LIQUIDATE DAMAGES

1. If the Consultant fails to perform the Services and Works within the period(s) specified in the Contract, YWC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, 750 JDs/day (Seven hundred fifty Jordanian Dinars per day), up to a maximum deduction of the percentage not exceed Fifteen (15%) percent of the Contract Price. Once the maximum is reached, YWC may consider termination of the Contract pursuant to Clause 6.18.

6.18 TERMINATION FOR DEFAULT

1. YWC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant , may terminate this Contract in whole or in part:

    a. if the Consultant fails to Perform the Services and Works within the period(s) specified in the Contract, or within any extension thereof granted by YWC

    b. if the Consultant fails to perform any other obligation(s) under the Contract.

    c. if the Consultant , in the judgment of YWC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

6.19 FORCE MAJEURE

1. The Consultant shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purposes of this clause, "Force Majeure" means an exceptional event or circumstance which is beyond the control, such party could not reasonably have provided against before entering into the Contract, having arisen such party could not reasonably have avoided or overcome, and is not substantially attributable to the other Party. Such events may include, but are not restricted to, acts of God or of the public enemy, fires, floods, snow-storms, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather.

3. Force Majeure shall not include insufficiency of funds or failure to make any payment required.

4. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such Party's Experts, sub Consultant, or employees.

5. If a Force Majeure situation arises, the Consultant shall promptly notify YWC in writing of such condition and the cause thereof. Unless otherwise directed by YWC in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.20 GUARANTEES AND INSURANCE

1. For the assurance of sound implementation of Consultant's duties and obligations and to ensure quality achievement of targets put for this contract, the Consultant, at its own cost and expenses, shall be required to provide and maintain the following guarantees and insurances, naming YWC as beneficiary:

Bid Security

Performance Security

Warranty for Defects

Third party general legal and contractual liability with a cross liability provision for a combined limit of 20,000 JOD per occurrences per person with no limit on the number of occurrences to cover any loss, damage, death, and/or bodily injury or otherwise any one occurrence, which may occur to any physical property or to any person except the to the insurance stated in all risks insurance.

All risks insurance to cover the following, but not limited to; materials, Consultant's equipment and personnel. etc., for the entire value of contract +15%.

Other Insurances: Such other insurances as may be specifically agreed upon by the parties.

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

6.21 TERMINATION FOR BANKRUPTCY

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

6.22 TERMINATION

1. YWC may at any time terminate the Contract for reasons other than the reasons stated in clauses 6.18 and 6.21. In this case, YWC shall give the Consultant's notice period of (30) days for the suspension of the contract. Upon termination, the two parties shall agree on the method of accounting and compensate the Consultant for actual costs and losses which may be incurred as a result of termination of this contract.

2. If this tender is terminated by YWC for any reason at any time before completion of the Works and Services set out in this tender, YWC shall only be liable to reimburse eligible payments made by, or due to, the Consultant before the date of termination.

6.23 RISK

1. The Consultant shall indemnify and hold harmless against and from all claims, damages, losses, and expenses (including legal fees and expenses) in respect of:

    a. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by YWC; and

    b. Damage to or loss of any property, real or personal (other than the Contract works), to the extent that such damage or loss arises out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by YWC.

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

6.24 DISPUTE RESOLUTION

1. In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract or the breach thereof, the Parties shall use their best efforts to settle the dispute amicably by mutual consultation.

2. If the dispute has not been settled amicably within 30 days from the date of the dispute, it shall be settled in accordance with the applicable laws of Arbitration of the Hashemite Kingdom of Jordan. The Arbitration shall be held in Irbid-Jordan and conducted in the language of agreement. The Arbitral Tribunal shall be composed of One arbitrator, all assigned in accordance with the said rules. The decision of the arbitral tribunal shall be final, binding, and conclusive for the Parties.

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

7. SCOPE OF WORKS

7.1 INTRODUCTION

Jordan is known for its limited water resources, with water demand exceeding sustainable supply. One of the greatest challenges Jordan faces in the water sector is the high level of Non-Revenue Water (NRW). Yarmouk Water Company (YWC) is the largest water utility in northern Jordan, managing water and wastewater services across the governorates of Irbid, Mafraq, Jerash and Ajloun.

This Project covers the entire customer base of the Al- Mafraq & North Badyah of YWC. As per the X7 system extract dated [September 2026] attached as Annex P, this base comprises **70,106** registered accounts, of which 61,103 are active and 9,003 are disconnected.

The Comprehensive Subscribers Survey (CSS) shall cover: (a) all active accounts; and (b) all disconnected accounts, for which the survey shall establish the qualified field status of the connection and of the meter (meter physically present / meter absent / suspected reconnection or illegal use), it being understood that disconnected connections with a meter still installed are a priority risk area for illegal reconnection.

Unit rates shall apply to the actual quantities counted and accepted in the field. Variations of actual quantities within ±10% of the figures stated in Annex P shall not give rise to any revision of unit rates or of the Time for Completion. Variations beyond ±10% shall be handled exclusively under 6.15 (Change Orders).

Correcting and completing customer data, qualifying every service point, and archiving all customer files across this perimeter is the main goal of this Project, as a first structural step of YWC's NRW-reduction strategy.

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

7.2 PROJECT MAIN OBJECTIVE

This project aims to collect accurate data and information about customers for water and wastewater in (Al- Mafraq & North Badyah) – Al- Mafraq governorate - by:

a- Correct water meter/customer data, and provide a list of meters that need to be relocated.

b- Identification of "un-located" or "lost" subscribers, and of cases of illegal water use or connections. Every suspected illegal-use case shall be delivered as a qualified evidence file conforming to the template in Annex F (system-generated time stamped photographs, GPS coordinates, factual description, subscriber, and parcel references), usable by YWC in enforcement proceedings.

c- Optimising meter-reading routes: the deliverable is a set of route files per ROU, loadable into the X7 system in the exchange format defined in Annex D, assigning every active service point to a reading route, together with the corresponding route maps in the GIS.

d- Update the accurate meters locations during the survey, and the Consultant must submit a Shape file for all meters after the end of the survey.

e- Update the GIS and CIS databases to reflect the outcomes of the survey.

f- The Consultant shall submit, at the end of the Project, submitted detailed shop drawings covering all quantities and works related to meter alignment and customer relocation, including new house connections, pipes, fittings, valves, and all other associated works.

7.3 PROJECT DESCRIPTION

This project has 2 main components CSS at YWC for Al- Mafraq & North Badyah – Al- Mafraq Governorates, Archiving files each component consist of two stages: preparation stage and execution stage.

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

- Comprehensive Subscribers Survey at Al- Mafraq & North Badyah – Al- Mafraq Governorate.

7.3.1.1 Main Items of the CSS

This component includes the following items:

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

- Provide high quality tablets for both CSS team & YWC Al- Mafraq & North Badyah Auditing team as needed Temporary use for YWC staff: the specifications and total number of these tablets must be specified in the technical offer. The operating system of the tablets must be compatible with the operating systems that are used at YWC and other computers in this project.
- Provide desktop computers compatible with the tablets for the purpose of this survey. The specifications and total number of desktops, laptops, and compatible licence must be specified in proposed design that will be submitted within the technical offer.
- All equipment's purchased for the purpose of this survey should be returned to the YWC at the end of project.
- The Consultant shall procure and provide an up-to-date, officially validated GIS Parcel Layer (Polygon Feature Class) from the Department of Lands and Surveys (DLS) covering the entire study area of Al- Mafraq & North Badyah. The dataset must be delivered in an Esri Enterprise Geodatabase (.gdb) format strictly matching the Palestine Grid 1923 projection system (Palestine with a fully populated attribute table including: Governorate, District, Municipality, Village Name/Code, Block Number/Name (الحوض), Sector Number (اللوحة), Parcel Number (القطعة), and DLS National ID. In addition, the Consultant shall continuously update and digitize any newly subdivided parcels encountered during field surveys and submit a dedicated changelog layer to YWC.
- Nominating qualified survey team: this component needs special trained team to deal with the public (Al- Mafraq & North Badyah citizens). Therefore, the consultant shall:
    - Select trained and qualified staff with court clearance certificate.
    - Obtain YWC's project manager's approval for the selected staff.
    - The staff must be fixed and any change in the staff must be approved by YWC-Al- Mafraq & North Badyah.
    - Submit all team CVs and official documentation with the technical offer for the staff such as project manager, IT staff, Database design staff, GIS specialist, certified surveyors etc.

- Provide the survey team with, identification badges and uniforms clearly showing the title of the project. Identification badges must be given back to YWC after the completion of the project.

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

- Design and program electronic survey forms based on customer survey forms attached in Annex (1) , the final form to be agreed on after the contract signature , and upload them into the tablets with GIS base maps (parcels, streets, landmarks,..) to be ready and functional for field works.
- Collect, store, and analyse field information/data for water customers at Al- Mafraq & North Badyah.
- Fill the information /data and gaps into YWC's water exacting customer database.
- Integrate the survey databases with exacting customer database.
- Provide fully integrated system between comprehensive customers' survey database and the existing customer database at YWC.

C. Design and establish web-based database system as online customer survey tools for water customers with the same fields as the comprehensive survey system, that upload the data into YWC servers, this system should have practical GUI and easy to use by the customers.

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

7.3.1.2 Stages of CSS:

A. Preparation Stage:

In this stage the consultant shall:

- Hire sufficient staff dedicated for this competent such as project manager, IT staff /database programmer, GIS specialist, survey team, etc.
- Provide state-of-art IT solution for the comprehensive customer survey. This shall include IT equipment (hardware and software) such as but not limited to tablets and desktops with all accessories (batteries, cables, chargers, operating systems, database for tablets, applications /licensed software)
- Prepare tablets equipped with GIS, database, the archived data, and user-friendly data entry interface to facilitate and collect all required survey information, based on the attached sample audit form Annex (1).
- Ensure that tablets have GPS tracking system to monitor surveyor during field work.
- Ensure that all equipment are synchronized and connected.
- Design, implement, and upload of the survey forms into the tablets.
  - Conduct the comprehensive customer survey based on villages boundary's or Distribution Zones (DZs). YWC will determine the priority of zones that need to be surveyed, Moreover the consultant shall:
    - Prioritize the zones that need to be surveyed based on YWC Al- Mafraq & North Badyah requirements anytime in the project without extra cost.
    - Start with a demonstration zone with 2,000-3000 customers and implement a detailed survey, and produce a report with the results before the starting of the comprehensive survey for all of Al- Mafraq & North Badyah– Al- Mafraq Governorate.

- Divide the survey work into batches or phases each of them contains 2000 -3,000 customers based on villages boundary's or Distribution zones as per YWC Al-Mafraq & North Badyah priorities provided that the survey areas must not be scattered .
- The batch (2,000–3,000 customers) becomes the contractual unit of acceptance and payment; separate batches for disconnected accounts.

- Each batch of 2,000–3,000 customers constitutes the contractual unit of acceptance and payment: QA/QC acceptance (7.8), X7/GIS integration verification (7.6), and payment (6.6) all operate at batch level. Batch boundaries follow village boundaries or Distribution Zones as per YWC priorities and shall not be scattered Disconnected accounts (Annex P) may be constituted into dedicated batches. For these batches, the acceptance criteria of Annex 1 apply to the fields relevant to a disconnected service point, and the qualified field status of the connection and meter (present / absent / suspected reconnection) is a High-significance mandatory field.
- Establish a web-based database website for water and customers' as per point 3.2 D. and distribute the website address during the execution of the survey.

B. Execution Stage

In this stage the bidder shall:

- Submit a detailed work plan with well-defined milestones, showing all execution stages with deliverables. YWC will review and approve the work plan before the execution stage of this component.
- Determine the survey zoning based on YWC's requirements and priorities.
- Prepare customer survey routing system using GIS parcels layer by which the surveyors would determine the location and total number of customers expected in the field. In case of any changes or modifications, the surveyors need to report and modify the database. The routing must be based on field visits.
- Execute customers' survey for the demonstration zone with 2,000-3000 customers using tablets to collect, store, and analyse water field information with full integration between databases then upgrade YWC CIS system accordingly. To examine the quality of the collected data to modify the work procedures if required, examine database functions, and integration between demonstration survey databases with YWC existing CIS.
- Apply quality control/quality assurance during the demonstration zone. Consultant's quality control teams must submit reports with all errors and problems happened at site and the remedies activities taken by them to solve those problems.
- Implement the other zones in Al- Mafraq & North Badyah with a total customers of 2,000-3,000 for each batch to complete all Al- Mafraq & North Badyah water customers after the completion the demonstration zone survey results and YWC's approval .
- Apply Quality Control / Quality Assurance (QA/QC) measures and steps for each batch to make sure that the surveyor fill in all required fields without mistakes or missing customers. Archive all customers files(Water ,Sewage, illegal use)YWC archiving system
- Integrate the comprehensive customers' survey for water & sewer with the YWC X7 databases then update YWC- Al- Mafraq & North Badyah customers accordingly and link the customer with his actual location as per field input.
- Determine the illegal use such as but not limited to connection before the meter and rain water drain connection with sewage. During the daily reporting, and document the location with GPS and pictures. (Training will be held by YWC to train the Consultant's staff on discovering illegal use cases).

- Determine and provide tables for all meters during the survey need to be relocated, sealed, and re-implemented.
- Shop drawings showing the suitable location for meters need to be relocated
- Take clear picture for all meters that could determine the meter number, meter status and seal condition.
- Determine & provide tables for all water house connections need to be replaced.
- Proposed design for water house connections need to be replaced
- Archive all survey documents on the existing archiving system
- For closed buildings, the surveyor is requested to visit the location 3 times in 3 different times and the submitted data must include the time stamp for verifications, and the third visit will be with YW staff to complete the verifications.

- Comprehensive Customer survey : all required data for this component are listed in the audit forms Annex(1)

- Component 2: Configuration and Implementing Archiving System for Customers files in Al- Mafraq & North Badyah– Al- Mafraq Governorate.

7.3.1.3 General:

This component could be started during the execution of component one (comprehensive customers' survey). The implementing archiving system must be at the office. This component shall include:

A. Studying the effectiveness of the existing archiving system at Al- Mafraq & North Badyah. The consultant shall:
- Review the existing archiving system and identify the deficiencies.
- Study Al- Mafraq & North Badyah needs and requirements to either update or create new archiving system
- Provide fully integrated system between archiving database and the existing customer database at YWC

B. Configurate the existing archiving system in Al- Mafraq & North Badyah.

C. The bidder shall:
- comigrate existing archiving system based on YWC requirements to obtain effective system.

D. Providing required IT solution for archiving system.

E. The consultant shall:

- Provide high-quality Personnel Computers, Scanners, Printers, compatible licence, and any equipment's need for both archiving team & YWC (Al- Mafraq & North Badyah) Auditing team (Qt:5 Temporary use for YWC staff): the specifications and total number of these equipment's must be specified in the technical offer. The operating system of the personnel Computers must be compatible with the operating systems that are used at YWC and other computers in this project.
- All equipment's purchased for the purpose of this survey should be backed to YWC at the end of project.

7.3.1.4 Archiving System Work Stages:

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

- ❖ Prepare a comprehensive work plan and time frame to complete this task. .
- ❖ Hire sufficient specialized staff; identify responsibilities to avoid errors to create accurate and optimal archiving system.

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

- Study YWC existing archiving system and prepare a detailed work plan.
- Develop efficient archiving system based on the existing archiving system & YWC requirements.
- Archive all sewer, water& illegal use customers files into the archiving system.
- The consultant must secure an office of at least 150 m^2 for arranging meetings and following the progress with the YWC team and for an archiving system for customers' files, and his devices in a suitable place to cover all project phases, and the consultant must obtain the approval of the Employer regarding the locating of the offices. The consultant shall secure a fully equipped rooms for the use of his staff, so that the office is equipped with the furniture and equipment in addition to securing internet connection, and the office equipment is owned by the consultant after the completion of the project.
- The consultant should submit hybrid car not less than 2,000 cc capacity, model 2022 and above with monthly fuel of 250 litres. Maintenance and insurance, car registration cost to be covered throughout the contract.

7.4 PROJECT SCHEDULE AND TIME FOR COMPLETION

The Consultant shall complete the whole Service and Work within 12 months and as per the following:

- **Table 2: Project Duration**

No	Project Component	Duration	Quantity
1	Comprehensive Customer survey for Al-Mafraq & North Badyah (CSS)	12 months	Start after the commencement order
2	1-configure and develop existing archiving system upon YWC requirements. 2- Archive all water & sewer customers files on the archiving system for Al- Mafraq & North Badyah	12 months	Start after the commencement order

7.5 MAIN DELIVERABLES AND REPORTS:

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

7.6 GENERAL TECHNICAL REQUIREMENTS

- YWC's project manager has the right to give the Consultant orders to execute part of the works in this project at night-time, if needed, after YWC's official working hours without extra or additional cost.
- YWC will conduct pre-bid meeting with field visit, as stated in the instructions to Bidders, to answer all technical questions and to give the bidder the opportunity to meet technical departments that are involved in the project and the project management team in addition to visiting the surveying locations.
- The consultant shall prepare a presentation and a demo to be performed to YWC with the proposed solutions, methodology and approach for all components.
- The consultant shall submit the work plans for each component and stage not exceeding 15 days after the awarding date. This work plan needs to be updated during the preparation and execution of each component.

- All database, information, surveyed information ownership in this project belongs to YWC and the consultant has no right to use them elsewhere.
- YWC will provide the winning consultant with the description of existing Customers database as per YWC's regulations. The consultant shall assure confidentiality of the information provided by YWC.
- The consultant must use any GIS shape file based upon YWC's GIS specifications and procedures such as (Cassini-Palestine-Grid) projection used by YWC.
- YWC will review and approve any work plans required in the project before the start of activities.
- Field Survey Precision vs. GIS Batch Control Standards
  - Field Measurement Precision: For all field survey operations, the Contractor shall capture the physical location of each water meter relative to the actual building structure using survey-grade RTK / DGPS equipment, adhering strictly to a positional accuracy of sub-meter (< 1.0 m). Capturing coordinates at parcel centroids or building entrances as spatial proxies is strictly prohibited.
  - GIS Batch Control & Topology Acceptance: To accommodate cadastral boundary tolerances during automated quality verification, a 3-meter spatial containment buffer around the parcel polygon shall govern the GIS batch topology checks. Any measured meter point falling outside this 3-meter containment buffer shall be flagged as a spatial error and rejected, requiring a re-survey at the Contractor's sole expense.
- The consultant shall announce during the customers' survey component that surveyors are required to collect water bills from each household.
- The consultant shall provide his team with all ways of communication (mobile, internet, WIFI,) as well as cars or vehicles on his own cost without requesting for extra cost.
- The consultant shall provide solutions for offline/ semi offline communication in case all communications options mentioned above is not available at the field.
- The consultant is not allowed to discuss any findings with the public. The consultant shall only report the findings to YWC. The consultant shall enforce all safety measures for his staff during all types of work activities.
- YWC holds no responsibility from any kind or source (financial, legal etc. of accidents during the execution of the project. The consultant must be responsible for any work injury to any person, whether employees, general public, or any accidents that damages the property of others resulting from the failure to take necessary public safety.
- It is required to deliver any IT equipment after project completion to YWC
- It is required to implement security and data transfer encryption for all systems in the project such as archiving system and survey system with user authentication and authorization.
- All submitted areas should be within one meter accuracy Based on a Survey Report by certified surveyor by land Department to measure the area of each building, apartment for each customer and additional areas
- The Consultant shall procure and provide an up-to-date, officially validated GIS Parcel Layer (Polygon Feature Class) from the Department of Lands and Surveys (DLS) covering the entire YWC project area, in Esri Enterprise Geodatabase (.gdb) format matching the Palestine Grid 1923 projection system (EPSG: 28191). The layer must include all newly executed land subdivisions/divisions and be fully populated with official attribute data (Governorate, District, Village, Block No/Name, Sector No, Parcel No, and DLS National ID). Furthermore, any field-identified or recently subdivided parcels must be digitized and submitted as a dedicated Spatial Change-log Layer accompanied by their corresponding DLS subdivision plans.
- Integration SLA. The data of each accepted batch shall be integrated into the X7 system and the GIS within fifteen (15) calendar days of batch acceptance. Verified integration triggers the 20% balance of 6.6.1(b).

- Data dictionary. The exchange format and data dictionary in Annex D are contractual. Any survey field without a mapped destination in X7 or the GIS shall be flagged to YWC before the demonstration zone.
- Consultant baseline. YWC provides to all consultants, as Annex K, an anonymized baseline of known data anomalies (including meter-status anomaly codes and accounts without a termination-reason code) together with the description of the existing customer database structure. Cases already listed in Annex K are deliverable as field-verified status updates.
- Geolocation and photographic validity. At least ninety-eight percent (98%) of the points of each batch shall have coordinates inside the correct parcel polygon (maximum error 10 m). A photograph in which the meter number and the current reading are both legible is a validity condition of each record; failing this, the record is non-conforming for the purposes of 7.8.
- Software reversibility. For all systems developed or configured under this Contract (survey application and database, online customer survey portal, progress dashboard, archiving system), the consultant shall deliver the source code, database scripts, transferable licences, deployment documentation, and operating manuals. A full reversibility test executed jointly with YWC IT is a condition precedent to the Final Payment (7.10).

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

The Consultant shall:

- Create a QA/QC team reporting directly to YWC- project manager.
- Set up QA/QC procedures for the entire project and submit it to YWC's project manager for approval.
- Submit an integrated plan for testing and quality control, including the types of the proposed examinations, spot checks, the mechanism of its application and distribution throughout the project.
- For comprehensive customers' survey component, a control sample must be applied with a total of 2000 - 3000 customers at the beginning of executing stage. This component shall identify the methodology, challenges faced, implementation efficiency, accuracy, and time frame.
- Set up QA/QC committee headed by YWC's nominated project manager. This committee has to meet periodically to go over the quality of the outcomes.
- The Consultant 's must make sure that the survey application will not be opened for the surveyor if he was not at the surveying area , this must be elaborated in the presentation and to demonstrate the method of controlling the surveying process.
- Be diligent in the performance of all required duties at the highest levels of professional practice. Qualified persons shall be employed both in this field of expertise and experience. The consultant shall inform YWC of the names and expertise of those who will provide the required services. **If YWC realized that the professional performance of the Consultant's technical staff is not consistent with the requirement of the above described components, YWC has the right to ask in writing from the bidder to rectify the situation by hiring new competent technical staff and to reorganize the working group in accordance with requirement. The Consultant shall take into account the required corrective action that YWC stated in their letter.**

7.8 PROCEDURES TO CONFIRM THE QUALITY

The consultant shall:

- Visit the closed sites/households three times at a minimum in three different times (during working hours, holidays and after working hours) before confirming that the site is closed. The consultant shall take the geographic location of that site and report periodically through special reporting system the specific cases. (And the third visit will be with YW staff to complete the verifications).
  - During the stages of analysis and design, the bidder shall develop test scenarios to assure quality of all components, including all test and test routes and the most important sites in the systems to be tested and linked to the proposed inspection plan.
  - Sampling. For each batch submitted, YWC shall draw a random sample of five percent (5%) of the records (minimum 150 records), without the consultant present, according to the written protocol in Annex Q.
  - Conformity. A record is non-conforming if any required field is missing or incorrect, or is unsupported by the required photographic or GPS evidence, or breaches the validity conditions of 7.6 Non-conformities are weighted by the significance categories of Annex 1: High × 1.0; Medium × 0.5; Low × 0.25.
  - Batch error rate = (sum of weighted non-conformities) ÷ (number of records inspected).
  - Acceptance. The batch is accepted if its weighted error rate is less than or equal to two percent (2%). Acceptance triggers the 80% payment entitlement of 6.6.1(a).
  - Rejection. If the weighted error rate exceeds 2%, the batch is rejected in full: no payment entitlement arises; the entire batch shall be re-collected and resubmitted at the consultants sole cost within thirty (30) days. A second rejection of the same batch triggers, in addition, a non-refundable penalty of twenty percent (20%) of the batch value.
  - Suspension. Three batch rejections within any rolling three-month period, or a weighted error rate exceeding ten percent (10%) on any batch, entitle YWC to suspend the Works and to apply 6.18 (Termination for Default).
  - Closed premises. The three mandatory visits at different times (working hours, holidays, after working hours) are retained. Their timestamps and GPS coordinates shall be system-generated and non-editable, and shall be cross-checked against the tablets' GPS-tracking logs, which YWC may audit at any time.
  - Independent audit. YWC may commission a qualified third party to re-inspect any batch. The cost of such audit shall be borne by the consultant whenever the audited batch is rejected..

- YWC has the right to reject any submitted invoices that include item / items that does not fulfil the accepted percentage of significant error.

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

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

- If the percentage of data delivered for a specific item for a given region is less than the percentage mentioned in the table below, the percentage difference shall be deducted from the number of customers admitted to that region. For example: the acceptance level of the Building Number (Annex 1, item 39) is 90%. If the consultant delivers this field for only 80% of the customers of a given region, the 10-point shortfall shall be deducted from the number of customers admitted for payment in that region.

- For the avoidance of doubt: the Customer Number and the National ID Number (Annex 1, item 1) carry an acceptance level of one hundred percent (100%) and a High significance rating; no lower figure stated elsewhere in this document shall prevail over Annex 1.
- For unseen and special condition that prevents the Consultant from achieving the accepted level, the Consultant submits in writing the reason and YWC has the right to accept or reject the request.

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

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

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

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

7.10 CONDITIONS AND PENALTIES

7.10.1 The Final Payment shall not be made before all of the following conditions are met:

(a) Achievement of at least ninety-eight percent (98%) of the actual counted perimeter (active and disconnected accounts, as established in the field and reconciled with Annex P), each non-surveyed point being individually justified with documentary evidence and subject to YWC's written acceptance

(b) Completion of the archiving of all customer files (water, sewer, illegal use)

(c) Successful completion of the software reversibility test of 7.6.

7.10.2 In case of failure of the consultant to provide the technical services at the required level, YWC shall have the right to take measures to avoid default and correct errors after written warning of the consultant, in accordance with the terms and conditions of this Contract.

7.10.3 Non-conformities are governed exclusively by the acceptance protocol of 7.8 and the service-credit regime of 6.6.1.ter. The refundable-reserve mechanism formerly described in this section is deleted.

7.11 ANNEXES

- Annex 1: Comprehensive Subscribers Survey project

❖ **The Final Form will be approved after contract signature**

- **Table 3: Percentage of Data**

No	Description	Acceptance level	البند	Significant Error Rate %
1	Customer number	100	رقم المشترك	
			نوع التنظيم	
			اسم المشترك	
			رقم الهاتف	
		100	الرقم الوطني	
			هل المشترك مالك	
			هل المشترك مستفيد	
				High
2	Type of subscription (residential/commercial)	95	استخدام المبنى (سكني او تجاري)	
3	Type of use (Household, agricultural, commercial, industrial, hotel, car wash station, hospital, government, house of worship, ...)	95	طبيعة الاستعمال (منزلي ، زراعي ، تجاري ، صناعي ، فندقي ، مغسلة سيارات ، مستشفى ، حكومي ، دار عبادة ، ...	
4	Is there a garden	70	وجود حديقة	medium
5	Is there a swimming pool	70	وجود بركة سباحة	
				low
6	Is there ground well and its capacity and the way it is supplied with water	70	وجود بئر	

			مصدر تزويد البئر	
7	Is there meter for the customer	100	هل يوجد عداد للمشترك	High
			هل العداد داخل المنزل	
			يوجد استخدام غير مشروع بالوصلة	
			العداد يزود مجاور	
			العداد يزود بناء	
			العداد يزود حديقة	
8	Is the meter protected by a box	80	هل العداد محمي بصندوق	medium
9	Meter no.	100	الرقم الحديدي	High
10	Meter diameter	100	قطر العداد	
11	Meter reading	100	القرائة الحالية	
12	Meter Type (Mechanical, volumetric, SMART)	100	نوع العداد	
13	Total number of customers in a building	100	عدد عدادات المبنى	
14	The diameter of the supplied line in inch	100	قطر الخط المزود بالانش	High
15	The material of the supplied line in inch	100	المادة المصنوع منها الخط المزود	
16	Is the supplied line covered or exposed?	100	هل الخط المزود مكشوف او مغطى؟	
17	Is the supplied line need to be replaced?	100	هل الخط المزود بحاجة الى استبدال؟	

18	The Consultant is obliged to determine the status of the land (empty, has building with customers, has building without customer, under construction, closed and abandoned, a home connection without meters,	90	حالة الارض(فارغة ، مبنى فيه مشتركين ، مبنى بدون مشتركين ،مبنى قيد الإنشاء ، مبنى مغلق ومهجور ، وصلة منزلية بدون عدادات	medium
19	Identification of the type of property an independent building, urban development, residential complex, commercial complex, functional housing, government department.	80	طبيعة البناء ، تحديد نوع العقار (مبنى مستقل ، تطوير حضري ، مجمع سكني ، مجمع تجاري ، سكن وظيفي ، دائرة حكومية	
20	Are there sewage manholes outside the property?	70	وجود مناهل تصريف خارج المبنى	medium
21	Are there sewage manholes inside the property?	90	وجود مناهل تصريف داخل المبنى	
22	Determine if there is septic tank and its status	90	وجود حفرة امتصاصية	
23	determine of the existence of a sewage network in front of the property	90	وجود شبكة تصريف صحي	High
24	Determine if the property is connected to the sewage network	90	العقار موصول بالصرف الصحي (نعم/لا)	
25	Sewer Revenues (Is the customer paying sewage fees)	90	هل يدفع المشترك ايرادات الصرف الصحي	
26	garden estimated area	70	مساحة الحديقة	low
27	swimming pool area	70	مساحة مسطح البركه التقريبي م2	
28	the way the ground well is supplied with water	70	مصدر التزويد للبئر	

29	the ground well capacity	70	سعة البئر التقريبيه م3	
30	Meters location	100	مكان وجود العدادات	high
31	the ability meter to read	100	امكانية قراءة العداد	
32	sealing status	100	حالة اختتام العداد	
33	meter orientation	100	وضع العداد	
34	observation access	100	امكانية مشاهدة العداد	
35	Number of boxes	100	عدد خزائن المبنى	
36	box location(inside building or outside)	100	موقع الخزانة (داخل حدود المبنى او خارجها)	
37	arrow direction	100	اتجاه سهم العداد	medium
38	meter brand	100	ماركة العداد	high
39	Building Number	90	الرقم الاداري للمبنى	medium
40	Area name	90	اسم المنطقة	high
41	Area Number	90	رقم المنطقة	
42	village name	90	اسم القرية	
43	village number	90	رقم القرية	
44	block name	100	اسم الحوض	
45	block number	100	رقم الحوض	
46	The neighbourhood name	90	اسم الحي	
47	The neighbourhood number	90	رقم الحي	
48	Land Number	90	رقم قطعة الأرض	
49	Land Source	90	مصدر قطعه الارض(دائرة الاراضي، اسكانات ، وادي الاردن، مخيمات ...	
50	The Consultant shall specify the number of floors	100	عدد طوابق المبنى	High
51	The Consultant shall specify the areas of the floors	100	مساحة كل طابق	
52	The Consultant shall specify the number of apartments / houses in each building.	80	عدد الشقق السكنية في الطابق	medium
53	The Number of Service Units in the Floor	80	عدد وحدات الخدمات في الطابق	

54	The Consultant shall specify the number of shops/commercial units in each building.	80	عدد الشقق الغير سكنيه في الطابق	high
			عدد المخازن	
			مساحة المخازن	
			مساحة السدد	
			مساحة المبنى	
55	Grass plant in the garden	70	وجود نجيل في الحديقه	low
56	the area of the grass plant	70	مساحة نجيل التقريبيه م2	
57	box location (Coordinates)	100	موقع الخزانه-احداثيات	high
58	Valve status	70	حالة المحبس	medium
59	box capacity	80	سعة الخزانة	medium
60	box type	70	نوع الخزانة	medium

8. FINANCIAL OFFER FORM

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

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

The consultant should submit a break down for prices.

- **Table 4:Financial Offer Form**

Payment on all items is at actual accepted quantities. Items 1–3: the ±10% band of 7.1 applies.

Item	Description	Unit	Quantity	Rate (JOD)	Amount (JOD)	Payment condition
1	Comprehensive Customer Survey — ACTIVE accounts, Al- Mafraq & North Badyah (all fields of Annex 1)	No.	**61,103**			80% on batch acceptance (7.8) · 20% on verified X7/GIS integration (7.6)
2	Comprehensive Customer Survey — DISCONNECTED accounts, incl. qualified field status of connection and meter	No.	**9,003**			
3	Archiving of all customer files (water, sewer, illegal use) on the YWC archiving system	No.	**70,106**			On acceptance of archived lots
4	Consultant office of at least 150 m2	No.	**12 Months**			
Total Offer Value						

Safeguards on illegal use (Employer decision Q3).
(i) Payment only for files confirmed by YWC field verification.
(ii) No payment for duplicates or for cases already listed in Annex K
(iii) Anti-fabrication fuse: if more than twenty percent (20%) of the files submitted in any calendar month are rejected on verification, payments suspended pending a joint audit, and repeated occurrence entitles YWC to apply 6.18.
Indicative basis for the provisional quantity of item 7: 935 confirmed fraud cases network-wide in 2025 with detection considered structurally low; a house-to-house census of 70,106 accounts over 12 months can reasonably be expected to qualify a multiple of the annual detection on the Directorate. The figure remains provisional and payment are at actuals.

*** Note that the quantity in item No.1 can be changed with a tolerance of ±10%.**

Name of the Consultant: _____

Title: _____

Signed: _____

9. CONTRACT FORMS

9.1 NOTIFICATION OF AWARD

Letter of Acceptance

[date]

To: [name and address of the Consultant]

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

You are requested to furnish the Performance Security within 10 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of institution:

Attachment: Contract Agreement

9.2 CONTRACT AGREEMENT

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . ., ..., between . . .... ***[name of the*** Employer***]*** . . .. (hereinafter "the Employer"), of the one part, and . . .. ***[name of the Consultant]*** . . .. . (hereinafter "the Consultant"), of the other part:

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

The Employer and the Consultant agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance

(b) the Letter of Bid Technical and Financial Parts

(c) the addenda Nos _____ (if any)

(d) the Particular Conditions of Contract

(e) the General Conditions of Contract, including Appendices.

(f) the Specification

(g) the Drawings

(h) Bill of Quantities.

(i) Activity Schedule; and

(j) Any other document **listed in the RFQ** as forming part of the Contract including, but not limited to.

i. The ES Management Strategies and Implementation Plans**;** and

ii. Code of Conduct for Consultant's Personal (ES).

3. In consideration of the payments to be made by the Employer to the Consultant as specified in this Agreement, the Consultant hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . [name of the borrowing country]. . . . . on the day, month and year specified above.

Signed by: ..... Signed by: .....
for and on behalf of the Employer for and on behalf the Consultant

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

9.3 FORM OF PERFORMANCE SECURITY

Performance Security

Address of guarantor bank: ……...…… …… ……
Address of beneficiary (contracting agency): …… …… ……

On..... You concluded with..... ("Consultant ") a contract for..... (Project, object of contract) at a price of.....

In accordance with the provisions of the contract the Consultant is obligated to provide a performance bond for (10 %) of the Accepted Contract Amount.

We, the undersigned …….. (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of ..... (in words: ....)

Against your written declaration that the Consultant has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be affected to Bank . . .. SWIFT: . . . . . ., IBAN:. . . . . .for account of . . . .(Project-executing agency/purchaser).

This guarantee shall be renewed automatically and irrevocably for another extended periods each of them (120) days unless your bank receives from YWC Company, a written request to cancel the Performance Bond.

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

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

This guarantee shall be governed by the laws of Jordan and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Place, Date

Guarantor

[Bank's Name, and Address of Issuing Branch or Office]

(نموذج كفالة حسن التنفيذ)
PERFORMANCE GUARANTEE

إلى السادة : شركة مياه اليرموك

يسرنا إعلامكم بأن مصرفنا (اسم المصرف ....)
قد كفل بكفالة مالية ، المقاول / شركة ..... **بتعهد لا رجعة عنة غير قابل للنقض**.
بخصوص العطاء رقم (/)

المتعلق بمشروع : Comprehensive Subscribers Survey (CSS) for "Al- Mafraq & North Badyah " Al- Mafraq Governorate

بمبلغ ( ) ديناراً اردنيا ، فقط .....دينارا" أردنيا".

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

وتبقى هذه الكفالة سارية المفعول من تاريخ إصدارها ولحين تسلم الأشغال المنجزة تسلما" أوليا" /و/ او/ توريد المواد بموجب العقد المحدد مبدئيا" بتاريخ ..... شهر ..... من عام .....**وعلى ان يتم تجديدها تلقائيا لمدد اخرى مدة كل منها (120) يوما ما لم يردكم من شركة مياة اليرموك طلباً خطيا بالغاء الكفالة .**

توقيع الكفيل/مصرف .....
المفوض بالتوقيـع .....

9.4 RETENTION MONEY SECURITY

N/A

9.5 FORM OF DEFECT SECURITY

(نموذج كفالة الصيانة)
MAINTENANCE GUARANTEE

إلى السادة : شركة مياة اليرموك

يسرنا إعلامكم بأن مصرفنا ....
قد كفل بكفالة مالية ، المقاول ..... **بتعهد لا رجعة عنة غير قابل للنقض**.
بخصوص العطاء رقم (/)
المتعلق بمشروع : .....
بمبلغ ( ) دينارا" أردنيا" فقط .....دينارا" أردنيا".

وذلك لضمان صيانة العطاء المحال عليه حسب الشروط الواردة في وثائق عقد المقاولة ، وإننا نتعهد **بتعهد لا رجعة عنة غير قابل للنقض،** بأن ندفع لكم بمجرد ورود أول طلب خطي منكم المبلغ المذكور أو أي جزء منه بدون أي تحفظ أو شرط - مع ذكر الأسباب الداعية لهذا الطلب بأن الاستشاري قد رفض أو أخفق في تنفيذ أي من التزاماته بموجب العقد / و /او اخفق المقاول / المورد في تنفيذ اي من التزاماتة ، وذلك بصـــرف النظر عن أي اعتراض أو مقاضـــاة من جانب المقاول / المقاول على إجراء الدفع.

وتبقى هذه الكفالة سارية المفعول من تاريخ إصدارها ولحين تسلم الأشغال المنجزة تسلما" نهائيا" /و / او / انقضـــاء مدة الصـــيانة المحددة بموجب العقد المحدد مبدئياً " بتاريخ ..... شـــهر .... من عام ..... **وعلى ان يتم تجديدها تلقائيا لمدد اخرى مدة كل منها (120) يوما ما لم يردكم من شركة مياة اليرموك طلباً خطيا بالغاء الكفالة .**

توقيع الكفيل/مصرف .....
المفوض بالتوقيـع .....
التاريـــــخ .....

9.6 DECLARATION OF UNDERTAKING

Comprehensive Subscribers Survey (CSS) for Al- Mafraq & North Badyah- Al- Mafraq Governorate

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present tender process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the Hashemite Kingdom of Jordan. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the Hashemite Kingdom of Jordan.

…….
Place, Date

…….
Tenderer's Signature and Stamp

9.7 POWER OF ATTORNEY

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

Signature: .....STAMP

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

Date: .....

9.8 APPENDIX TO TENDER

ملحق عرض المناقصة

Appendix to Tender

المشروع: ..... العطاء رقم:.....

البيـــان	رقم المادة	التحديدات
اسم صاحب العمل: عنوانه:	2/2/1/1 و3/1	شركة مياه اليرموك
اسم المهندس : عنوانه:	4/2/1/1	مدير عام شركة مياه اليرموك
اسم المقاول: عنوانه:	3/2/1/1 و3/1	
كفالة المناقصة	التعليمات	20,000دينار
كفالة اصلاح العيوب	التعليمات	(5%) من قيمة العقد النهائي
مدة الإنجاز للأشغال	3/3/1/1	15 شهر(450 يوم) من تاريخ امر المباشرة
فترة الإشعار بإصلاح العيوب	7/3/1/1	(730) يوما تقويميا لجميع الأعمال
القانون الذي يحكم العقد	4/1	القوانين الأردنية السارية المفعول
اللغة المعتمدة في العقد	4/1	اللغة العربية
لغة الاتصال	4/1	اللغة العربية
المدة التي سيمنح فيها المقاول حق الدخول إلى الموقع	1/2	(7) ايام تقويمية من تاريخ أمر المباشرة .
قيمة ضمان الأداء قيمة ضمان الأداء خلال فترة الإشعار بإصلاح العيوب (ضمان اصلاح العيوب)	2/4	(10%) من "قيمة العقد المقبولة" (5%) من قيمة العقد النهائي
نظام توكيد الجودة	9/4	❑ مطلوب
أوقات العمل المعتادة	5/6	طيلة ايام الاسبوع / صباحي مسائي
الفترة المحددة لمباشرة العمل بعد التاريخ المحدد للمباشرة	1/8	(15) يوما، وتعتبر هذه الفترة مشمولة ضمن مدة الإنجاز
قيمة تعويضات التأخير	7/8	750 دينار عن كل يوم تأخير

د-2

الحد الأقصى لقيمة تعويضات التأخير	7/8	(15%) من قيمة العقد المقبولة
مكافأة الإنجاز المبكر	13/8	لا يوجد
النسبة المئوية التي تدفع للمقاول عن "المبلغ الاحتياطي الذي يتم صرفه" إذا لم ترد في الجداول	5/13-ب	لايوجد
قيمة الدفعة المقدمة	2/14	غير مطبق
عملات الدفع للمقاول	15/14	الدينار الأردني
تقديم وثائق التأمينات	1/18	خلال (14) يوما من تاريخ الاحالة
نسبة المحتجزات	3/14	(10%) من قيمة الدفعة
الحد الأعلى للمحتجزات	3/14	(5%) من "قيمة العقد المقبولة"
التحضيرات عند الوصول إلى الموقع	5/14	جميع المواد والتجهيزات الالية التي تدخل في الاشغال الدائمة
الحد الأدنى لقيمة الدفعة المرحلية	6/14	(50000) دينار على أن يتم تقديم الفواتير عند انجاز مناطق كاملة
أسعار تبديل العملات	7/14	
نسبة الفائدة القانونية (نفقات التمويل)	8/14	(5%) سنوياً
الحد الأدنى لقيمة التأمين ضد الطرف الثالث	3/18	(15,000) دينار عشرون ألف دينار أردني لكل شخص في كل حادث بغض النظر عن عدد الحوادث
تشكيل مجلس فضّ الخلافات	2/20	غير مطبق
فترة تعيين مجلس فضّ الخلافات	2/20	غير مطبق
الجهة التي تعين أعضاء مجلس فضّ الخلافات في حالة عدم الاتفاق بين الفريقين	3/20	غير مطبق

د-2

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

Exemption Letter:

رئاسة الوزراء

الرقم ٥٦ / ٦/١٠ / ٤٨٥٥
التاريخ ٧- ربيع الاول -١٤٣٠
الموافق ٠٤-٠٣-٢٠٠٩

معالي وزير الماليـــة

أشـــير إلـــى كتـــابكم رقـــم ٤٦٩١/٢٧/١/١٢ تاريـــــــــــــــخ ٢٠٠٩/٢/٢٦.

استعرض مجلس الوزراء كتاب معاليكم المشار إليه أعلاه المتعلق بقراره رقم (٤٠٠٢) تاريخ ٢٠٠٩/٢/٣ المتضمن الموافقة على اتفاقيات المنح المذكورة فيه المقدمة من الوكالة الأمريكية للإنماء الدولي (USAID) وبناء على تنسيب معاليكم، قرر المجلس في جلسته المنعقدة بتاريخ ٢٠٠٩/٣/٣ - بالاستناد لأحكام المادة (٣/ب) من قانون الإعفاء من الأموال العامة رقم (٢٨) لسنة ٢٠٠٦ - الموافقة على ما يلي:-

١. إعفاء المشاريع الممولة من المنح الأمريكية والتي تنفذها شركات محلية من الرسوم الجامعية والطوابع.
٢. إخضاع مشتريات المشاريع الممولة من المساعدات الأمريكية والخبراء الأجانب العاملين ضمنها حصرا للضريبة العامة على المبيعات بنسبة الصفر.
٣. إعفاء المقاولين والمتعهدين المنفذين لمشاريع ممولة من المنح الأمريكية من تقديم كفالة بنكية لدائرة الجمارك لمستوردات المشاريع الممولة من هذه المنح.

واقبلوا فائق الاحتـــرام.

رئيس الـوزراء

نسخة/ إلى معالي وزير التخطيط والتعاون الدولـــــي
نسخة/ إلى معالي وزير المالية/ الجمـــــــارك
نسخة/ إلى معالي وزير المالية/ ضريبة الدخل والمبيعات
نسخة/ إلى عطوفة رئيس ديوان المحاسبـــــة
نسخة/ إلى عطوفة أمين سر مجلس الـــــوزراء
قرار رقم (٤٢٤٧).

س

وزارة التخطيط والتعاون الدولي
رقم الوارد ٣٧٧
٥ آذار ٢٠٠٩
رقم الملف
القسم المختص معالي الوزير





الرقم ٥٦ / ٦/١٠ / ١٢٧٢٩
التاريخ ١٠ / رمضان / ١٤٤٢
الموافق ٢٠٢١/٠٤/٢٢

معالي وزير المالية/ ضريبة الدخل والمبيعات

أشير إلى كتابكم رقم (٤ /٦/٣١٩٥) تاريخ ٢٠٢١/٤/١٥.

استعرض مجلس الوزراء قراره رقم (٤٢٤٧) تاريخ ٢٠٠٩/٣/٣، وكتاب معاليكم المشار إليه أعلاه، وقرر المجلس في جلسته المنعقدة بتاريخ ٢٠٢١/٤/١٨ الاستمرار في العمل بقراره رقم (٤٢٤٧) تاريخ ٢٠٠٩/٣/٣ على الجزء الممول بمنح من الوكالة الأمريكية للتنمية الدولية للمشاريع المقامة في المملكة ومكاتبها في المملكة، المرفقة بكتاب معاليكم المشار إليه أعلاه.

واقبلوا فائق الاحترام.

رئيس الوزراء

نسخة/إلى معالي وزير التخطيط والتعاون الدولي
نسخة/إلى معالي وزير المالية
نسخة/إلى عطوفة رئيس ديوان المحاسبة
نسخة/إلى عطوفة أمين سر مجلس الوزراء
قرار رقم (٣٠١١)

ANNEXES:

Annex	Required content
Annex P	Perimeter extract. Dated X7 extract, per ROU × billing type × status: 70,106 accounts (61,103 active / 9,003 disconnected). This is the contractual quantity basis of 7.1 and of BOQ items 1–4.
Annex Q	QA/QC protocol. Operational detail of 7.8: sample drawing method (random seed, tooling), inspection checklist per Annex-1 field, weighting table, re-inspection procedure, dispute-resolution steps, model batch-acceptance certificate.
Annex D	Data dictionary & exchange formats. Field-by-field mapping survey → X7 → GIS (Cassini-Palestine-Grid), file formats, route-file format for 7.2(c), integration verification checklist.
Annex F	Illegal-use evidence file template. Mandatory content: subscriber/parcel references, system-generated timestamped photos, GPS, factual description, category of illegal use, chain-of-custody fields — designed with YWC legal so files are usable in enforcement proceedings.
Annex K	Known-anomalies baseline (anonymized). Meter-status anomaly counts per ROU, accounts without termination-reason codes, known unreadable/absent-meter address lists — issued to all bidders so the market prices verification, not rediscovery.

ANNEX P — PERIMETER EXTRACT

ROU code	ROU	Total accounts	Active	Disconnected
13	Al- Mafraq	55,602	48,908	6,694
17	North Badyah	14,504	12,195	2,309
	Al- Mafraq & North Badyah Total	**70,106**	**61,103**	**9,003**

ANNEX Q — QA/QC ACCEPTANCE PROTOCOL

Q.1 PURPOSE AND STATUS

This protocol gives operational effect to 7.8 of the Contract. It is contractual: in case of divergence between this annex and any informal practice, this annex prevails. Its object is a single, reproducible answer to one question per batch: accepted or rejected.

Q.2 DEFINITIONS

Term	Definition
Batch	A set of 2,000–3,000 customer records submitted together for acceptance (7.3.1). The unit of acceptance and payment.
Record	The complete data set of one customer/service point: all applicable Annex 1 fields, photographs, and GPS coordinates.
Non-conforming record	A record in which any required field is missing or incorrect or is unsupported by the required photographic/GPS evidence, or breaches a validity condition of 7.6 (GPS inside parcel polygon; meter number AND reading legible on the photograph).
Significance weight	High = 1.0 · Medium = 0.5 · Low = 0.25, as per the significance column of Annex 1. A field with no stated significance is treated as Medium.
Weighted error rate	Σ (weight of the most significant non-conformity of each non-conforming record) ÷ number of records inspected. One record count once, at its highest-significance defect.

Q.3 SAMPLING PROCEDURE

Step	Rule
1	Upon batch submission, the consultant delivers the complete, immutable list of record identifiers of the batch (electronic, hash-stamped).
2	YWC draws a simple random sample of 5% of the records, with a minimum of 150 records, using a documented random-number generator; the seed and the drawn list are recorded in the batch file. The consultant is not present at, and is not informed in advance of, the draw.

Step	Rule
3	The sample is inspected by the YWC quality committee: desk review of every sampled record (fields, photographs, GPS-in-polygon check) plus field re-visit of a sub-sample of at least 30 records, prioritising closed-premises confirmations, "meter not found" statuses and illegal-use-relevant fields.
4	Each inspected record is marked Conforming or Non-conforming, with the defect and its significance recorded. The inspection sheet (Q.7) is the sole evidence base of the decision.

Q.4 DECISION RULES

Weighted error rate of the sample	Decision
≤ 2%	BATCH ACCEPTED. 80% of the batch value becomes payable in the month's IPC (6.6.1(a)). Individually identified non-conforming records shall nevertheless be corrected before integration.
> 2% and ≤ 10%	BATCH REJECTED IN FULL. No payment entitlement. The entire batch is re-collected and resubmitted at the consultants' sole cost within 30 days. Second rejection of the same batch: additional non-refundable penalty of 20% of the batch value.
> 10%	BATCH REJECTED + right of suspension of the Works and application of 6.18 (Termination for Default). Same re-collection obligation.
3 rejections in any rolling 3 months	Right of suspension and 6.18, irrespective of individual batch rates.

Q.5 RE-INSPECTION, DISPUTES AND AUDIT

The consultant may contest individual inspection findings within five (5) working days of notification; contested records are jointly re-inspected (desk or field) within five (5) further working days, and the batch rate is recomputed. YWC's decision after joint re-inspection is final, without prejudice to §6.24 (Dispute Resolution). Independently of any dispute, YWC may commission a qualified third party to re-inspect any batch; the audit cost is borne by the consultant whenever the audited batch is rejected (§7.8.8).

Q.6 INTEGRATION VERIFICATION (RELEASE OF THE 20% BALANCE)

Within 15 calendar days of acceptance, the batch data shall be integrated into X7 and the GIS (7.6). YWC verifies integration on a checklist basis: record counts reconciled X7 vs batch; spot-check of 20 records end-to-end (survey record → X7 account → GIS point); route assignment updated where applicable. Verified integration releases the 20% balance (6.6.1(b)).

Q.7 BATCH ACCEPTANCE CERTIFICATE — MANDATORY CONTENT

Field	Content
Identification	Batch number · ROU · villages/DZs covered · number of records · submission date · record-list hash
Sampling	Sample size · draw date · RNG seed reference · field re-visit sub-sample size
Result	Non-conforming records by significance (High/Medium/Low) · weighted error rate · decision (accepted / rejected / rejected suspension)
Consequences	Payment entitlement triggered (80%) or re-collection deadline · penalties applicable
Signatures	YWC quality committee chair · YWC Project Manager · (consultant countersignature for receipt, not approval)

Q.8 CONSULTANT SELF-CONTROL — MANDATORY FORMAT AND RECEIVABILITY RULE

The consultant own quality-control team (7.7) shall produce two standing deliverables in the format below. YWC's sampling (Q.3) is the second line of control; this section is the first. A batch submitted without the corresponding self-control deliverables is NOT RECEIVABLE: the acceptance clock of Q.3 does not start.

Deliverable	Mandatory content and cadence
Daily natural-sample QC report	For each working day: number of records produced · number of records self-checked · number of errors found · EACH error documented individually (record ID, field, cause, correction applied). Transmitted daily to the YWC Project Manager; consolidated copy attached to each batch submission.
Monthly nominative quality tables	One row per Field Researcher, each calendar month: records produced · individual error rate (from the daily reports and from YWC inspection findings) · count of "meter not found" statuses raised · count of closed-premises confirmations · corrective actions taken. Transmitted with the last batch of the month and discussed at the monthly progress meeting.

Purpose. These deliverables create individual accountability inside the consultant field force and give YWC an early-warning signal that batch sampling alone cannot provide: a surveyor whose individual statistics diverge from the team profile (error rate, "meter not found" frequency, closed-premises pattern) is identifiable within weeks. YWC may require the reassignment or replacement of any Field Researcher whose nominative record shows persistent non-quality, under 7.7 (staff-rectification right), without prejudice to the batch-level consequences of Q.4.

Data protection. Nominative tables identify consultant staff by employee code; they contain no customer personal data and are covered by the confidentiality obligations of the Contract.

ANNEX D — DATA DICTIONARY & EXCHANGE FORMATS

Tender YWC-FARA-IV-2-2026 — Comprehensive Subscribers Survey, Al- Mafraq & North Badyah · Contractual annex referred to in 7.2(c) and 7.6 · Version 1.0 — mapping columns to be completed with YWC IT before contract signature.

D.1 PURPOSE AND COMPLETION RULE

This annex fixes, field by field, the destination of every survey datum in the X7 system and in the GIS, and the file formats used for every exchange. The survey field list and its acceptance parameters are fixed by Annex 1 and are not negotiable. The X7/GIS destination columns marked [TBC — YWC IT] shall be completed jointly with YWC IT and frozen before contract signature; the Final Form of the survey application (Annex 1) may only be approved once this mapping is frozen.

D.2 FIELD MAPPING TABLE — STRUCTURE AND SPECIMEN ROWS

The full table carries the 60 items of Annex 1. The structure and eight specimen rows follow; the complete table is generated from Annex 1 with the columns below.

Item	Field (EN)	Type	Mandatory	Significant	X7 destination	GIS layer/attr.
1	Customer number · National ID · owner/beneficiary flags	Text/ID	Yes · 100%	High	[TBC — YWC IT]	n/a
7	Meter existence + illegal-use flags (supplies neighbour / building / garden)	Enum	Yes · 100%	High	[TBC — YWC IT]	Meter point
9	Meter number	Text	Yes · 100%	High	[TBC — YWC IT]	Meter point.
11	Meter reading (current index)	Number	Yes · 100%	High	[TBC — YWC IT]	n/a
18	Status of the land (empty / with customers / without / under construction / closed & abandoned / connection w/o meter)	Enum	Yes · 90%	Medium	[TBC — YWC IT]	Parcel attr.
30	Meter location	Coord.	Yes · 100%	High	[TBC — YWC IT]	Meter point (Cassini)
44/45	Block name / number (DLS)	Text/Num	Yes · 100%	High	[TBC — YWC IT]	Parcel key
57	Box location (coordinates)	Coord.	Yes · 100%	High	[TBC — YWC IT]	Box point (Cassini)

D.3 EXCHANGE FILE FORMATS

Exchange	Specification
Batch data file	One file per batch · CSV, UTF-8, pipe-delimited · one row per record · column set = the frozen D.2 mapping · accompanied by a manifest (record count, hash, batch number).
Photographs	JPEG · naming: <batch>_<record>_<phototype>.jpg (phototype: MTR meter close-up · CNX connection · OVW overview) · EXIF timestamp system-generated and non-editable · linked from the batch file by filename.
Coordinates	Cassini-Palestine-Grid projection (7.6) · point must fall inside the parcel polygon · max error 10 m.
Parcel layer	DLS-up-to-date polygon layer (Village, Block No, Sector No, Plot No) delivered as ESRI shapefile or Geo Package in Cassini-Palestine-Grid.
Route files (7.2(c))	One file per ROU · CSV · columns: ROU code · route code · walking sequence No · account No · meter No · GPS · loadable into X7 without manual re-keying [format field names TBC — YWC IT] · plus the corresponding route map in the GIS.
Archiving metadata	Per archived customer file: account No · file category (water / sewer / illegal use) · document count · scan date · operator ID · storage reference in the YWC archiving system.

D.4 INTEGRATION VERIFICATION CHECKLIST (BASIS OF THE 20% RELEASE)

#	Check
1	Record count in X7 after integration = record count of the accepted batch (0 loss, 0 duplicate).
2	Spot-check of 20 records end-to-end: survey record → X7 account fields → GIS point inside the correct parcel.
3	Meter numbers and readings updated in X7 match the accepted batch values.
4	New/changed service points assigned to a reading route (route files of 7.2(c) updated accordingly).
5	Illegal-use evidence files referenced from the corresponding accounts (link only — payment governed by BOQ item 8).
6	Integration log delivered (date, operator, rejects and their resolution).

ANNEX F — ILLEGAL-USE EVIDENCE FILE TEMPLATE

F.1 PURPOSE AND PAYMENT RULE

One evidence file document one suspected illegal-use case in a form usable by YWC in enforcement proceedings.

F.2 MANDATORY CONTENT — THE FORM

Section	Fields
A. Identification	Evidence file ID (system-generated) · date/time (system, non-editable) · surveyor ID · batch number
B. Location	ROU · village · block No · parcel/plot No · GPS coordinates (Cassini, inside parcel) · street/neighborhood
C. Subscriber linkage	Account No (if any) · meter No (if any) · subscription status in X7 (active / disconnected / none found)
D. Category (tick all applicable)	Connection before the meter · meter bypass · tampered / reversed / magnet-affected meter · broken or violated seal · meter supplying a neighboring premise or building · reconnection of an officially disconnected service · unregistered connection (no account) · rainwater drain connected to sewage · other (describe)
E. Factual description	What was physically observed, where on the installation, and how it was accessed — facts only, no accusation of persons
F. Photographic evidence (minimum 3)	OVW overview of the premise/connection point · CNX close-up of the illegal connection/bypass/seal · MTR meter with number and index legible where a meter exists · all system-timestamped, filenames per Annex D
G. Access & safety notes	Access obtained / refused · safety incidents · witnesses present (function only — no names of private persons)
H. Chain of custody	Submitted by / date → YWC verification: verifier ID / field visit date / result (CONFIRMED · REJECTED · DUPLICATE · KNOWN — Annex K) / verifier signature

F.3 VERIFICATION AND ANTI-FABRICATION RULES (RESTATEMENT OF 8 SAFEGUARDS)

#	Rule
1	YWC verifies each submitted file by desk review and, for confirmation, by field visit.
2	DUPLICATE (same connection point already filed) and KNOWN (listed in Annex K) results are not payable
3	Anti-fabrication fuse: if more than 20% of the files submitted in a calendar month are REJECTED on verification, item-7 payments are suspended pending a joint audit; recurrence entitles YWC to apply 6.18.
4	Training: YWC provides the initial training session on locally prevalent illegal-use patterns; attendance is mandatory for all surveyors before field deployment.
5	Files and photographs are the property of YWC (7.6) and shall not be used, shown, or shared elsewhere.

F.4 MONTHLY ITEM-7 STATEMENT

The consultant submits with each monthly invoice a statement listing every evidence file of the month with its verification result and eligibility.

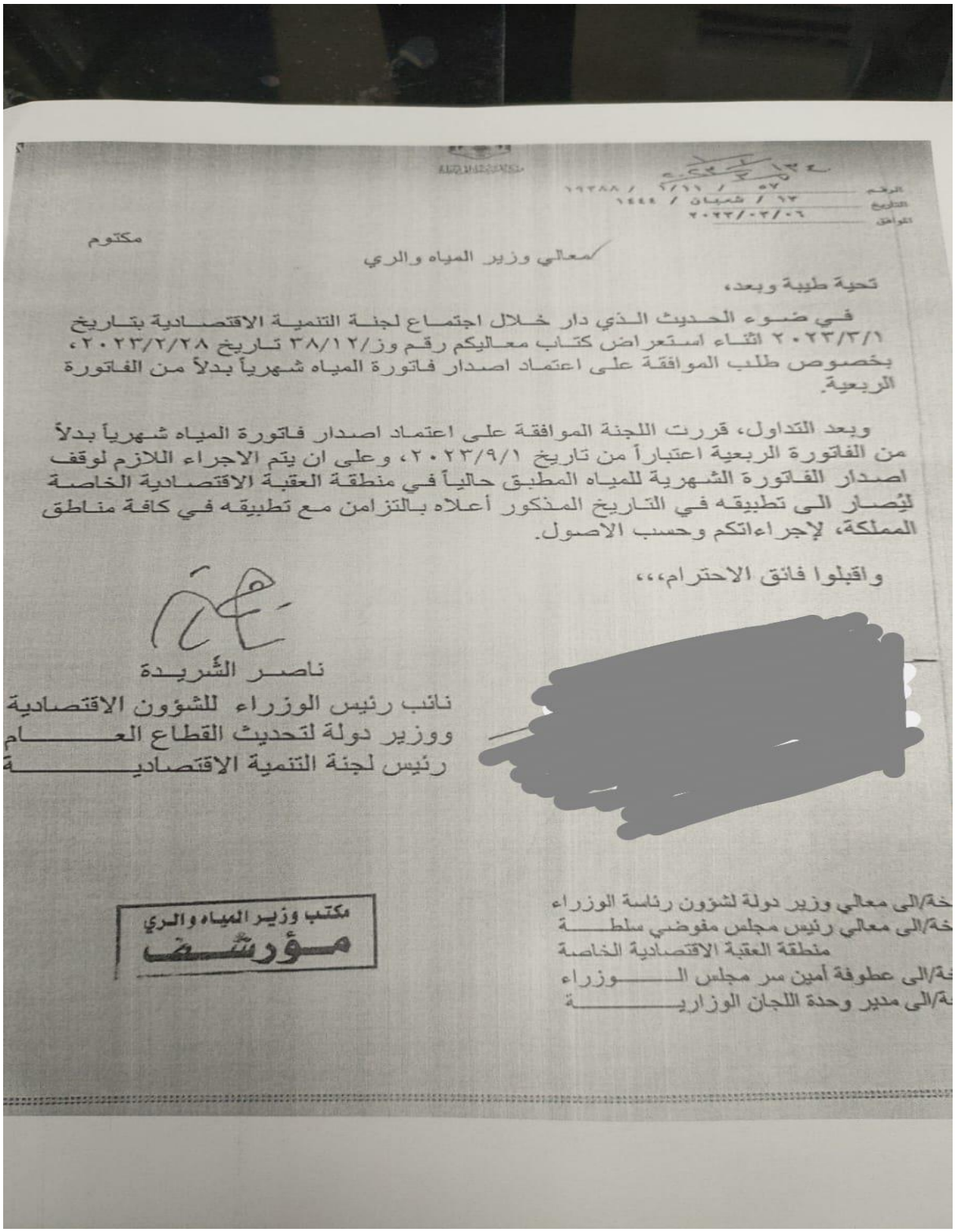
ANNEX K — KNOWN DATA-ANOMALIES BASELINE (ANONYMISED)

Meter status (X7, Apr-2026)	Al- Mafraq	North Badyah
Normal	36,481	9856
House Closed	6,279	764
Not Exist Meter	844	108
Foggy Meter	932	347
Inaccessible Meter	696	65
Tampered Seal	1	0
Buried Meter	1013	9
Locked Box	127	44
Illegal use	11	0
Supplying Disconnected Meter	2	0

ROU	Disconnected accounts (X7)	Meter physically present?
Al- Mafraq	6,694	UNKNOWN — to be established by the survey
North Badyah	2,309	
TOTAL	**9,003**	

Issue	Known magnitude	Perimeter of the figure	Relevance for the survey
Terminated accounts without a termination-reason code	4,303 accounts	YWC network-wide (highest concentrations observed in Al- Mafraq & North Badyah	The survey shall qualify the field reality of terminated accounts encountered; missing reason codes are a known gap, not a discovery.
Recurring "connection not found" reading flags	On the order of flags per month	Al- Mafraq & North Badyah , since the deployment of handheld-based reading	Addresses repeatedly flagged unfound are pre-identified reconciliation targets; their resolution is a status update, not a new detection.
Closed premises	7,214 meters flagged "House Closed"	Al- Mafraq & North Badyah , Sep-2026	Subject to the mandatory 3-visit protocol of 7.8.7 before confirmation.
Confirmed illegal-use cases (for calibration)	106 confirmed cases in 2025	YWC network-wide	Detection is considered structurally low

Exemption Letters



الرقم ٥٢ / ٢/١١ / ١٩٢٨٨
التاريخ ١٣ / شعبان / ١٤٤٤
الموافق ٢٠٢٣/٠٣/٠٦

مكتوم

معالي وزير المياه والري

تحية طيبة وبعد،

في ضوء الحديث الذي دار خلال اجتماع لجنة التنمية الاقتصادية بتاريخ ٢٠٢٣/٣/١ اثناء استعراض كتاب معاليكم رقم وز/٣٨/١٢ تاريخ ٢٠٢٣/٢/٢٨، بخصوص طلب الموافقة على اعتماد اصدار فاتورة المياه شهرياً بدلاً من الفاتورة الربعية.

وبعد التداول، قررت اللجنة الموافقة على اعتماد اصدار فاتورة المياه شهرياً بدلاً من الفاتورة الربعية اعتباراً من تاريخ ٢٠٢٣/٩/١، وعلى ان يتم الاجراء اللازم لوقف اصدار الفاتورة الشهرية للمياه المطبق حالياً في منطقة العقبة الاقتصادية الخاصة ليُصار الى تطبيقه في التاريخ المذكور أعلاه بالتزامن مع تطبيقه في كافة مناطق المملكة، لإجراءاتكم وحسب الاصول.

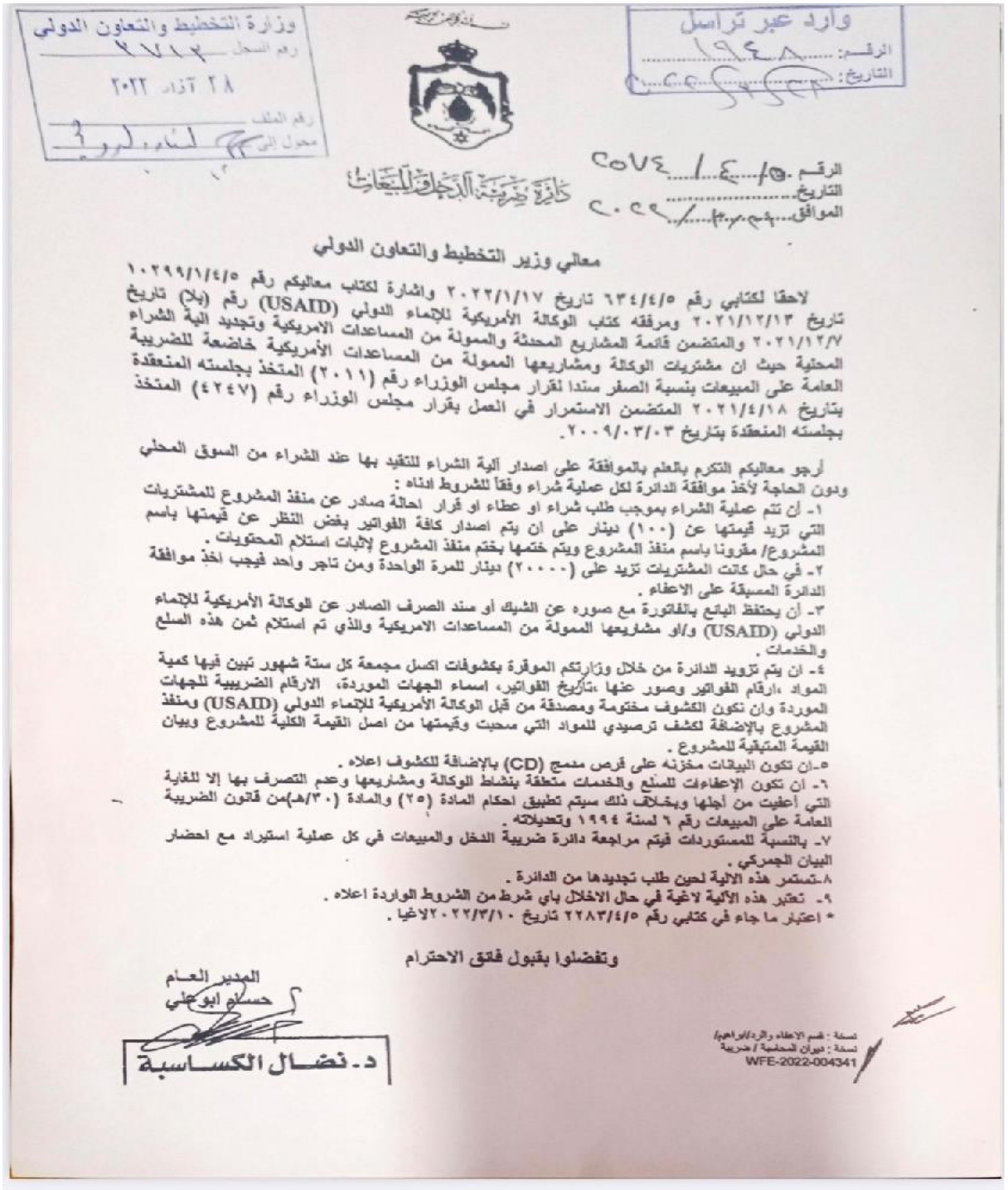
واقبلوا فائق الاحترام،،،

ناصر الشّريدة
نائب رئيس الوزراء للشؤون الاقتصادية
ووزير دولة لتحديث القطاع العام
رئيس لجنة التنمية الاقتصادية

[redacted]

مكتب وزير المياه والري
مؤرشف

نسخة/الى معالي وزير دولة لشؤون رئاسة الوزراء
نسخة/الى معالي رئيس مجلس مفوضي سلطة منطقة العقبة الاقتصادية الخاصة
نسخة/الى عطوفة أمين سر مجلس الوزراء
نسخة/الى مدير وحدة اللجان الوزارية



وزارة التخطيط والتعاون الدولي
رقم السجل ٢٧١٢٤
٢٨ آذار ٢٠٢٢
رقم الملف
محول الى

وارد عبر تراسل
الرقم: ١٩٤٨
التاريخ:

المملكة الأردنية الهاشمية

دائرة ضريبة الدخل والمبيعات

الرقم ٤/٤/١٠٥٧٥
التاريخ
الموافق ٢٠٢٢/٣/٢٩

معالي وزير التخطيط والتعاون الدولي

لاحقا لكتابي رقم ٦٣٤/٤/٥ تاريخ ٢٠٢٢/١/١٧ واشارة لكتاب معاليكم رقم ١٠٢٩٩/١/٤/٥ تاريخ ٢٠٢١/١٢/١٣ ومرفقه كتاب الوكالة الأمريكية للإنماء الدولي (USAID) رقم (بلا) تاريخ ٢٠٢١/١٢/٧ والمتضمن قائمة المشاريع المحدثة والممولة من المساعدات الامريكية وتجديد الية الشراء المحلية حيث ان مشتريات الوكالة ومشاريعها الممولة من المساعدات الأمريكية خاضعة للضريبة العامة على المبيعات بنسبة الصفر سندا لقرار مجلس الوزراء رقم (٢٠١١) المتخذ بجلسته المنعقدة بتاريخ ٢٠٢١/٤/١٨ المتضمن الاستمرار في العمل بقرار مجلس الوزراء رقم (٤٢٤٧) المتخذ بجلسته المنعقدة بتاريخ ٢٠٠٩/٠٣/٠٣.

أرجو معاليكم التكرم بالعلم بالموافقة على اصدار آلية الشراء للتقيد بها عند الشراء من السوق المحلي ودون الحاجة لأخذ موافقة الدائرة لكل عملية شراء وفقا للشروط ادناه :

١- أن تتم عملية الشراء بموجب طلب شراء او عطاء او قرار احالة صادر عن منفذ المشروع للمشتريات التي تزيد قيمتها عن (١٠٠) دينار على ان يتم اصدار كافة الفواتير بغض النظر عن قيمتها باسم المشروع/ مقرونا باسم منفذ المشروع ويتم ختمها بختم منفذ المشروع لإثبات استلام المحتويات .

٢- في حال كانت المشتريات تزيد على (٢٠٠٠٠) دينار للمرة الواحدة ومن تاجر واحد فيجب اخذ موافقة الدائرة المسبقة على الاعفاء .

٣- أن يحتفظ البائع بالفاتورة مع صوره عن الشيك أو سند الصرف الصادر عن الوكالة الأمريكية للإنماء الدولي (USAID) و/او مشاريعها الممولة من المساعدات الامريكية والذي تم استلام ثمن هذه السلع والخدمات .

٤- ان يتم تزويد الدائرة من خلال زيارتكم الموقرة بكشوفات اكسل مجمعة كل ستة شهور تبين فيها كمية المواد ،ارقام الفواتير وصور عنها ،تاريخ الفواتير، اسماء الجهات الموردة، الارقام الضريبية للجهات الموردة وان تكون الكشوف مختومة ومصدقة من قبل الوكالة الأمريكية للإنماء الدولي (USAID) ومنفذ المشروع بالإضافة لكشف ترصيدي للمواد التي سحبت وقيمتها من اصل القيمة الكلية للمشروع وبيان القيمة المتبقية للمشروع .

٥-ان تكون البيانات مخزنه على قرص مدمج (CD) بالإضافة للكشوف اعلاه .

٦- أن تكون الإعفاءات للسلع والخدمات متعلقة بنشاط الوكالة ومشاريعها وعدم التصرف بها إلا للغاية التي أعفيت من أجلها وبخلاف ذلك سيتم تطبيق احكام المادة (٢٥) والمادة (٣٠/هـ)من قانون الضريبة العامة على المبيعات رقم ٦ لسنة ١٩٩٤ وتعديلاته .

٧- بالنسبة للمستوردات فيتم مراجعة دائرة ضريبة الدخل والمبيعات في كل عملية استيراد مع احضار البيان الجمركي .

٨-تستمر هذه الالية لحين طلب تجديدها من الدائرة .

٩- تعتبر هذه الآلية لاغية في حال الاخلال باي شرط من الشروط الواردة اعلاه .

* اعتبار ما جاء في كتابي رقم ٢٢٨٣/٤/٥ تاريخ ٢٠٢٢/٣/١٠ لاغيا .

وتفضلوا بقبول فائق الاحترام

المدير العام
حسام ابو علي

د. نضال الكساسبة

نسخة : قسم الاعفاء والرد/للواجهة/
نسخة : ديوان الخدمة / حزيمة
WFE-2022-004341

والاقتدار المسيرة

الرقم ٥٤ / ٦/١٠ / ١٢٧٢٩
التاريخ ١٠ / رمضان / ١٤٤٢
الموافق ٢٠٢١/٠٤/٢٢

معالي وزير المالية/ ضريبة الدخل والمبيعات

أشير إلى كتابكم رقم (٤ /٦/٣١٩٥) تاريخ ٢٠٢١/٤/١٥.

استعرض مجلس الوزراء قراره رقم (٤٢٤٧) تاريخ ٢٠٠٩/٣/٣، وكتاب معاليكم المشار إليه أعلاه، وقرر المجلس في جلسته المنعقدة بتاريخ ٢٠٢١/٤/١٨ الاستمرار في العمل بقراره رقم (٤٢٤٧) تاريخ ٢٠٠٩/٣/٣ على الجزء الممول بمنح من الوكالة الأمريكية للتنمية الدولية للمشاريع المقامة في المملكة ومكاتبها في المملكة، المرفقة بكتاب معاليكم المشار إليه أعلاه.

واقبلوا فائق الاحترام.

رئيس الوزراء

نسخة/إلى معالي وزير التخطيط والتعاون الدولي
نسخة/إلى معالي وزير المالية
نسخة/إلى عطوفة رئيس ديوان المحاسبة
نسخة/إلى عطوفة أمين سر مجلس الوزراء
قرار رقم (٢٠١١)

رئاسة الوزراء

الرقم .. ٥٦ / ٦/١٠ / ٤٨٥٥
التاريخ .. ٧- ربيع الاول -١٤٣٠
الموافق ١٤-٠٣-٢٠٠٩

معالي وزير الماليـــة

اشـــير إلـــى كتـــابكم رقـــم ٤٦٩١/٢٧/١/١٢ تاريـــــــــــــــخ ٢٠٠٩/٢/٢٦.

استعرض مجلس الوزراء كتاب معاليكم المشار إليه أعلاه المتعلق بقراره رقم (٤٠٠٢) تاريخ ٢٠٠٩/٢/٣ المتضمن الموافقة على اتفاقيات المنح المذكورة فيه المقدمة من الوكالة الأمريكية للإنماء الدولي (USAID) وبناء على تنسيب معاليكم، قرر المجلس في جلسته المنعقدة بتاريخ ٢٠٠٩/٣/٣ - بالاستناد لأحكام المادة (٣/ب) من قانون الإعفاء من الأموال العامة رقم (٢٨) لسنة ٢٠٠٦ - الموافقة على ما يلي:-

١. إعفاء المشاريع الممولة من المنح الأمريكية والتي تنفذها شركات محلية من الرسوم الجامعية والطوابع.
٢. إخضاع مشتريات المشاريع الممولة من المساعدات الأمريكية والخبراء الأجانب العاملين ضمنها حصرا للضريبة العامة على المبيعات بنسبة الصفر.
٣. إعفاء المقاولين والمتعهدين المنفذين لمشاريع ممولة من المنح الأمريكية من تقديم كفالة بنكية لدائرة الجمارك لمستوردات المشاريع الممولة من هذه المنح.

واقبلوا فائق الاحتـــرام.

رئيس الـوزراء

نسخة/ إلى معالي وزير التخطيط والتعاون الدولـــــي
نسخة/ إلى معالي وزير المالية/ الجمـــــــــــــارك
نسخة/ إلى معالي وزير المالية/ ضريبة الدخل والمبيعات
نسخة/ إلى عطوفة رئيس ديوان المحاسبـــــــــة
نسخة/ إلى عطوفة أمين سر مجلس الـــــــــوزراء
قرار رقم (٤٢٤٧).

س

وزارة التخطيط والتعاون الدولي
رقم الملف ٣/ ٢/ ٢٠٠٩
٥ آذار ٢٠٠٩
وزارة المالية
القسم المتخصص لمعاملات الخزينة