举 جانزة الملك عبد المدالناني لمبيز الأداء المكومي والشناغية الموزة المباين (١٠١٥/٢٠١٥) الرحة البوونية الزكر الأول





الرقيم 7/2/2407 التاريخ الموافق <u>2024 / 12/</u>

**TO:** All bidders

Project:

Design and construction of Miscellaneous Sewer Network for Ain Al Basha and Baqaa Camp

Tender No : 45/2024

Subject: Addendum No.1

Dear All,

Please find attached Addendum No.1 to the above mentioned project, this addendum is issued to be as a response to the bidder's inquiries, and shall be considered as an integral part of the Tender Documents. The submission deadline will be extended to become (29<sup>th</sup> of December 2024, at 12:00 PM Jordanian time)

Sincerely Yours,

Acting Secretary General /WAJ Eng. Wael Aldwairi

Cc: ASG/Tenders and assists Affairs

## Project: Design and Construction of Miscellaneous Sewer Network for Ain Al Basha and Baqaa Camp. Tender No.: 45/2024 Subject: Addendum No.1

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<u>Clarification No.1</u> please clarify the number of house connections that will serve the large plot, such as plot No. 1, Safout Village, Al Naber basin, where the number of houses in the plot is approximately 100 houses, at the existing line doesn't cover the houses located in this area.

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Answer: The Contractor is responsible for designing and implementing only one house connection for each plot based on the latest organization plan.

Clarification No. 2 "Please provide us with the number of drawings submitted in the tender documents, noting that the available number of plans is 18"
<u>Answer:</u>, the total number of plans is 19 drawings(18 plan for basins + 1 for existing pipeline 200 mm of the camp which is attached)

Clarification No. 3 "Regarding the Transactions not served by the existing manhole depths, will they be replaced with other Transactions? " <u>Answer</u>: It is the Contractor responsibility to prepare the design of networks with depths during the design stage and subject to engineer approval

**Clarification No. 4** "Regarding the real estate located on large plots to be serviced: A. Is it required to service the plots with a single household connection or to service all the existing real estate?

Answer: Each plot shall be served with only one house connection based on the latest organization plan despite the number of real state that found within each plot.

**B.** If there are no existing lines passing through the properties, is it required to service them?

Answer: Refer to answer No.1

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C. If an existing line runs next to the large plots, will all the existing real estate be serviced by installing new lines? "

<u>Answer</u>: The Contractor shall serve only one house connection for each plot based on the latest organization plans.

**Clarification No. 5** "Appendix to tender is not mentioned in the tender which policy contains the duration, advance payment amount, insurance, minimum payment certificate amount"

<u>Answer</u>: The project duration, advance payment amount, insurance, minimum payment certificate amount are added in the below section of additional amendment.

**Clarification No. 6** "In BOQ item no.3 -A as written (Replacement of existing ....as illustrated in DWGs there is not drawings, please provide us with those drawings" <u>Answer:</u> The drawing for the existing sewer pipe of diameter 200 mm alignment that will be replaced with pipe 400 mm diameter is attached.

Clarification No. 7 "Kindly extend the deadline for submission of proposals for another week"

<u>Answer</u>: The submission date for Bid is extended from 18th December 2024 until 29th December 2024 at 12.00 noon local time.

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## Additional amendments

- I. Reference to Volume V Prelimanary DWG's and Volume IV, Bills of Quantities (BOQ), Bill No. 3, Rehabilitation of Sewer Network Inside Baqa'a Refugee Camp, additional information shall be considered as follows:
  - 1. During the design and implementation of replacement of the 200 mm pipe, the Contractor shall retain the existing 200 mm with its connection and install the new 400 mm diameter pipe. The contractor is responsible to connect the existing pipeline with the new pipeline
  - 2. The Contractor shall bear full responsibility for any damage to existing lines during the cleaning of the network within the camp and the replacement of the 200 mm pipe. Any damage caused must be promptly repaired, and the conditions restored to their original state.
- **II.** Reference to Volume IV, Bills of Quantities (BOQ), Bill No. 2, Construction phase of houseconnection pipes and gravity wastewater collection pipelines (150 & 200mm) additional information shall be considered as follows:

The Contractor is committed to implement 218 house connections, and if the total length of the implemented house connections less than (14) km the Employer may add another house connections to reach the maximum length (14) km for main lines

- III. Reference to Volume I, Section 1, Instruction to Tenderers, sections 13.1,13.2 and 28.2, the following tender documents have been amended:
  - 1. The submitted bid shall has two envelopes (check list envelope with all support documents + financial envelope) in the same offer (one stage only), ONE original and TWO copies.

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2. Reference to Volume I, General and Particular Conditions of Contract, GCC 14, Contract Price and Payment, the following tender documents have been amended: and the second of the

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## Appendix to tender

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|                                | GCC Sub-<br>Clause | Data  |
|--------------------------------|--------------------|---|
|                                | 1.1.2.2 & 1.3      | Water Authority of Jordan<br>Ministry of Water and Irrigation   |
| Employer 's Name and           |                    | Jaber bin Hayyan Street- Shmeisani,   |
| ddress                         |                    | P.O. Box 2412- Amman 11183 Jordan   |
|                                |                    | Tel. +962 6 568 31 00   |
| Contractor's name and          | 1.1.2.3 & 1.3      |   |
| Bank's name                    | Add 1.1.2.11       | the Bank Cassa depostiti e prestiti S.p.A(CDP)  |
| Base date                      | 1.1.3.1            | The base date is seven days before bids are submitted   |
| Fime for Completion            | 1.1.3.3            | 548 calendar days   |
| Defects Notification<br>Period | 1.1.3.7            | 730 days for all works  |
| Governing Law                  | 1.4                | Jordanian Laws in effect  |
| Ruling language                | 1.4                | English Language  |
| Language for                   | 1.4                | English Language  |
| ,011111011104tions             | 2.1                | 14 days from the date of Notice to Proceed  |
| Time for access to the Site    |                    | (Commencement date )  |
| Performance Security           | 4.2                | The performance security will be in the form of a<br>demand guarantee in the amount(s) of 10% of the<br>Accepted Contract Amount and Within 28 of lettré of<br>acceptantes<br>The Performance Security shall be in Jordanian<br>Dinars (JOD). The applicable exchange rate shall be<br>in accordance with base date.<br>Guarantees are to be made payable to the<br>Employer's special account.<br>The Performance Security shall be issued by a<br>reputable bank operating in Jordan selected by the<br>Contractor, and be acceptable to the Employer, and<br>shall be in the form annexed to the Particular<br>Conditions, or in another form approved by the<br>Employer.<br>If the issuing bank is located outside Jordan, it shall<br>have a correspondent bank or financial institution in<br>Jordan |
|                                | 6.5                | 8 hours per day, 6 days per week  |

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| Delay damages for the<br>Works  | 8.7 & 14.15(b) | 0.08 % of the Accepted Contract Amount, per each delay day.   |
|---|----------------|---|
| Maximum amount of delay damages   | 8.7            | 15% of the final Contract Price   |
| If there are Provisional<br>Sums:<br>Percentage adjustment of<br>Provisional Sums | 13.5(b)        | 5%  |
| Total Advance Payment   | 14.2           | 10% Percentage of the accepted contract amount<br>payable in currencies and proportions in which the<br>accepted contract amount is payable   |
| Start repayment of<br>Advance payment   | 14.2 (a)       | first interim payment   |
| Repayment Amortization<br>Rate of Advance Payment                                 | 14.2(b)        | The repayment amortization rate shall be 20% of each interim payment in EUR   |
| Percentage of Retention   | 14.3           | 5% of the interim payment statement   |
| Limit of Retention Money  | 14.3           | 5 % of the Accepted Contract Amount   |
| Schedule of Payments  | 14.4           | <ul> <li>Replace this cluase in PCC WITH :</li> <li>Payments under the Contract will be made as described below: <ul> <li>(a) Design Services</li> <li>The payment to the Contractor for the Design Services as follows:</li> <li>100 % of the price of design services – within 56 days upon acceptance by the Engineer of the design prepared by the Contractor and according to PCC 14.6.</li> </ul> </li> <li>(b) Work and Services during the Build of Works Period</li> <li>Payment for the work performed and services provided by the Contractor during the Build of Works Period will be made by the CDP as described in Sub-Clause 14.7 [Payment] below</li> <li>Replace this cluase in PCC with :</li> </ul> |
| Plant and Materials   | 14.5           | Not applicable  |
| Minimum Amount of<br>Interim Payment<br>Certificates                              | 14.6           | 100,000.0 (one hundred thousand )EUR ,The<br>pourcentage of Works completion shall be approved<br>by the engineer   |
| Payment   | 14.7           | Replace this cluase in PCC :<br>All payment under the Italian loan will be settled<br>directly by the Bank Cassa depositi e prestiti<br>S.p.A(CDP), after AICS Amman "no objection". The<br>Contractor will be paid for the work performed and  |

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|                                      |         | If the Contractor constitutes (under applicable Laws) a<br>joint venture, consortium or other unincorporated<br>grouping of two or more persons, such account(s) shall<br>be in the name of any such persons and shall be<br>located in such person's country of incorporation or<br>domicile, as applicable, or in the country where the<br>Contract is implemented.<br>Notwithstanding the above, the Bank will not make<br>payments to a bank account in a jurisdiction which is<br>deemed by the Financial Action Task Force,<br>hereinafter referred to as the "FATF", to be on the list<br>of non-cooperative countries or territories1 lat the |
|--------------------------------------|---------|---|
|                                      |         | date of payment.Amend the 2nd paragraph of this Clause as follows:"For local currency payments only; the financing<br>charges shall be calculated at a percentage of (5 %)and shall be adjusted either by increase or decrease<br>according to any modifications enacted on the Civil   |
| Delayed Payment                      | 14.8    | <ul> <li>Procedure Law and shall be paid in the currencies defined."</li> <li>For foreign currency(ies), financing charges shall be calculated as GCC</li> <li>Add the following at the end of this Sub-Clause:</li> <li>"The financing charges shall not apply to delayed payments of the Interim Payment Certificates related to the Sales Tax, Customs, and Import Duties reimbursement."</li> </ul>   |
| Currency/Currencies of<br>Payment    | 14.15   | The Contract Price shall be paid in EUR   |
| Periods for submission of insurance: |         |   |
| (a) evidence of insurance            | 18.1    | 14 days from Commencement Date  |
| (b) relevant policies                |         | 28 days from Commencement Date  |
| Arbitration rules                    | 20.6(a) | If Foreign Contractor: UNCITRAL rules .<br>If Jordanian Contractor: Jordanian Arbitration Law .   |
| Place of arbitration                 | 20.6    | If Foreign Contractor: the Arbitration Seat shall be determined by the arbitrator(s).<br>If Jordanian Contractor : Amman.   |

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<sup>1</sup> The FATF list of Non-Cooperative Countries or Territories (the list of High-Risk Jurisdictions subject to a Call for Action), can be found on the following web-page:

http://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions/?hf=10&b=0&s=desc(fatf\_releasedate)

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3. Reference to Volume I, Section 1, Instruction to Tenderers, SECTION 2 FORMS TO BE

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SUBMITTED WITH TENDER, the following form have been amended:

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## FORM OF LETTER OF SUBMISSION

| Name of Contract: | "Design | and | Construction | of | Miscellaneous | Sewer | Networks | for | Ain |
|-------------------|---------|-----|--------------|----|---------------|-------|----------|-----|-----|
| Albasha and Baqa  | a Camp" |     |              |    |               |       |          |     |     |

Name of Tenderer:

Address:

Tel.:

E-Mail:

To: Water Authority of Jordan

Ministry of Water and Irrigation

5, Jaber Bin Hayyan Street, Shmeisani, PO Box 5012, Amman 11181 - Hashemite Kingdom of Jordan

Fax:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the above referenced Tender Document, including Addenda issued in accordance with Instructions to Tenderers, and In this Envelope (of our Tender, we included all documents as indicated in Section 4 of these tender documents;

(b) We further confirm that our Tender does not contain any conditions or modifications or deletions or special conditions or clarifications of any sort. If any such additions or modifications or the like of any sort are noted in our Tender, following Tender opening, they are hereby considered null and void.

(c) Our Tender shall be valid for a period of **120 calendar days** from the date of the first stage tender submission deadline in accordance with the Tender Document, and it, together with the above written undertakings, shall remain binding upon us;

(d) We are not participating as a Participant or as a partner in a JV in more than one Tender in this Tendering process;

(e) We understand that you are not bound to accept any tender that you may receive.

(f) We confirm that all materials to be supplied during construction will comply with the minimum requirements of the General and Particular Technical Specifications

|        | This Letter | of Submission | and the | documents | included | in this | Envelope | form an | integral | part of c | our |
|--------|-------------|---------------|---------|-----------|----------|---------|----------|---------|----------|-----------|-----|
| Tender | · .         |               |         |           |          |         |          |         |          |           |     |

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

Stamp and Signature

By:

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

| 5- <b>1</b> 1973 - 2 | services provided during the Build of Works Period as  |
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| 会社                   | follow:  |
|                      | (a) Advance Payment – in the amount specified in   |
|                      | Sub-Clause 14 The instalment advance   |
|                      | payment – upon contract signing by both Parties  |
|                      | & commencement of the work, within 42 days   |
|                      | after submission by the Contractor of<br>Performance Security in accordance with Sub-              |
|                      | Clause 4.2 [Performance Security] and Advance  |
|                      | Payment Guarantee equivalent to total amount of  |
|                      | advance payment in accordance with Sub-Clause  |
|                      | 14.2 [Advance Payment  |
|                      |  |
|                      | (b) the amount certified in each Interim Payment   |
|                      | Certificate within 56 days after the Engineer  |
|                      | receives the Statement and supporting<br>documents or, at a time when the Bank's loan or           |
|                      | credit, or the grant administered by the Bank  |
|                      | (from which part of the payments to the  |
|                      | Contractor is being made) is suspended, the  |
|                      | amount shown on any statement submitted by   |
|                      | the Contractor within 14 days after such   |
|                      | statement is submitted, any discrepancy being  |
|                      | rectified in the next payment to the Contractor;   |
|                      | and  |
|                      | (c) the amount certified in the Final Payment  |
|                      | Certificate within 56 days after the Employer  |
|                      | receives this Payment Certificate or, at a time  |
|                      | when the Bank's loan or credit or the grant  |
|                      | administered by the Bank (from which part of   |
|                      | the payments to the Contractor is being made) is   |
|                      | suspended, the undisputed amount shown in the  |
|                      | Final Statement within 56 days after the date of notification of the suspension in accordance with |
|                      | Sub-Clause 16.2.   |
|                      | The Contractor shall notify to the Employer,   |
|                      | prior to any payment under the Contract,   |
|                      | details of the bank account(s) nominated by  |
|                      | the Contractor for payments in EURO. All   |
|                      | payments of the amounts due to the   |
|                      | Contractor may only be made to the   |
|                      | Contractor's bank account(s) explicitly  |
|                      | detailed in the Contract Agreement.  |
|                      |  |
|                      | Unless otherwise agreed by the Parties in writing, such  |
|                      | bank account(s) shall be held in the name of the   |
|                      | Contractor and be located either in the Contractor's   |
|                      | country of incorporation or domicile, as applicable, or  |
|                      | in the country, where the Contract is implemented.   |
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