#### JAPAN INTERNATIONAL COOPERATION AGENCY

THE GOVERNMENT OF
THE HASHEMITE KINGDOM OF JORDAN
THE MINISTRY OF TOURISM AND ANTIQUITIES
THE MINISTRY OF PLANNING

DRAFT
TENDER DOCUMENTS
FOR
CONSTRUCTION

OF

## KARAK TOURISM DEVELOPMENT SUB-PROJECT

THE TOURISM SECTOR DEVELOPMENT PROJECT

# VOLUME I INSTRUCTIONS TO TENDERERS

August 2000

Pacific Consultants International Yamashita Sekkei Inc.

### KARAK TOURISM DEVELOPMENT SUB-PROJECT

### **TABLE OF CONTENTS**

### **Volume 6IT**

- INVITATION FOR TENDER
- INSTRUCTIONS TO TENTERERS
  - INSTRUCTIONS TO TENDERERS
  - APPENDIXES
  - ENCLOSURES
  - FORM OF TENDER

#### INVITATION FOR TENDER

Date	&	Ref.	No

To: Tenderer	
Name:	Loan No:JO - P11
Address:	Contract No:

Dear Sir,

Subject: Invitation for Tender, Construction of KARAK TOURISM DEVELOPMENT SUB-PROJECT

#### TOURISM SECTOR DEVELOPMENT PROJECT

THE HASHEMITE KINGDOM OF JORDAN has received an ODA Loan from JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as JBIC) toward the cost of TOURISM SECTOR DEVELOPMENT PROJECT, KARAK TOURISM DEVELOPMENT SUBPROJECT and intended to apply the proceeds of the loan to payment under the contract. Disbursement of ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the "Guidelines for Procurement under JBIC ODA Loans". No Party other than THE HASHEMITE KINGDOM OF JORDAN shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover a part of the project cost. As for the remaining portion, THE HASHEMITE KINGDOM OF JORDAN will take appropriate measures for finance.

JBIC requires that Tenderers and Contractors, as well as THE HASHEMITE KINGDOM OF JORDAN, under the Contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JIBC;

- (a) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will recognize a contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any times determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.

THE MINISTRY OF PUBLIC WORKS AND HOUSING (hereinafter referred to as "MPWH") invites sealed tenders from prequalified eligible Tenderers for construction and completion of the KARAK TOURISM DEVELOPMENT SUB-PROJECT (hereinafter referred to as "the Works") in accordance with the following documents:

VOLUME I - Instructions to Tenderers

- Appendixes
- Enclosure

VOLUME II - Specifications

VOLUME III - Bill of Quantities

VOLUME IV - Drawings

VOLUME V - Conditions of Contract

A Tender is required for the Construction of the KARAK TOURISM DEVELOPMENT SUB-PROJECT and its associated works for the Tourism Sector Development Project as described in the Tender Documents and to be submitted under sealed cover in accordance with the Instruction to Tenderers.

#### 1. Issuing of Tender Documents

THE MINISTRY OF PUBLIC WORKS AND HOUSING (MPWH) will issue the Tender Documents at the GOVERNMENT TENDERS DIRECTORATE from ---- th to ----<sup>th</sup> ------ 2000. A set of Tender Document is priced ------ (------) J.D., including sales tax, which is non-refundable and can be paid in cash or cashier check.. The check must be in the name of The Ministry of Public Works and Housing (MPWH) and must be dated no more than three days before the day of selling.

If the authorized person in the company can not come to purchase these documents in person, he must assign a legal power of attorney to someone to act on his behalf.

#### 2. Project Site Visit

A Site visit will be conducted from 09:00 hours on ---- th ----- 2000, at the KARAK TOURISM DEVELOPMET Sub-project Site. The Tenderer must attend in person or assign power of attorney to someone to act on his behalf.

#### 3. Clarification Meeting

If the Tenderer has any questions regarding the Tender Documents and/or other detail conditions, the Tenderer must submit written questions to the MPWH GOVERNMENT TENDERS DIRECTORATE by ----<sup>th</sup> ------- 2000.

	GOVERNMENT TENDERS DIRECTORATE.
4.	Tender Submission and Tender Opening  The completed Tender should be submitted to the MPWH GOVERNMENT TENDERS  DIRECTORATE at the following address between the hours of 09:00 - 11:00 on the <sup>th</sup> 2000.
	MPWH Government Tenders Directorate Eighth Circle, Albiader Street, AMMAN
	The Tender will be opened on same day of Tender submission at hours.
5.	Tenderers will be informed in due course of the result of the Tender Review.
6.	All other necessary requirements for the preparation and submission of Tenders are given in the INSTRUCTIONS TO TENDERERS.
	THE MINISTRY OF PUBLIC WORKS AND HOUSING (MPWH) General Director of Government Tenders Directorate
	Nasir Madadha

The Clarification Meeting will be held on ---<sup>th</sup> ------ 2000, time 09:00, at the MPWH

# THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN THE MINISTRY OF TOURISM & ANTIQUITIES THE MINISTRY OF PLANNING

# DRAFT TENDER DOCUMENTS FOR CONSTRUCTION

OF

### KARAK TOURISM DEVELOPMENT SUB-PROJECT

THE TOURISM SECTOR DEVELOPMENT PROJECT

# VOLUME I INSTRUCTIONS TO TENDERERS

The JICA D/D Study Team
Joint Venture:
Pacific Consultants International, Tokyo
Yamashita Sekkei Inc

# **TABLE OF CONTENTS**

1.	GENERAL	1
2.	GENERAL DESCRIPTION OF THE PROJECT	2 2 2
3.	TENDER DOCUMENTS	2
4.	QUALIFICATION OF TENDER	3
5.	VISITING PROJECT SITE	4
6.	TENDERER UNDERSTANDING/EXAMINATION OF DOCUMENTS	4
7.	LANGUAGE AND MEASUREMENT SYSTEM OF TENDER	5
8.	INTERPRETATION OF TENDER DOCUMENTS/PRE-TENDER MEETING	5
9.	TAXES AND CUSTOM DUTIES	5
10.	SIGNING	6
11.	TENDER EXPENSE	6
12.	WITHDRAWAL	6
13.	PREREQUISITE CONDITIONS	6
14.	DOCUMENTS COMPRISING THE TENDER	6 7 7

15.	TENDER PRICE	8
	15-1. Unit Price base Contract	8
	15-2. Currency of Tender	8
16.	TENDER VALIDITY	8
17.	TENDER SECURITY	9
18.	SUBMISSION OF TENDER	9
	18-1. Format and Signing of Tender	9
	18-2. Sealing and Marking of Tender	10
	18-3. Submission	11
	18-4. Date for Submission of Tender	11
19.	TENDER OPENING	12
20.	TENDER EVALUATION	12
	20-1. Stage-1: Contractual and Technical Evaluation	13
	20-2. Stage-2: Price Evaluation	15
21.	CLARIFICATION OF TENDER	16
22.	ACCEPTANCE OF TENDER	16
23.	AWARD OF THE CONTRACT	16

APPENDIXES

**ENCLOSURES** 

#### **INSTRUCTIONS TO TENDERERS**

#### 1. GENERAL

- a. THE MINISTRY OF PUBLIC WORKS AND HOUSING (hereinafter referred to as the "MPWH"), GOVERNMENT TENDERS DIRECTRATE of THE HASHEMITE KINGDOM OF JORDAN has received a loan from JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as the "JBIC") for the Tourism Sector Development Project, **Karak Tourism Development Sub-Project**. The MPWH shall apply the loan towards the cost of the project and intends to apply the proceeds of the loan to eligible payments under this contract for which this invitation to tender is issued (hereinafter referred to as "the Contract"). Disbursement of loan by the JBIC will be made only at the request of the MPWH and upon approval by the JBIC in accordance with the terms and conditions of the Loan Agreement No. JO-P11, dated 2<sup>nd</sup> December, 1999 including "Guidelines for Procurement under JBIC ODA Loans" and will be subject in all respects to the terms and conditions of the said agreement. No party other than MPWH shall derive any rights from the Loan Agreement or have any claim to loan proceeds.
- b. Fund for the both foreign and local currency portions of the Project covered under this Contract is financed under the said Loan Agreement, and it is intended that proceeds of this loan will be applied to payment for the foreign and local currency portions under the Contract except Taxes and Duties which will be borne by the Government of the Hashemite Kingdom of Jordan (hereinafter referred to as the "Government").
- c. The proceeds of the loan are required to be used with due attention to considerations of economy, efficiency and non-discrimination among countries which are eligible for procurement of goods and services (such countries are hereinafter called "The eligible source countries").
- d. Only those contractors who have been prequalified by the MPWH will be eligible to participate in this Tendering. The MPWH is required to submit to the JBIC a complete statement of the source and origin of the materials, plants and services furnished under the Contract. To assist the MPWH in this matter, the Tenderer shall submit a complete breakdown of the source or origin of all materials, plants and services furnished under the Contract.
- e. The Tenderer shall familiarize himself with the forgoing requirements and, in submitting a Tender, The Tenderer shall be deemed to have taken account of and complied with the Government laws, regulations, agreement, procurement procedure and other qualifying requirements.

#### 2. GENERAL DESCRIPTION OF THE PROJECT

#### 2-1 General

The Tenderer is required to submit tender proposal for supply of all labour, materials, plants and services required to complete supply, fabrication, construction, inspection, testing, packing and transporting to job-site, together with on-site installation and commissioning services related to Work entitled "KARAK TOURISM DEVELOPMENT SUB-PROJECT".

#### 2-2 Project feature

Detail description of scope of the work required to the Contractor under this contract package, which shall be completed in a single package and fixed-price contract will be stated in Volume II "Specifications" and Volume IV "Drawings" of the Tender Documents.

#### 3. TENDER DOCUMENTS

a. The Tender Documents consist of the followings:

#### **VOLUME I: TENDERING AND CONTRACTING REQUIREMENT**

- INSTRUCTIONS TO TENDERERS
- FORM OF TENDER
- APPENDIXES

Appendix A: Schedule of Time, Rates and Conditions

Appendix B: Form of Agreement

Appendix C: Form of Tender Security

Appendix D: Form of Performance Security

Appendix E: Form of Advance Payment Security

Appendix F: Drawing List

Appendix G: General Construction Schedule

Appendix H: Temporary Site Location

Appendix I: Query Form

Appendix J: Tender Acknowledgement

Appendix K: List of Eligibility Countries

#### - ENCLOSURES

Enclosure No.1: Power of Attorney

Enclosure No.2: Certification of Submission of Tender Security Enclosure No.3: Joint Operation Agreement (as applicable)

Enclosure No.4: letter of Association

Enclosure No.5: Affidavit of Site Inspection Enclosure No.6: Basic Program of The Work Enclosure No.7: Contractor's Organization Chart

Enclosure No.8: Outline Construction Plan and Proposed Layout Plan for

Temporary Works

Enclosure No.9: List of Contractor's Equipment to be used on the Works

Enclosure No.10: List of Major Materials and Plant for the Works

Enclosure No.11: List of Sub-Contractors/ Suppliers

Enclosure No.12: List of Intended Import Materials and Plant

Enclosure No.13: Breakdown of Major Rates

Enclosure No.14: Detailed Monthly Cash Flow of Anticipated Contract Payments

**VOLUME II- SPECIFICATIONS** 

**VOLUME III- BILL OF QUANTITIES** 

**VOLUME IV- DRAWINGS** 

**VOLUME V - CONDITIONS OF CONTRACT** 

PART (I) : GENERAL CONDITIONS OF CONTRACT
PART (II) : SPECIAL CONDITIONS OF CONTRACT

b. The Tenderer, whether or not submits a tender proposal, shall treat all the Tender Documents as private and confidential. The Tenderer shall not use them other than for the preparation of his tender proposal and shall not in part or in whole reproduce or release them to any third party without prior written consent of the MPWH. The Tenderer, however, may transmit to a third party such part of the Tender Documents as necessary for the purpose of preparing his tender proposal provided that such third party undertakes to keep confidential.

The MPWH may deem any violation of this secrecy obligation by such third party as the same by the Tenderer.

#### 4. QUALIFICATION OF TENDERER

- a. Only those Tenderers who have been prequalified by the MPWH will be eligible to participate in this tendering.
- b. If a Tenderer has been prequalified in association with other companies as a joint venture, consortium and/or with one or more major subcontractors (a subcontractor responsible for more than thirty percent (30%) of the total value of the work) this group must be jointly maintained in tendering and contracting, except that subcontractors, other than major subcontractors, can be included, excluded or substituted at any time subject to the approval of MPWH.
- c. Any prequalified Tenderer may not change his original joint operation partner(s) who has (have) been proposed at the stage of prequalification in accordance with the Ministry of Public Works and Housing, Government Tenders Directorate, Government Works By-Lay,

Contractors & Consultants Qualification Instructions and approved by the MPWH.

- d. No further joint operation is permitted with any other partner.
- e. During the Tender period, the Tenderer is obliged to attend all events announced officially by the MPWH.

#### 5. VISITING PROJECT SITE

For the convenience of Tenderers, an official or representative of the MPWH will conduct a job-site visit at the time and on the date specified in the Invitation to Tender. It is mandatory that Tenderers participate in this visit.

Should the Tenderer required further visit and inspection of the site, the Tenderer may visit and inspect the site, on his own responsibility and at his own expense, to obtain all information that may be necessary for the purpose of preparing his Tender and entering into a Contract.

#### 6. TENDERER UNDERSTANDING/EXAMINATION OF DOCUMENTS

- a. The Tenderer shall satisfy himself, by careful inspection as to the nature and location of the works, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the type of Construction equipment and facilities needed for the execution of the works, the general and local conditions, the plants to be furnished and installed and all other matters which can in any way affect the work under the Contract. No verbal conversation with any officer, agent, or employee of the MPWH shall be deemed to affect or modify any of the terms or obligations of the Tender Documents.
- b. The Tenderer shall be responsible for the examination and understanding of all parts of the Tender Documents furnished.
- c. All division or amendment to the Tender Documents shall be made through the formal addenda duly issued by the MPWH.
- d. Any neglect or failure on the part of the Tenderer to obtain reliable information and physical conditions on the spot or elsewhere, or any other matters affecting the execution, completion and maintenance of the Works, the Tender Price and the Contract shall not relive the Tenderer whose tender proposal is accepted, of the responsibility for completing and handing over the Works as defined in the Contract.

#### 7. LANGUAGE AND MEASUREMENT SYSTEM OF TENDER

All correspondence in connection with the Tender, the Contract and all matters accompanying the Tender shall be in English. Nevertheless, the technical data, drawings and technical reports etc. may be drawn up in Arabic language with English translation. All measurement and quantities are to be expressed in units of the SI System.

#### 8. INTERPRETATION OF TENDER DOCUMENTS/PRE-TENDER MEETING

- a. The Tenderer is under obligation to attend a Pre-tender meeting at the MPWH Government Tenders Directorate of MPWH in Amman or anywhere on a date and time specified in the Invitation to Tender.
- b. The meeting will be held for the purpose of clarifying any elements of the proposed work and also for answering all written questions received from the prospective Tenderers before the time of the Pre-tender Meeting and questions that may arise during the meeting.
- c. Should the Tenderers have any query on any matter concerning the Tender Documents, such query shall be sent to the MPWH in writing in the form provided in Appendix I' not later than fourteen (14) days prior to the Tender Opening Date. Each addendum to answer such query and/or to notify modifications will be issued by the MPWH Government Tenders Directorate not later than seven (7) days prior to the Tender Opening Date. Each Addendum will be distributed to all those who have been issued the Tender Documents and who shall acknowledge receipt of each Addendum by signing and returning the attached Receipt Form. All Addendum issued will become part of the Tender Documents.

#### 9. TAXES AND CUSTOM DUTIES

- a. The Tender shall obtain all the information on Jordanian income tax, sales taxes, and other taxes and duties, and confirm the requirements thereof on his own responsibility.
- b. All taxes and duties, including custom duties and import taxes, levies in accordance with laws and regulations of the Hashemite Kingdom of Jordan in connection with the performance of the Works to be paid by the Contractor, (those taxes and duties shall be bone by the Government in accordance with the Sub-Clause 1, b of the Instructions to Tenderers), shall be deemed to be included in the Tender Price.
- c. The attention of the Tenderer shall be drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials and plant.

#### 10. SIGNING

- a. A Tender by corporation shall be executed in the official corporate name followed by the signature and designation of the president, secretary or person(s) legally authorized to bind the corporation. A Power of Attorney granting the person to sign the Tender Proposal, as the representative of the corporation or the joint operation (if any), shall be enclosed with the tender proposal.
- b. A Tender by joint operation shall be executed and designated by one of the partners or by an authorized representative as specified hereinbefore.

#### 11. TENDER EXPENSE

All cost, charges and expenses incurred directly or indirectly by the Tenderer as to site visits and investigations, the preparation and submission of his Tender including all accompanying documents, Tender Security, authentication and other incidental cost shall be borne by the Tenderer.

#### 12. WITHDRAWAL

The Tender, once submitted, shall not be withdrawn by the Tenderer, for any reasons whatsoever. If the Tenderer withdraws before expiration of the Tender Validity, the amount of his Tender Security shall be forfeited to the MPWH by virtue of this Clause.

#### 13. PREQUISITE CONDITIONS

The MPWH reserves the right to:

- -: Require clarifications from the Tenderer,
- -: Reject any sub-contractor proposed,
- -: Reject any alternative proposals deviating from original design requirements,
- -: Require the Tenderer to submit satisfactory evidence of the proposed construction method, materials or plants and a like, before singing the Contract or to make additional submittals after signing the Contract.

#### 14. DOCUMENT COMPRISING THE TENDER

The Tender shall be submitted only in and the form attached hereto as part of the Tender Documents and which shall be completed in strict accordance with instructions herein. Unless otherwise specifically remarked, any proposals made by other forms will not be accepted.

Tender shall comprise the following documents, which are categorized into two (2) packages.

**PACKAGE –I DOCUMENTS** shall contain all documents as encountered below with all the information except the value of the Tender. All prices, rates and totals comprising the Tender shall be entirely confined to the **PACKAGE - II DOCUMENTS**.

In case there is discrepancy between the original set and the copies of the Tender, the original shall govern.

#### 14-1. Package - I Documents

- a. A notarized Power of Attorney issued by the Tenderer to his legal representative and signatory to the Tender Documents in accordance with Clause 10 herein (marked as Enclosure No. 1).
- b. Certification of submission of Tender Security certifying the Tender Security has included in Package- II Documents (marked as Enclosure No.2)
- c. Joint Operation Agreement, if applicable, (marked as Enclosure No. 3)
- d. Letter of Association (marked as Enclosure No.4)
- e. Affidavit of Site Inspection (marked as Enclosure No. 5).
- f. A Basic Program of the Works (marked as Enclosure No.6).
- g. Organization and key personnel (marked as Enclosure No. 7).
- h. A Construction Plan and Temporary Works Plan (marked as Enclosure No.8).
- i. A List of Contractor's equipment (marked as Enclosure No. 9).
- j. A List of Major Materials and Plant (marked as Enclosure No. 10).
- k. List of sub-contractors/ suppliers (marked as Enclosure No.11).

#### 14-2. Package - II Documents

- a. Form of Tender
- b. Form of Tender Security (refer to Appendix C)
- c. List of Intended Import Materials and Plant (marked as No.12)
- d. Breakdown of Major Rates. (marked as Enclosure No. 13).
- e. Detailed monthly Cash Flow of Anticipated Contractor Payments. (marked as Enclosure No. 14)

f. Priced Bill of Quantities and Daywork Rate (refer to Volume III).

#### 15. TENDER PRICE

The Tenderer shall be calculated his Tender Price according to the instructions given herein and present these prices in the Form of Tender and Bill of Quantities in a manner specified herein.

#### 15-1. Unit Price base Contract

- a. Unless stated otherwise in the Tender Documents, the Contract shall be for the whole Works as described in Clause 2, based on the schedule of unit rates and prices submitted by the Tenderer.
- b. Individual schedule rates and item price, whether quoted on unit price basis or on a lump-sum basis in the Bill of Quantities, will be only used for purposes of tender evaluation and comparison, interim payments calculation, and, in some cases, of price basis for issuance of variation order as prescribed in the Conditions of Contract.
- c. The Bill of Quantities has an entry for each item on which payment will be made and no other allowance of any kind will be made unless specifically provided for in the Tender Documents. In the appropriate spaces provided for in the Bill of Quantities, opposite each Tender item, the Tenderer shall specify the unit rate or lump sum for the work and/or services included under the item. If the rate of an item is not filled in, the cost of that item shall be deemed to be included in the unit rate for other items.
- d. In case of discrepancy between the "Unit Rate" and the corresponding "Total Amount" entered for any item in the Bill of Quantities, the "Unit Rate" shall govern.

#### 15-2. Currency of Tender

All rates and prices and each claim or statement for payment for work complete shall be expressed in terms of Jordanian Dinar.

All payment to the Contractor shall be made in Jordanian Dinar.

#### 16. TENDER VALIDITY

- a. Tender shall remain valid and open for acceptance or a period of sixty (60) days after the date of Tender Opening prescribed in Clause 19.
- b. In exceptional circumstances, prior to expiry of the original tender validity period, the MPWH may request the Tenderer for an extension of the period of Validity. The request and response thereof shall be made in writing.

c. The Tenderer will be required to extend, at his own expense, the validity of his Tender correspondingly. The provision of Clause 17 regarding discharge and forfeiture of Tender Security shall be continue to apply during extended period of Tender Validity.

#### 17. TENDER SECURITY

- a. The Tenderer shall furnish, as a part of his Tender, a Tender Security in the form of Bank guarantee in the amount of J.D. -----issued by bank acceptable to the MPWH. The "Form of Tender Security" is included as Appendix "C" in the Tender documents.
- b. The Tender Security shall be valid for thirty (30) days beyond the validity of the Tender.
- c. Where the Tenderer is a single company, the guarantee shall be in the same name of that company. Where the Tenderer is a joint venture/consortium, the guarantee shall be in the name of joint venture/consortium as expressed in the Tender.
- d. The Tender Security of unsuccessful Tenderers will be discharged/returned as promptly as possible, and in any case not later than thirty (30) days after the expiration of the period of Tender Validity.
- e. The Tender Security of the successful Tenderers will be discharged when the successful Tenderer has signed the Contact Agreement and furnished the required Performance Security.
- f. The Tender Security may be forfeited:
  - 1) if a Tenderer withdraw his Tender during the period of Tender validity; or
  - 2) if a Tenderer fail to accept the change in the Tender Price after arithmetical checking in accordance with the Tender Documents
  - 3) in case of the successful Tenderer, if he fails within the specified time limit to:
    - (i) sign the Contract Agreement, or
    - (ii) furnish the required Performance Security

#### 18. SUBMISSION OF TENDER

#### 18-1 Format and Signing of Tender

- a. The Tenderer shall submit one (1) Original and Five (5) copies of all the documents comprising the Tender, clearly marked "ORIGINAL" and "COPY" as appropriate. In case there is discrepancy between the original set and the copies of the Tender, the original shall govern.
- b. The original and copies of the Tender shall be typed in indelible ink. The Tender, Appendix to

Tender, Enclosure No. 1 to 13, together with all Collection, Summary, Final Summary and Overall Summary pages of the Bill of Quantities shall be signed by a person (or persons) duly authorized to bind the Tender. Proof of authorization shall be furnished in the form of written Power of Attorney, which shall accompany the Tender. All pages of the Tender where necessary entries or amendments have been made in line with addenda (Notice to Tenderers) shall be signed by the person (persons) signing the Tender.

- c. The complete Tender shall be without alteration or erasures, except those to accord with written Notice to Tenderers issued by the MPWH or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person (or persons) signing the Tender.
- d. All pages of the Tender, except those referenced in Clause 18-1,b above, shall be initialed by the person (or persons) signing the Tender.

#### 18-2. Sealing and Marking of Tender

- a. The Tenderer shall seal the Original and each Copy of the documents, comprising the Tender, in an inner envelope and outer envelope or container with the list of contents, and signed by the Tenderer, duly marking the envelopes or containers as "ORIGINAL" and "COPY" as appropriate.
- b. Package –I and Package –II documents shall be submitted in separate envelope or container in the same manner specified in Sub-clause 18-2, a, above.
- c. Each complete set of Tender Documents shall be in envelope or container and shall consist of:

#### PACKAGE - I DOCUMENTS

Contained in a sealed envelope or container bearing the following identification:

THE MINISTRY OF PUBLIC WORKS AND HOUSING, JORDAN GOVERNMENT TENDERS DIRETORATE Eighth Circle, Albiader Street, AMMAN

# TENDER FOR THE TOURISM SECTOR DEVELOPMENT PROJECT KARAK TOURISM DEVELOPMENT SUB-PROJECT PACKAGE – I DOCUMENTS

(Name of Tenderer)
(ORIGINAL or COPY, as appropriate)

#### PACKAGE - II DOCUMENTS

Contained in a sealed envelope or container bearing the following identification:

THE MINISTRY OF PUBLIC WORKS AND HOUSING, JORDAN GOVERNMENT TENDERS DIRECTORATE Eighth Circle, Albiader Street, AMMAN

# TENDER FOR THE TOURISM SECTOR DEVELOPMENT PROJECT KARAK TOURISM DEVELOPMENT SUB-PROJECT PACKAGE – II DOCUMENTS

(Name of Tenderer)
(ORIGINAL or COPY, as appropriate)

#### 18-3. Submission

- a. The envelop or container shall be personally delivered by the Tenderer or his duly authorized representative to the address stated Sub-clause 18-2, c) above, and shall be received by the MPWH only during the submission time and date announced in the Letter of Invitation to Tenderer. The Tender sent by cable, telex or facsimile will not be accepted.
  - It is to be fully understood that any risk accompanied by the submission of his Tender Proposal until its physical receipt by the MPWH shall solely rest with the Tenderer.
- b. Each envelope or container will be time/date-stamped by the MPWH as it is received and will be maintained, sealed and safeguarded in the place with routine security and confidentiality.
- c. Any Tender that has been submitted in the period other than specified by the MPWH shall be rejected, for any reasons whatsoever.
- d. No alteration or modification of the Tender, once submitted, shall be accepted.

#### 18-4. Date for Submission of Tender

- a. Tender must received by the MPWH Government Tenders Directorate at the MPWH on the date and period specified in the Invitation for Tender.
- b. The MPWH may, at their discretion, extend the closing date for submission of Tenders by issuing a Notice to Tenderers in accordance with the Sub-Clause 16, b), in which case all rights and obligations of the MPWH and the Tenderers previously subject to the original submitting date shall thereafter be subject to the new submitting date as extended.
- c. Any Tender submitted to the MPWH other than during the time and date and time specified for submission of Tenders shall be returned un-open to the Tenderer.

#### 19. TENDER OPENING

- a. The MPWH will open the Tender in the presence of Tenderer's representatives who choose to attend the opening of Tender at Government Tenders Directrate.
- b. The Tenderer's authorized representatives who are present shall sign a register as evidence of attendance.
- c. Any Tender for which acceptable Notice of Withdrawal have been submitted shall not be opened.
- d. The MPWH will announce the Tenderer's names, withdrawals (if any) and the names of Tenderers who have not submitted their Tenders.
- e. The MPWH shall prepare, for their own records, minutes of the Tender Opening, including the information disclosed to those present in accordance with Sub-Clause 19, b, above.
- f. The MPWH will open Package -I Documents to examine the Tender to determine whether they are complete, whether the documents have been properly signed, and whether the documents are generally in order in accordance with Sub-Clause 18 of the Tender Documents.
- g. Should the Package -I Documents of the Tender be determined by the MPWH to be not in compliance with the requirements of the Tender Documents, then such Tender shall be rejected and returned to the Tenderer.
- h. Deviations and omissions will be recorded. Incomplete Package –I Documents will be returned to the Tenderer and results in termination of the Tender to participate in the subsequent phase of the Tender.

#### 20. TENDER EVALUATION

- a. Evaluation of Tender will be made by the MPWH and MPWH's representative based on the criteria briefly stipulated hereinafter.
- b. Evaluation of Tender shall be processed in "Two Stage System" as follows:
  - 1) Stage -1: Contractual and Technical Evaluation of the Package -I Documents
  - 2) Stage –2: Price appraisal of the Package –II Documents
- c. The MPWH reserve the right to accept or reject any or all Tenders and is not bound to accept the lowest priced tender. The MPWH shall not be liable for any claim regarding the procedure of the evaluation of the Tendering and shall not be bound to give any reasons for his decision to any Tenderer.

#### 20-1. Stage – 1: Contractual and Technical Evaluation

(Package –I Documents)

- a. The Tenders submitted by qualified Tenderers shall be evaluated for contractual and technical qualification.
- b. The weighting system will be utilized for technical evaluation. The Tender scoring more than the predetermined level of each evaluation item will be deemed to be technically qualified.
- c. Contractual appraisal and technical evaluation shall include an examination of:
  - 1) Power of Attorney (Enclosure No.1)

A notarized Power of Attorney issued by the Tenderer to his legal representative and signatory to the Tender Documents in accordance with Clause 10 herein.

- Certification of submission of Tender Security (Enclosure No.2)
   Certifying the Tender Security has including in Package –II Documents.
- Joint Operation Agreement, as applicable (Enclosure No.3)
  In case the Tenderer joins this Tender on joint operation bases, he shall submit the joint operation agreement, giving proof that the Tender is binding upon all the participants of the joint operation and that they are jointly and severally responsible for the tender proposal and the subsequent Contract.
- 4) Letter of Association, as applicable (Enclosure No.4) In case the Tenderer, whether a single or joint contractor, utilizes a sub-contractor(s) for certain field of work, he shall submit a Letter of Association obtain from each of the participating sub-contractor(s) giving proof that the participating sub-contractor(s) will work under the control and management of the Tenderer but the Tenderer is wholly and fully responsible for the Tender and the subsequent Contract.
- 5) Affidavit of Site Inspection (Enclosure No.5)
- 6) Basic Program of the Works (Enclosure No.6)

Basic Program of Construction and installation of the Works including detailed construction schedule utilizing CPM method. The construction/installation of the Works shall be completed within Twenty-Four (24) months from the commencement date including all Key dates/periods stated in the Appendix G".

Basic Program shall including each components work program and integrated program of all components.

7) Organization and Key Personnel (Enclosure No.7).

The ability of the Tenderer to organize and manage the Project shall be evaluated to ensure the quality of performance in consideration of the time of completion of the Works.

The Organization Chart indicating all designations and positions of the construction management, exhibition specialist, and supervisory personnel including their appropriate curricula vitae, and a monthly staff manpower requirement chart for the total Contract period, divided into local and foreign personnel.

Separate sheet of Proposed Maintenance Organization Chart during the Maintenance Period under the Contract.

8) Outline Construction Plan and Temporary work plan (Enclosure No. 8).

The Construction plan including, layout plan for temporary works, method statement, description of sequence, and quality and safety control procedures.

A Construction Plan and Proposed Plan for Temporary Works of project sites showing the Tenderer's proposed temporary roads and access, construction plan, temporary facilities, such as, site offices, workshops, storage, etc. and temporary relocation/protection measure for existing utility lines.

The designated location of Temporary facility area to be used by the Contractor for the construction works is indicated in the Appendix "H".

The valuable Plants and Archaeological Site surround the Karak Tourism Development Site. Therefore, it shall be of critical importance to take some careful and appropriate measures to avoid destruction those sites during construction works.

Construction/installation plan proposed by the Tenderer will be examined from the construct ability aspect.

- 9) A List of Contractor's construction equipment to be used in the Work (Enclosure No. 9). Items such as quality, capacity and year of service and mobilization of the Contractor's equipment proposed by the Tenderer to be used for the Works shall be evaluated.
- 10) The list of major materials and plants (Enclosure No. 10).

A List of Major Materials and Plant to be incorporated into the Works as called for in the Specifications together with necessary catalogues, brochures and technical supporting details submitted by the Tenderer will be evaluated.

11) List of sub-contractors/suppliers (Enclosure No.11).

A List of sub-contractors/suppliers together with reference of proposed sub-contractors/suppliers submitted by the Tenderer will be evaluated.

d. If Package-I Documents of the Tender are found not contractually and technically qualified, then the corresponding Package-II Documents of the Tender will not be opened and will be returned to the Tenderer.

#### 20-2. Stage -2: Price Evaluation

(Package -II Document)

- a. The MPWH will open the Package-II Documents of the Tenders, which have been contractually and technically qualified, in the presence of those Tenderer representative at Government Tenders Directorate, at the time and date to be notified at the address included in their Tenders.
- b. The Contractually and Technically Qualified Tenderer's authorized representatives who are present shall sign a register as evidence of attendance.
- c. The MPWH shall prepare, for their own records, minutes of the Package-II Tender Documents Opening, including the information disclosed to those present.
- d. The MPWH will open the Package-II Documents to examine Tender to determine whether they are complete, whether the documents have been properly signed, and whether the documents are generally in order.
- e. Should the Package-II Documents of the Tender be determined by the MPWH to be not in compliance with the requirements of the Tender Documents, then such Tender shall be rejected and returned to the Tenderer.
- f. At this opening, the Tenderers satisfying the requirements of Package-II Documents will have their names announced.
- g. The Tenders that have passed the contractual and technical evaluation and the foregoing requirements will then be checked arithmetically and evaluated financially.
- h. Any arithmetic errors in computation and summation will be corrected by the MPWH as follows:
  - 1) Where there is a discrepancy between amount quoted in figures and quoted in words, the amount in words will govern and
  - 2) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the MPWH there is an obviously gross misplacement of the decimal point on the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

- i. The amount stated in the Tender will be adjusted by the MPWH in accordance with the above procedures for the correction of errors with the concurrence of the Tenderer, and it shall be considered as binding upon the Tenderer. If the Tenderer will not accept the corrected amount of the Tender, his Tender will be rejected and his Tender Security will be forfeited.
- j. The Tender Prices and Breakdown of Major Rates will be evaluated in comparison with the estimated cost of the Project, which has been authorized by the MPWH.
   Where there is a gross discrepancy between the prices of the Work in the Tender and in the MPWH estimation, the Tenderer may be asked for further clarification of his Tender.

#### 21. CLARIFICATION OF TENDER

To assist the examination, evaluation and comparison of the Tender, the MPWH may ask the Tenderer for clarification of his Tender. The request for clarification and response shall be in writing and no change in the proposed prices or substance of the Tender shall be permitted.

#### 22. ACCEPTANCE OF TENDER

- a. The MPWH shall accept only the Tender which is considered the most advantageous and in the best interest of the MPWH.
- b. The decision of the MPWH with respect to acceptance of Tender shall be final and no correspondence or communication on the matter will be entered into.
- c. The MPWH reserves the right to reject any or all Tenders, to waive any required formality in the Tenders received, and to disregard any Tender which is obviously unbalanced, particularly on the major items. The right is also reserved to reject the Tender of any Tenderer who has previously failed to satisfactorily perform or complete any construction contract undertaken by him.
- d. Acceptance of Tender will be communicated to the successful Tenderer by a Letter of Acceptance to the address indicated in his Tender.

#### 23. AWARD OF THE CONTRACT

a. The successful Tenderer will receive a Letter of Acceptance from the MPWH and will be required to enter into a Contract Agreement. Award of this Tender shall be subject to prior approval of the Ministry of Public Works and Housing, The Hashemite Kingdom of Jordan and JBIC.

The MPWH reserves the right to cancel the Letter of Acceptance at any time before signing the Contract without any liability to the successful Tenderer.

- b. After receipt of the Letter of Acceptance, the successful Tenderer shall submit a Performance Security within fourteen (14) days as specified in the Conditions of Contract and sign the Contract in the form attached within the time specified in the said notice. In return for submission of the Performance Security, the Tender Security shall be released to the successful Tenderer.
- c. The awarded Tenderer shall dispatch a duly authorized person(s) at his cost to the place when the MPWH designates for negotiating and entering into a Contract Agreement.
- d. The MPWH will issue the Notice to Proceed the Work within fourteen (14) days after receipt of the Performance Security submitted by the Contractor. The commencement of the Contract will start within fourteen (14) days from the issuing date of the written Notice to Proceed the Work, when the Contractor commence the work as defined as the Date of Commencement of the Works.

### **APPENDIX**

APPENDIX A :Schedule of Time, Rate and Conditions

APPENDIX B :Form of Agreement

APPENDIX C :Form of Tender Security

APPENDIX D :Form of Performance Security

APPENDIX E :Form of Advance Payment Security

APPENDIX F : Drawing List

APPENDIX G :General Construction Schedule

APPENDIX H :Temporary Site Location

APPENDIX I :Query Form

APPENDIX J :Tender Acknowledgement

APPENDIX K :List of Eligibility Countries

# **APPENDIX A**

SCHEDULE OF TIME, RATE AND CONDITIONS

the Site

Total advance payment

#### **SCHEDULE OF TIME, RATES AND CONDITIONS**

#### **Sub-Clause in Conditions of Contract Subject** 5.1 Ruling Language English Period for submission of Performance Security ITT23 Fourteen (14) days b Period for commencement from the Employer's ITT 23, Twenty-eight (28) days Letter of Acceptance Amount of Performance Security ITT 3,a Ten percent (10%) of the total Contract Sum stated in the Contract Agreement Currencies of Payment ITT Jordanian Diner 15-2 Minimum amount of third party insurance 23.2 JD. 600,000-Period for submission of Insurance 25.1 Within twenty-eight (28) days of the commencement date Time for Completion of the Works 43.1 Sixteen (16) months after Commencement date Delay damages for the Works 47.1 a 1/1,000 (0.1%) of the final Contract Sum per day, in which the Contract Price is payable. Maximum amount of liquidated damages 47.1 a Five percent (5 %) of the final Contract Sum Defect liability period 49.1 365 Days Number and timing of installments 60.2 Monthly progress payment Period for Engineer's evaluation of Contractor's 60.2 Twenty-eight (28) days monthly Statement Start repayment of Advance Payment 60.2 From first (1st) progress payment Repayment amortization of Advance Payment 60.2 Fifteen percent (15%) from progress payments Percentage of retention 60.2 Ten percent (10 %) of the final Contract Price Limit of retention Money Five percent (5%) of the Accepted Contract Sum 60.3 Payment of Retention Money 60.3 50% upon the issue of Taking-over Certificate 50% upon the expiration of Defect Liability Period Time for Payment 60.10, b) Forty-five (45) days after delivery of payment certificate to the Employer Plant and Materials for payment when delivered to 60.11 Eighty percent (80%) of plant and materials rate

60.11 Fifteen percent (15%) of the Accepted Contract Sum

# APPENDIX B

FORM OF AGREEMENT

# THE HASHEMITE KINGDOM OF JORDAN THE MINISTRY OF TOURISM & ANTIQUITIES

#### FORM OF AGREEMENT

#### **FOR**

THE TOURISM SECTOR DEVELOPMENT PROJECT KARAK TOURISM DEVELOPMENT SUB-PROJECT

### FORM OF AGREEMENT

#### **FOR**

# OF TOURISM SECTOR DEVELOPMENT PROJECT KARAK TOURISM DEVELOPMENT SUB-PROJECT

**CONSTRUCTION** 

Loan Agreement No. JO-P11

THIS FORM OF AGREEMENT made on the, 2000
BY AND BETWEEN
The MINISTRY OF PUBLIC WORKS AND HOUSING of THE HASHEMITE KINGDOM OF JORDAN, Mr. Nasir Madadha, the General Director of Government Tenders Directorate, with address at Eighth Circle, Albiader Street, Amman, The Hashemite Kingdom of Jordan, hereinafter referred to as the "EMPLOYER".
AND
Organized and existing under the law of the, for this purpose represented by
Mr duly authorized to negotiate and sign this Contract Agreement by
virtue of Power of Attorney dated,
Having its office in,
Hereinafter referred to as the "CONTRACTOR".

#### WITNESSTH

WHEREAS the EMPLOYER is desirous that the execution and completion of the Works included in the Contract Agreement;

#### NOR THEREFORE BOTH PARTIES HERETO AGREE AS FOLLOWS:

- 1. In this Contract Agreement words and expression shall have the same meaning as are respectively assigned to them in the Contract Documents hereinafter referred to.
- 2. The following documents (hereinafter referred to as the "Contract Documents") shall be deemed to form and be read and as an integral part of this Contract Agreement, namely;
  - (a) The Tender and Appendix to Tender
  - (b) The Conditions of Contract
  - (c) The Specification
  - (d) The Drawings
  - (e) The Bill of Quantities
  - (f) Instructions to Tenderers
  - (g) The Notice to Tenderers
  - (h) The Letter of Acceptance
  - (i) The addenda and Supplements to any of the above documents
  - (j) The accomplished Prequalification Documents
  - (k) Ant other documents forming part of the Contract such as Letter of Approve by the Engineer, etc.
- 3. In consideration of the payments to be made to the CONTRACTOR as hereinafter mentioned the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the Works in conformity in all respects with the provisions of the Contract Documents.
- 4. The EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the Works the Contract Sum at the times and in the manner prescribed in the Contract Documents.

5.	The Contract Price to be paid by the EMPLOYER to the CONTRACTOR subject to the requirements of this Contract is:		
	amount in works Jordanian Dinar		
	(J.D)		
6.	The payment to the CONTRACTOR shall be made in Jordanian Dinar. The amount of Jordanian Dinar certified by THE MINISTRY OF PUBLIC WORKS AND HOUSING (MPWH) shall be paid		
	by bank check issued by the MPWH in favor of the CONTRACTOR.		
7.	Advance Payment being fifteen percent (15%) of the Contract Sum in Jordanian Dinar, equal to;		
	amount in works Jordanian Dinar		
	(J.D)		
	shall be made by the EMPLOYER to the CONTRACTOR, against an invoice from the CONTRACTOR and submission of Bank Guarantee for Advance Payment acceptable to the EMPLOYER, for the amounts received.		
8.	The Time for Completion of the Works shall be within Sixteen (16) months from the Commencement Day.		
	The Defect Liability Period shall be Three Hundreds Thirty Five (356) days calculated according to Sub-Clause 49.1 of the Conditions of Contract.		
9.	This Contact Agreement shall become effective upon the date the latest of the following conditions have been satisfied;		
	<ul><li>a. Each of the parties shall have signed this Contract Agreement</li><li>b. The CONTRACTOR shall have provided to the EMPLOYER an acceptable Performance</li></ul>		
	Security.		
	<ul> <li>Relevant approval of this Contact Agreement has been obtained from the Government of the Hashemite Kingdom of Jordan, and concurrence by the JBIC.</li> </ul>		

IN WITNESS WHEREFORE, the parties have caused this Contract Agreement to be executed by their respective duly authorized and empowered officers, on the day and year first above written.

CONTRACTOR	THE MINISTRY OF PUBLIC WORKS AND HOUSING
	GOVERNMENT TENDERS DIRECTORATE
Witness:	Witness:

# **APPENDIX C**

FORM OF TENDER SECURITY

#### FORM OF TENDER SECURITY

The Ministry of Public Works and Housing Government Tenders Directorate

above sum.

#### **TENDER SECURITY**

	agree to provide this TENDER SECURITY to the
	istry of Public Works and Housing of the Hashemite Kingdom of Jordan, (hereinafter referred to the "EMPLOYER"), at the following terms:
1	
	(hereinafter referred to as the "TENDERER"), has prepared a TENDER in accordance with the Tender Documents for the Construction of KARAK TOURISM DEVELOPMENT SUB-PROJECT for the TOURISM SECTOR DEVELOPMENT PROJECT, and it is a condition of the aforesaid Tender Documents that the Tenderer shall furnish a Tender Security.
2.	In submitting his Tender, the Tenderer agrees to furnish a TENDER SECURITY through the above named BANK in the sums of;
	amount in words Jordanian Dinar
	(J.D), in accordance with Instructions to Tender.

- 4. In the Tenderer, who has submitted the Tender, does not abide by the TENDER or any related conditions contained in the Tender Documents, we agree to pay above sums to the EMPLOYER within fourteen (14) days after receiving written notification from the EMPLOYER of the default of the TENDERER.
- 6. Notification to pay shall be issued by the EMPLOYER not later than thirty (30) days after the expiry date of the TENDER SECURITY.
- 7. This TENDER SECURITY will be ineffective if;
  - a. The TENDERER has accomplished his works in accordance with the Tender Documents even if the expiry date is not due yet.
  - b. No notification to pay is issued by the EMPLOYER after thirty (30) days from the expiry date of the TENDER SECURITY and is no longer effective.
- 8. The TENDER SECURITY shall be returned to us after the Security has been fulfilled or becomes ineffective.

zed representative of the
, has hereunto affixed his signature, thi
Signature:
Name of Signatory:
Name of Signatory.
Position:

Note: to be signed and sealed by the authorized representative of the Guarantor.

# APPENDIX D

FORM OF PERFORMANCE SECURITY

## FORM OF PERFORMANCE SECURITY

The Ministry of Public Works and Housing Government Tenders Directorate

## PERFORMANCE SECURITY

1.	. WHEREAS the M	Inistry of Publ	ic Works and I	Housing of t	he Hashemite	Kingdom of Jord	lan,
	(hereinafter referr	red to as the "	EMPLOYER")	has awarde	ed a Contract	for the TOURI	SM
	SECTOR DEV	ELOPMENT	PROJECT,	KARAK	TOURISM	DEVELOPME	NT
	SUB-PROJECT to	)					
	(hereinafter referre	ed to as the "CC	NTRACTOR")	in the sums	of:		
	amount in words J						
	(J.D						
2.	. WHEREAS the C	ONTRACTOR	is bound by the	e said Contra	act to submit to	the EMPLOYE	R a
	PERFORMANCE	SECURITY fo	r the amount of	·:			
	amount in words J	ordanian Dinar,					
	(J.D		), whic	h is corresp	ond to ten pe	ercent (10%) of	— the
	Contract Sum.						

3. Now, We, underwriters responsible and representative of

(hereinafter referred to as the "GUARANTOR") and fully authorized to sign and to incur obligation in the name of the GUARANTOR, hereby declare that the GUARANTOR shall guarantee the EMPLOYER the full amount as set forth Clause 2 above.

4. After the CONTRACTOR has signed the Contract Agreement with the EMPLOYER, the GUARANTOR shall be liable to pay the full amount as aforesaid upon first written demand from the EMPLOYER if the CONTRACTOR fails to comply with the terms and conditions of the Contract.

Provided always that no alteration in terms and conditions of the Contract Agreement between the EMPLOYER and the CONTRACTOR or in the nature of the Works to be constructed, completed and maintained thereunder and no allowance of time by the EMPLOYER under the Contract nor any forbearance or forgiveness in or respect of any matter concerning the Contract on the part of the EMPLOYER shall in any way release the GUARANTOR from any liability under this SECURITY.

The GUARANTOR shall deliver the said amount to the EMPLOYER immediately without delay against your receipt accompanied by your written statement certifying that the CONTRACTOR failed to comply with the Contract terms and conditions and without it being necessary to give any reason.

5. The GUARANTOR shall be valid for the whole of the Time for Completion and any extension thereof, the Defect Liability Period and for the period thereafter until the receipt by the CONTRACTOR of a Defect Liability Certificate issued in accordance with Conditions of Contract Sub-Clause 62.1.

APPENDIX D

6. If at any during the validity period of the SECURITY, the EMPLOYER grants an extension of time to the CONTRACTOR, or the Contract, the GUARANTOR shall extend this SECURITY under the same conditions for the required time.

7. Until the EMPLOYER shall issue an instruction to the GUARANTOR to the effect that this SECURITY may be released, the GUARANTOR undertakes, notwithstanding the validity period as stated in Clause 5 herein, to extend the validity under the same conditions for successive period at a time and to forward the appropriate extension to the EMPLOYER.

8.	As a declaration of good faith, the legal repre	esentative of the GUARANTOR hereby signs, seals
	and delivers this SECURITY on the date	, 2000.
In v	witness whereof, the authorized representative	of the
Has	s hereunder affixed his signature, this date	,, 2000.
		Signature:
		Name of Signatory:
		Position:

Note: to be signed and sealed by authorized representative of the Guarantor.

# APPENDIX E

FORM OF ADVANCE PAYMENT SECURITY

APPENDIX E

### FORM OF ADVANCE PAYMENT SECURITY

The Ministry of Public Works and Housing Government Tenders Directorate

### ADVANCE PAYMENT BANK SECURITY

1.	WHEREAS the Ministry of Public Works and Housing of the Hashemite Kingdom of Jordan,
	(hereinafter referred to as the "EMPLOYER") has signed a Contract Agreement with :
	(hereinafter referred to as the "CONTRACTOR") for the TOURISM SECTOR
	DEVELOPMENT PROJECT, KARAK TOURISM DEVELOPMENT SUB-PROJECT on
	, 2000, and,
2	WHIEDEAC
2.	WHEREAS according to the Contract, an Advance Payment equivalent to fifteen percent (15%)
	of the Contract Sum (hereinafter referred to as the "ADVANCE PAYMENT") shall be paid by
	the EMPLOYER to the CONTRACTOR.
3.	Now, We, underwriters responsible and representative of
	(hereinafter referred to as the "GUARANTOR") and fully authorized to sign and to incur
	obligation in the name of the GUARANTOR, hereby declare that the GUARANTOR shall
	guarantee the EMPLOYER up to the full amounts of;
	amount in words Jordanian Dinar,
	(J.D), which is correspond to fifteen percent (15%)
	of the Contract sum.

- 4. If the CONTRACTOR, after receiving the ADVANCE PAYMENT, should fail to commence or continue the Works or refuse to repay or default in the repayments of the ADVANCE PAYMENT, whatever the reason, the GUARATOR shall forthwith return to the EMPLOYER the whole, or the remaining ADVANCE PAYMENT after deduction of any of the ADVANCE PAYMENT received by the EMPLOYER. The GUARANTOR shall deliver the money owed to the EMPLOYER upon the EMPLOYER's first demand, without delay and without the necessity of a previous notice, or judicial procedure and without it being necessary to prove to the GUARANTOR the shortcoming of the CONTRACTOR.
- 5. We understand that the total amount of this SECURITY may be successively reduced but only after each payment by the CONTRACTOR has been made in accordance with the requirements of the Contract and then only after we have received a written official notification from the EMPLOYER of the amount of reduction that shall be applied.
- 6. This SECURITY shall remain valid until the EMPLOYER shall issue a written instruction to us to the effect that the CONTRACTOR has completely discharged his payment obligation under the aforementioned Contract excluding fourteen day (14) days claim period.
- 7. The GUARANTOR hereby waives the priority right to claim for attachment and disposal of the property of Debtor for the settlement of the obligation of Debtor prior to the payment of the guaranteed amount.

8.	This Security is hereby execute by	seal and hand by the respo	nsible representative of the
	GUARANTOR this	day of	, 2000.
		Signature:	
		Name of Signatory:	
		Position:	

Note: to be signed and sealed by authorized representative of the Guarantor.

# **APPENDIX F**

DRAWING LIST

APPENDIX F

# **Architecture Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
1	TS-A-000	COVER SHEET	N.T.S
2	TS-A-001	SURVEY & DEMOLOSHING PLAN - PART 1	1/250
3	TS-A-002	SURVEY & DEMOLOSHING PLAN - PART 2	1/250
4	TS-A-003	SURVEY & DEMOLOSHING PLAN - PART 3	1/250
5	TS-A-004	SURVEY & DEMOLOSHING PLAN - PART 4	1/250
6	TS-A-005	GENERAL LAYOUT PLAN	1/1,000
7	TS-A-006	TOURIST STREET LAYOUT - PART (1)	1/100
8	TS-A-007	TOURIST STREET LAYOUT - PART (2)	1/100
9	TS-A-008	TOURIST STREET LAYOUT - PART (3)	1/100
10	TS-A-009	TOURIST STREET LAYOUT - PART (4)	1/100
11	TS-A-010	TOURIST STREET LAYOUT - PART (5)	1/100
12	TS-A-011	TOURIST STREET LAYOUT - PART (6)	1/100
13	TS-A-012	TOURIST STREET LAYOUT - PART (7)	1/100
14	TS-A-013	TOURIST STREET LAYOUT - PART (8)	1/100
15	TS-A-014	TOURIST STREET LAYOUT - PART (9)	1/100
16	TS-A-015	TOURIST STREET LAYOUT - PART (10)	1/100
17	TS-A-016	THRESHOLD LAYOUT	1/500
18	TS-A-017	DETAILS - 1	1/10
19	TS-A-018	DETAILS - 2	1/10
20	TS-A-019	DETAILS - 3	1/10
21	TS-A-020	DETAILS - 4	1/25 1/100
22	TS-A-021	DETAILS - 5	1/10 1/25 1/10
23	TS-A-022	DETAILS - 6	1/10 1/20 1/50
24	TS-A-023	PROJECT AREA	1/1,000

#### **Karak Tourist Steet**

## **DRAWING LIST**

APPENDIX F

# Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
	LANDSCAPE	DRAWINGS	
25	TS-L-001	PLANTING SCHEDULE	1/500
26	TS-L-002	STREET FURNITURE LAYOUT	1/1,000
27	TS-L-003	PLAZA PLAN (MAYDAN SALAH EDEEN)	1/100
28	TS-L-004	PARKING LAYOUT	1/100
29	TS-L-005	LANDSCAPE DETAILS - 1	1/10 1/25
30	TS-L-006	LANDSCAPE DETAILS - 2	1/10

# **Electrical Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
31	TS-E-001	POWER, TELEPHONE POLES LOCATIONS & ELECTRICAL NOTES	1/500

APPENDIX F

**Mechanical Drawings** 

NO.	DRAWING NO.	DRAWING TITLE	SCALE
32	TS-M-001	WATER DISTRIBUTION LAYOUT -1	1/100
33	TS-M-002	WATER DISTRIBUTION LAYOUT -2	1/100
34	TS-M-003	WATER DISTRIBUTION LAYOUT -3	1/100
35	TS-M-004	WATER DISTRIBUTION LAYOUT -4	1/100
36	TS-M-005	WATER DISTRIBUTION LAYOUT -5	1/100
37	TS-M-006	WATER DISTRIBUTION LAYOUT -6	1/100
38	TS-M-007	WATER DISTRIBUTION LAYOUT -7	1/100
39	TS-M-008	WATER DISTRIBUTION LAYOUT -8	1/100
40	TS-M-009	WATER DISTRIBUTION LAYOUT -9	1/100
41	TS-M-010	WATER DISTRIBUTION LAYOUT -10	1/100
42	TS-M-011	DRAINAGE LAYOUT -1	1/100
43	TS-M-012	DRAINAGE LAYOUT -2	1/100
44	TS-M-013	DRAINAGE LAYOUT -3	1/100
45	TS-M-014	DRAINAGE LAYOUT -4	1/100
46	TS-M-015	DRAINAGE LAYOUT -5	1/100
47	TS-M-016	DRAINAGE LAYOUT -6	1/100
48	TS-M-017	DRAINAGE LAYOUT -7	1/100
49	TS-M-018	DRAINAGE LAYOUT -8	1/100
50	TS-M-019	DRAINAGE LAYOUT -9	1/100
51	TS-M-020	DRAINAGE LAYOUT -10	1/100
52	TS-M-021	MECHANICAL DETAILS -1	NTS
53	TS-M-022	MECHANICAL DETAILS -2	1/20

DRAWING

### **DRAWING LIST**

APPENDIX F

## Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
54	G-001	ARCHITECTURAL LIST OF ABBREVIATIONS & SYMBOLS	
55	G-002	LOCATION MAP	
56	G-003	STRUCTURAL NOTES-1	
57	G-004	STRUCTURAL NOTES-2	
	ARCHITECT	URE DRAWINGS	
58	LOP-A-000	LIST OF DRAWINGS	N.T.S
59	LOP-A-001	TOPOLOGICAL SURVEY MAP & DEMOLISHING MAP	1/200
60	LOP-A-002	SITE PLAN	1/100
61	LOP-A-003	STORM WATER DRAINAGE PLAN	1/100
62	LOP-A-004	GROUND FLOOR AREA & PAVED AREA	1/100
63	LOP-A-005	GROUND FLOOR PLAN	1/50
64	LOP-A-006	ELEVATIONS	1/50
65	LOP-A-007	SECTIONS	1/50
66	LOP-A-008	ARCHITECTURAL DETAIS - 1	1/10 1/20
67	LOP-A-009	ARCHITECTURAL DETAIS - 2	1/10 1/20
68	LOP-A-010	ARCHITECTURAL DETAIS - 3	1/10 1/20
69	LOP-A-011	FINISHING SCHEDULE & DOORS & WINDOWS DETAIL	1/5 1/10
70	LOP-A-012	SIGNAGE SCHEDULE	1/10
	LANDSCAPE	DRAWINGS	
71	LOP-L-001	TILING PATTERN	1/100
72	LOP-L-002	PLANTING PLAN	1/100
73	LOP-L-003	LANDSCAPE DETAILS - 1	1/20 1/50
74	LOP-L-004	LANDSCAPE DETAILS - 2	1/10 1/20

#### **Karak Lower Observation Point**

## **DRAWING LIST**

APPENDIX F

# **Architecture Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
75	LOP-L-005	LANDSCAPE DETAILS - 3	1/50 1/100
76	LOP-L-006	LANDSCAPE DETAILS - 4	1/10 1/20

#### **Karak Lower Observation**

## **DRAWING LIST**

APPENDIX F

**Structural Drawings** 

NO.	DRAWING NO.	DRAWING TITLE	SCALE
77	LOP-S-001	REINFORCEMENT DETAILS	1/20 1/100
78	LOP-S-000a	GENERAL NOTE-1	1/10 1/20
79	LOP-S-000b	GENERAL NOTE-2	N.T.S.
			N.T.S.

# **Electrical Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
80	LOP-E-001	LIGHTING LAYOUT	1/100
81	LOP-E-002	POWER, TELEPHONE AND ELECTRICAL PANELS	N.T.S
82	LOP-E-003	ELECTRICAL DETAILS	1/10

## **Mechanical Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
83	LOP-M-001	MECHANICAL WORKS	1/100 1/200
84	LOP-M-002	SITE PLAN DRAINAGE LAYOUT	1/200

APPENDIX F

## Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
85	UOP-A-000	LIST OF DRAWINGS	N.T.S
86	UOP-A-001	TOPOGRAPHICAL SURVEY MAP & DEMOLISHING MAP	1/200
87	UOP-A-002	SITE PLAN	1/200
88	UOP-A-003	STORM WATER DRAINAGE PLAN	1/200
89	UOP-A-004	SITE AREA & FLOOR AREA	1/200
90	UOP-A-005	BASEMENT FLOOR PLAN (GENERAL)	1/100
91	UOP-A-006	BASEMENT FLOOR PLAN (PART - 1)	1/50
92	UOP-A-007	BASEMENT FLOOR PLAN (PART - 2)	1/50
93	UOP-A-008	GROUND FLOOR PLAN	1/100
94	UOP-A-009	BASEMENT REFLECTED CEIIING PLAN	1/100
95	UOP-A-010	ELEVTIONS	1/50
96	UOP-A-011	ELEVTIONS	1/50
97	UOP-A-012	ELEVTION	1/100
98	UOP-A-013	SECTIONS	1/50
99	UOP-A-014	ARCHITECTURAL DETAILS -1	1/10
100	UOP-A-015	ARCHITECTURAL DETAILS -2	1/10 1/20
101	UOP-A-016	ARCHITECTURAL DETAILS -3	1/10 1/20
102	UOP-A-017	ARCHITECTURAL DETAILS -4	1/5 1/10 1/20
103	UOP-A-018	DOORS & WINDOWS DETAILS / FINISHING SCHEDULE	1/5 1/10 1/50
104	UOP-A-019	SIGNAGE SCHEDULE	1/10

APPENDIX F

# Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
	LANDSCAPE	DRAWINGS	
105	UOP-L-001	TILING PATTERN & MATERIAL	1/200
106	UOP-L-002	PLANTING PLAN	1/200
107	UOP-L-003	LANDSCAPE DETAILS - 1	1/10 1/20
108	UOP-L-004	LANDSCAPE DETAILS - 2	1/10
109	UOP-L-005	LANDSCAPE DETAILS - 3	1/100 1/20
110	UOP-L-006	LANDSCAPE DETAILS - 4	1/10 1/20
111	UOP-L-007	LANDSCAPE DETAILS - 5	1/20

## **Structural Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
112	UOP-S-001	BASEMENT FLOOR REINFORCEMENT PLAN	1/100
113	UOP-S-002	GROUND FLOOR REINFORCEMENT PLAN	1/100
114	UOP-S-003	BEAMS & STRUCTURAL DETAILES - 1	1/20
115	UOP-S-004	BEAMS & STRUCTURAL DETAILES - 2	1/20
116	UOP-S-005	FOUNDATION PLAN	1/100
117	UOP-S-006	FOUNDATION DETAILS -1	1/20
118	UOP-S-007	FOUNDATION DETAILS -2	1/20
119	UOP-S-000a	GENERAL NOTES-1	N.T.S
120	UOP-S-000b	GENERAL NOTES-2	N.T.S

#### **Karak Upper Observation Point**

#### **DRAWING LIST**

APPENDIX F

**Electrical Drawings** 

NO.	DRAWING NO.	DRAWING TITLE	SCALE
119	UOP-E-001	SITE PLAN LIGHTING LAYOUT	1/200
120	UOP-E-002	GROUND & BASEMENT LIGHTING, POWER & TELEPHONE SYSTEM	1/100
121	UOP-E-003	DISTRIBUTION BOARDS	N.T.S

## **Mechanical Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
122	UOP-M-001	WATER & DRAINAGE DISTRIBUTION LAYOUT	N.T.S
123	UOP-M-002	VENTILATION	1/100
124	UOP-M-003	MECHANICAL DETAILS	1/20

#### **Karak Visitor Center**

#### **DRAWING LIST**

APPENDIX F

## Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
125	A-000	LIST OF DRAWINGS	N.T.S
126	A-001	SITE PLAN	1/100
127	A-002	EXISTING PLAN, ELEVATIONS & SECTIONS	1/100
128	A-003	PROPOSED PLAN	1/50
129	A-004	PROPOSED INTERNAL ELEVATIONS (SECTIONS)	1/50
130	A-005	FURNITURE PLAN & EQUIPMENT LIST	1/50
131	A-006	REFLECTED CEILING PLAN	1/50
132	A-007	ARCHITECTURAL DETAILS - 1	1/5 1/10
133	A-008	ARCHITECTURAL DETAILS - 2	1/5 1/25
134	A-009	ARCHITECTURAL DETAILS - 3	1/1 1/50
135	A-010	ARCHITECTURAL DETAILS - 4	1/1 1/50

## **Electrical Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
136	E-001	ELECTRICAL WORKS	N.T.S

## **Mechanical Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
137	M-001	MECHANICAL WORKS	1/100
138	M-002	MECHANICAL DETAILS - 1	N.T.S
139	M-003	MECHANICAL DETAILS - 2	N.T.S

APPENDIX F

# Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
140	A-000	Cover Sheet	N.T.S
141	A-000	Drawing List	N.T.S
142	A-001	Key Plans Pathway & Levels	1/100
143	A-002	Survey Map- 1 Existing Layout (Museum Level)	1/500
144	A-003	Survey Map- 2 Existing & Demolishing Part (1) (Museum Level)	1/250
145	A-004	Survey Map- 3 Existing & Demolishing Part (2) (Museum Level)	1/250
146	A-005	Survey Map- 4 Existing Layout (Lower Level)	1/500
147	A-006	Survey Map- 5 Existing & Demolishing Part (1) (Lower Level)	1/250
148	A-007	Survey Map- 6 Existing & Demolishing Part (2) (Lower Level)	1/250
149	A-008	Survey Map- 7 Existing Layout (Upper Level)	1/500
150	A-009	Survey Map- 8 Existing & Demolishing Part (1) (Upper Level)	1/250
151	A-010	Survey Map- 9 Existing & Demolishing Part (2) (Upper Level)	1/250
152	A-011	General Layout Pathway Design (Museum Level), Area & Finishing Schedules	1/500
153	A-012	Pathway Design (Museum Level) Part (1)	1/250
154	A-013	Pathway Storm Water Drainage (Museum Level) Part (1)	1/250
155	A-014	Pathway Design (Museum Level) Part (2)	1/250
156	A-015	Museum Plaza Plan & Sections	1/100 1/50
157	A-016	Stepped Water Channel Section A-A	1/250 1/100
158	A-017	Stepped Water Channel Section B -B	1/100
159	A-018	Terrace Overlooking Main Gate, Details	1/50 1/100
160	A-019	General Layout Pathway Design (Lower Level), Area & Finishing Schedule	1/500
161	A-020	Lower Level Plan Part (1)	1/100
162	A-021	Lower Level Plan Part (2)	1/100
163	A-022	Lower Level Plan Part (3)	1/500
164	A-023	Lower Level Plan Part (4)	1/100

APPENDIX F

## Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
165	A-024	Lower Level Plan Part (5)	1/100
166	A-025	Lower Level Plan Part (6)	1/100
167	A-026	General Layout Pathway Design (Upper Level), Area & Finishing Schedule	1/500
168	A-027	Upper Level Plan Part (1)	1/100
169	A-028	Upper Level Plan Part (2)	1/100
170	A-029	Upper Level Plan Part (3)	1/100
171	A-030	Upper Level Plan Part (4)	1/100
172	A-031	Upper Level Plan Part (5)	1/100
173	A-032	Upper Level Plan Part (6)	1/100
174	A-033	Stairs Sections	1/50
175	A-034	Detail - 1 Steel Stairs at Pathway (U - 1)	1/100 1/20
176	A-035	Detail - 2 Miscellaneous	1/10 1/20
177	A-036	Detail - 3 Stepped Water Channel	1/20 1/25
178	A-037	Detail - 4 Museum Roof & Plaza	1/10 1/20
179	A-038	Detail - 5 Museum Plaza	1/10 1/20
180	A-039	Detail - 6 Terrace Overlooking Main Gate - (1)	1/20
181	A-040	Detail - 7 Terrace Overlooking Main Gate - (2)	1/10 1/20
182	A-041	Detail - 8 Upper Terrace	1/10 1/20
183	A-042	Detail - 9 Handrail	1/5 1/10

#### **Karak Castle Pathway**

### **DRAWING LIST**

APPENDIX F

**Electrical Drawings** 

NO.	DRAWING NO.	DRAWING TITLE	SCALE
184	E-001	Lighting for Museum Level	1/100
185	E-002	Lighting for Lower Level - 1	1/100
186	E-003	Cable Router and Main Distribution Panel	1/100

## **Structural Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
187	S-001	Museum Plaza Plan & Sections	1/20
188	S-002	Stepped Water Channel Plan	1/250
189	S-003	Detail - 1	1/10 1/20 1/25
190	S-004	Detail - 2	1/20 1/25
191	S-000a	General Note-1	N.T.S
192	S-000b	General Note-2	N.T.S

APPENDIX F

# **Architectural & Exhibition Plan Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
191	KCM-A-000	COVER SHEET	N.T.S
192	KCM-A-000	LIST OF DRAWING	N.T.S
193	KCM-A-001	SURVEY MAP, PLAN & ROOF PLAN	N.T.S
194	KCM-A-002	EXISTING PLAN	1/100
195	KCM-A-003	EXISTING SECTION & ELEVATION	1/100
196	KCM-A-004	PROPOSED PLAN	1/100
197	KCM-A-005	PROPOSED SECTION & ELEVATION	1/100
198	KCM-A-006 STEEL DOORS DETAILS		1/20
199	KCM-A-007	TEMPERED GLASS & FLOORING DETAILS	1/10
200	KCM-A-008	FURNITURE DETAILS	1/20 1/10
	Exhibition Dra	nwings	
201	KCM-EX-001	EXHIBITION PLAN	1/100
202	KCM-EX-002	EXHIBITION SECTION & ELEVATION	1/100
203	KCM-EX-003	MAIN SHOWCASE : PLAN	1/15
204	KCM-EX-004	MAIN SHOWCASE : SECTION & ELEVATION	1/15
205	KCM-EX-005	M-EX-005 COINS SHOWCASE : PLAN	
206	KCM-EX-006	COINS SHOWCASE: SECTION & ELEVATION	1/10
207	KCM-EX-007	GLASS PANELS	1/20
208	KCM-EX-008	TELESCOPIC WINDOW	1/20
209	KCM-EX-009	EXHIBITION OF THE HUMAN BONE	1/25 1/10
210	KCM-EX-010	TRADE MAP	1/10
211	KCM-EX-011	KARAK CASTLE MODEL	1/20 1/10
212	KCM-EX-012	RECEPTION COUNTER & T.V. STAND	1/25 1/10
213	KCM-EX-013	RECEPTION COUNTER & T.V. STAND	1/50 1/25 1/10
214	KCM-EX-014	EXHIBITION PANELS	N.T.S

#### Karak Castle Museum

### **DRAWING LIST**

APPENDIX F

## **Architectural & Exhibition Plan Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
215	KCM-EX-015	EXHIBITION PANELS & MODELS	N.T.S
216	KCM-EX-016	EQUIPMENT FOR REINFORCEMENT AUDIO VISUAL	N.T.S

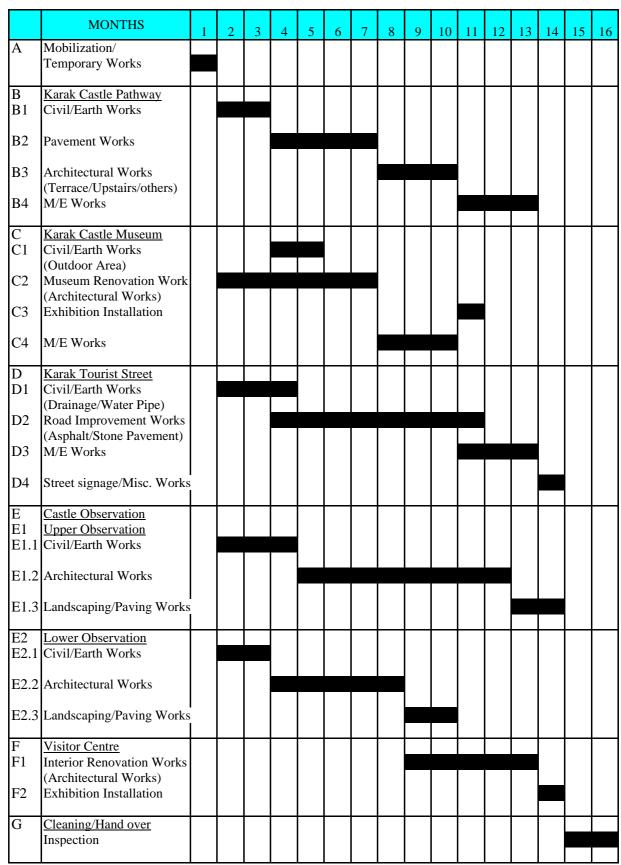
## **Electrical Drawings**

NO.	DRAWING NO.	DRAWING TITLE	SCALE
217	KCM-E-001	LIGHTING LAYOUT	1/100
218	KCM-E-002	POWER LAYOUT	1/100
219	KCM-E-003	TRENCH LAYOUT	1/100
220	KCM-E-004	FIRE ALARM AND SECURITY SYSTEM	1/100
221	KCM-E-005	DETAIL PLAN OF AUDIOVISUAL EQUIPMENT	N.T.S

# **APPENDIX G**

GENERAL CONSTRUCTION SCHEDULE

### **General Construction Schedule**



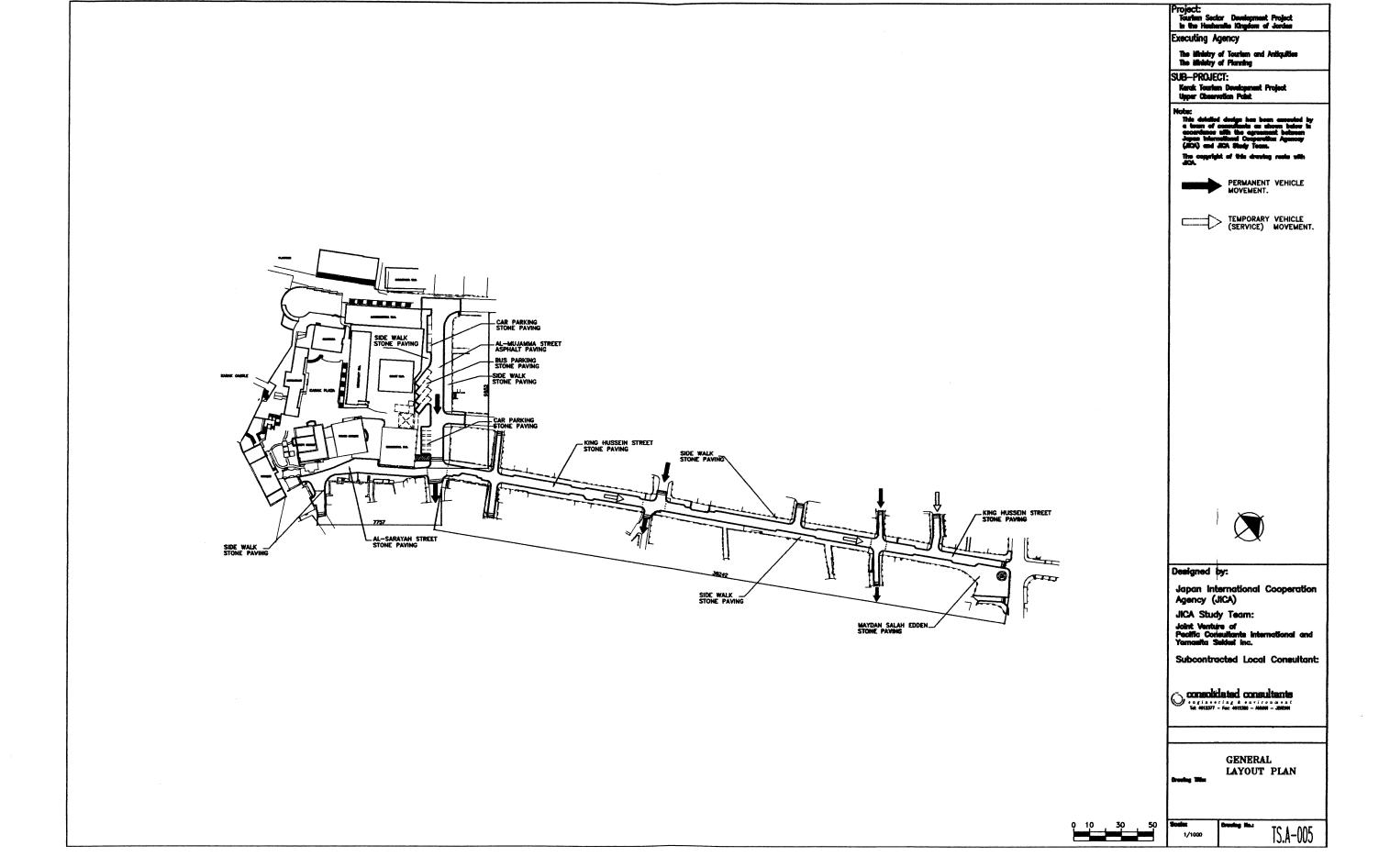
Note)

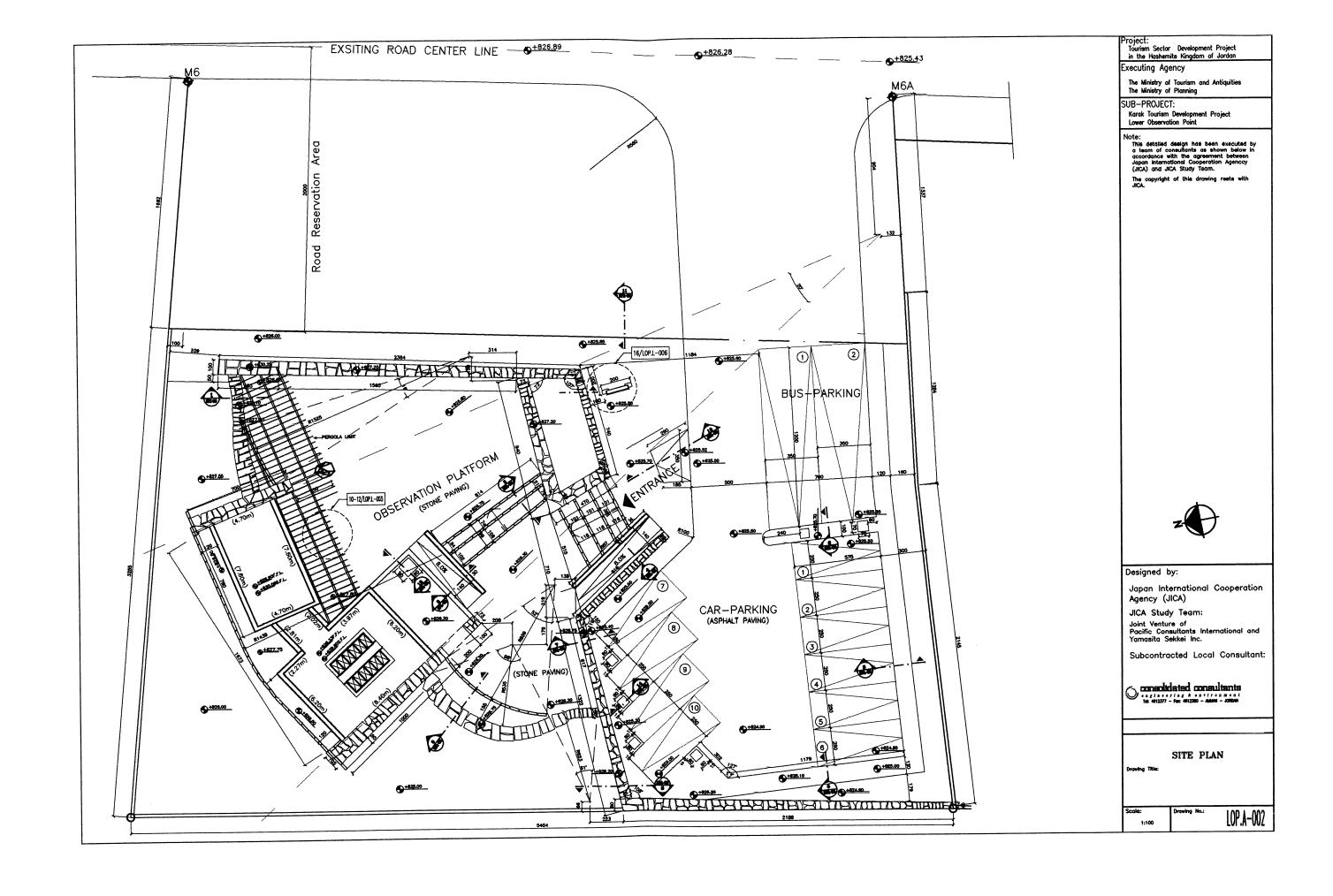
The following four(4) parties for the construction are considered;

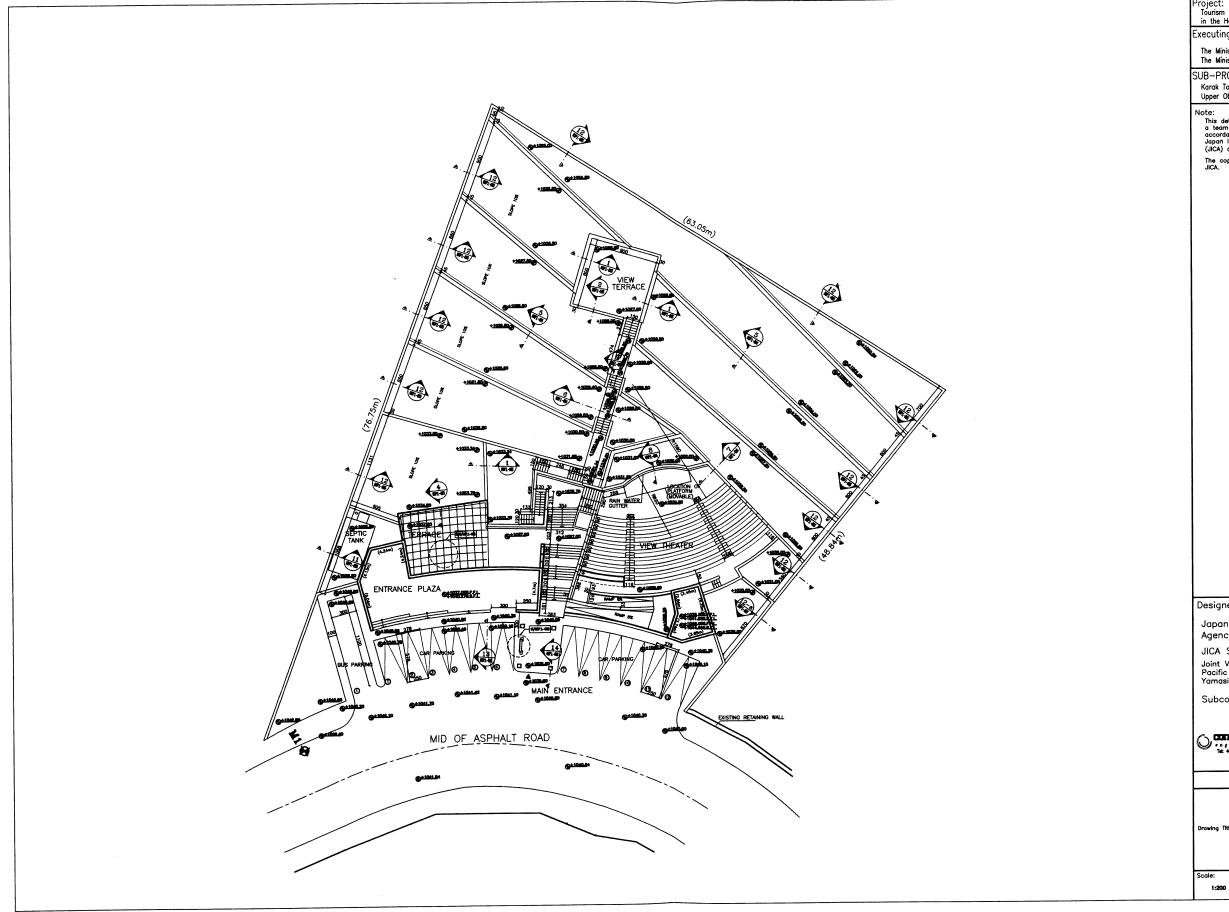
1st party for B and C, 2nd party for D, 3rd party for E1 and 4th party for E2 and F

# **APPENDIX H**

TEMPORARY SITE LOCATION







Project: Tourism Sector Development Project in the Hashemite Kingdom of Jordan

Executing Agency

The Ministry of Tourism and Antiquities The Ministry of Planning

SUB-PROJECT: Karak Tourism Development Project Upper Observation Point

Note:
This detailed design has been executed by a team of consultants as shown below in accordance with the agreement between Japan International Cooperation Agenccy (JICA) and JICA Study Team.

The copyright of this drawing rests with JICA.



Designed by:

Japan International Cooperation Agency (JICA)

JICA Study Team:

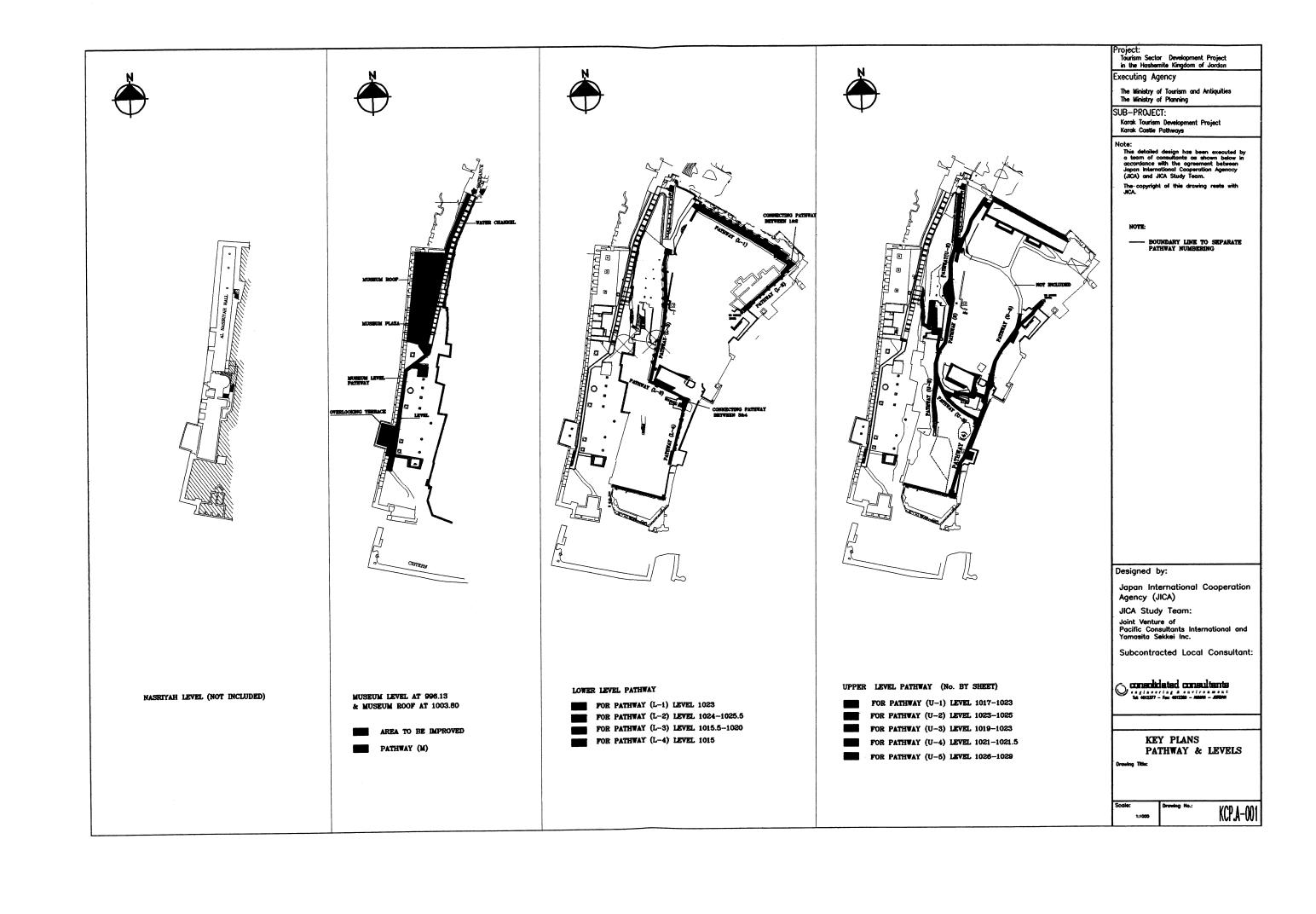
Joint Venture of Pacific Consultants International and Yamasita Sekkei Inc.

Subcontracted Local Consultant:



SITE PLAN

UOP.A-002



# APPENDIX I

**QUERY FORM** 

# **QUERY FORM**

APPENDIX I

N				111121
ry No.:				
<u>:</u>				
Name of Document	Page No.	Clause or Section No.	Question	
additional page if required.				<del></del>
ure and name of authorized representati	ve of Tenderer)		(Name of Tenderer)	

# APPENDIX J

TENDER ACKNOWLEDGEMENT

## TENDER ACKNOWLEGEMENT

1.	This is to certify that we, (name of
	Tender), have received all Tender Documents for the Karak Tourism Development
	Sub-Project, Tourism Sector Development Project on th 2000.
2.	We further declare that we shall submit our Tender Proposal in strict accordance
	with requirements of the Instructions to Tenderer.
Sig	gnature of Tenderer :
Na	nme of Tenderer :
Da	ate prepared :

## APPENDIX K

#### LIST OF ELIGIBILITY COUNTRIES

## LIST OF ELIGIBILITY COUNTRIES

### **ALL COUNTRIES**

#### THE MINISTRY OF TOURISM & ANTIQUITIES

#### THE TOURISM SECTOR DEVELOPMENT PROJECT

#### INSTRUCTIONS TO TENDERERS

#### FOR

#### CONSTRUCTION OF KARAK TOURISM DEVELOPMENT SUB-PROJECT

#### **ENCLOSURES**

ENCLOSURE NO. 1: POWER OF ATTORNEY

ENCLOSURE NO. 2: CERTIFICATE OF SUBMISSION OF TENDER SECURITY

ENCLOSURE NO. 3: JOINT OPERATION AGREEMENT

ENCLOSURE NO. 4: LETTER OF ASSOCIATION

ENCLOSURE NO. 5: AFFIDAVIT OF SITE INSPECTION

ENCLOSURE NO. 6: BASIC PROGRAM OF THE WORKS

ENCLOSURE NO. 7 : CONTRACTOR' S ORGANIZATION CHART

ENCLOSURE NO. 8 : OUTLINE CONSTRUCTION PLAN AND PROPOSED LAYOUT PLAN FOR TEMPORARY WORKS

ENCLOSURE NO. 9 : LIST OF CONTRACTOR'S AND SUB-CONTRACTOR'S EQUIPMENT TO BE USED ON THE WORKS

ENCLOSURE NO.10: LIST OF MAJOR MATERIALS AND PLANT FOR THE WORKS

#### INSTRUCTIONS TO TENDERERS

ENCLOSURE NO. 11 : LIST OF SUB-CONTRACTORS/SUPPLIERS

ENCLOSURE NO. 12 : LIST OF INTENDED IMPORT MATERIALS AND PLANT

ENCLOSURE NO. 13 : BREAKDOWN OF MAJOR RATES

ENCLOSURE NO. 14 : DETAILED MONTHLY CASH FLOW OF ANTICIPATED CONTRACT PAYMENTS

#### Notes:

- 1) Enclosures shall each be read in conjunction with the Tender Documents.
- 2) Enclosures shall be signed and returned with the Tender in strict accordance with the requirements of appropriate Clause of Instructions of Tenderers.

#### **POWER OF ATTORNEY**

Name	:
Position	:
Name of Compa	ny:
	58:
Telephone	:
Facsimile	<u>:</u>
I, the undersig	ened, hereby declare that we: give
authorization to	the above mentioned person who is empowered by us to communicate with the
MPWH/Engine	er or other such authorized Party insofar as the "Instruction to Tenderers" so permi
during the Tende	ering period.
Date prepared:	
Name of Tender	rer :
	nderer :
Official Stamp :	

#### **CERTIFICATE OF SUBMISSION OF TENDER SECURITY**

WHEREAS we have prepared a Tender Security in accordance with the Tender Documents for the
Tourism Sector Development Project, KARAK TOURISM DEVELOPMENT SUB-PROJECT, and
it is a condition of the aforesaid Tender Documents that the Tenderer shall furnish a Tender Security
in the amounts of JD
We hereby certify that a Tender Security complying with the above and in the form as prescribed in
the Tender Documents has been prepared and completed by the Guarantor:
(Name of Bank)
included in the Package – II Documents.
Signature of authorized representative of the Tenderer:
Name of authorized representative :
Name of Tenderer :

Note: This certificate shall be enclosed in the Package – I Documents.

#### **JOINT OPERATION AGREEMENT**

The Tenderer shall submit with his Tender a Joint Operation Agreement in accordance with the Sub-Clause 20-1, c, 3) of the Instructions to Tenderers, clearly labeled as Enclosure No. 3.

#### **LETTER OF ASSOCIATION**

The Tenderer shall submit with his Tender a Letter of Association in accordance with the Sub-Clause 20-1, c, 4) of the Instructions to Tenderers, clearly labeled as Enclosure No. 4.

#### **AFFIDAVIT OF SITE INSPECTION**

1. This is to c	certify that	ıt I,					(name)		
on behalf	f of _						(name	of	Tender)
declare th	at we ha	ve visited	and inspect	ed the Si	te and it	s surrounding	s and have	fully	satisfied
ourselves	of all the	requiremen	nts of the Ins	struction	to Tende	erers.			
2 We have a	also:								
(1)	Studied	d the Tende	r Document	ts in deta	il; and				
(2)	laws, o	decrees, or	dinances, ac	cts, regul	lations a	nto our Tender and other circu	ımstances a	and c	onditions
	tion give					ription of the			
Signature of T	Tenderer	:							
Name of Teno	derer	:							
Date prepared	d	:							
Official Stam	np	:							

#### **BASIC PROGRAM OF THE WORKS**

The Tenderer shall submit with his Tender a "Basic Program of the Works" clearly labeled as Enclosure No.6. The program shall indicate the timing, proposed sequence and order of execution of the Works, and take full account of the stipulated completion period.

The Program shall be submitted in Bar Chart form with plotted time/percentage completion together with a Critical Path Network detailing activities.

The "Basic Program of the Works" shall indicate:

- Key dates/period;
   (Refer to enclosed General Construction Schedule, as Appendix G")
- (2) Interdependence of the individual activities;
- (3) Earliest/latest start and earliest/latest end of the each activity;
- (4) Manufacture and shipment of the Materials and Plants to be incorporated to the Works.
- (5) Transport and materials delivery to the Site;
- (6) Mobilization schedule of Contractor's and Sub-contractor's equipments
- (7) Shop fabrication.
- (8) Working sequence of street and trail pavement.
- (9) Testing and Commissioning etc
- (10) Temporary works including soil erosion and sedimentation control and protection during foundation works.
- (11) Temporary pedestrian and car traffic control and diversion plans.
- (12) Removal of Contractor's Equipment;
- (13) Clearing the Site upon completion; and
- (14) Protection of works

#### **CONTRACTOR' S ORGANIZATION CHART**

The Tenderer shall submit with his Tender a detailed organization chart clearly labeled as Enclosure No.7. The organization chart shall include an illustration of the Contractor's proposed management structure for the Works:

- (1) The Project management and supervisory organization on Site.
- (2) Relevant head office structure in relation to the Project control.
- (3) Maintenance Organization during and after the Defect Liability Period.

Principal personnel including Project management, administrative, technical and supervisory staff, foreign and local, shall each be named or referenced in the Organization Chart and, in addition, the Tenderer shall submit:

- An assignment schedule for each personnel in the form of bar chart, indicating whether full or part time and the proposed period of assignment;
- (2) Comprehensive Curriculum Vitae for personnel, describing names, position, qualifications, age and relevant experience, company name if the Tenderer has been prequalified in association with other companies as a Joint venture/Consortium and their authorities
- (3) Monthly manpower requirement chart for the total Contract Period and categorized into management, supervision, engineering, administrative and labor for both foreign and local.

# OUTLINE CONSTRUCTION PLAN AND PROPOSED LAYOUT PLAN FOR TEMPORARY WORKS

The Tenderer shall submit the following with his Tender, clearly labeled as Enclosure No. 8.

- (1) An Outline Construction Plan; and
- (2) A proposed Layout Plan for Temporary Works.

The Outline Construction Plan shall include the following:

- (1) A method statement for each respective part of the Works describing the intended construction methods to be employed in the Works;
- (2) A detailed description of the proposed sequences for the execution and completion of the Works;
- (3) Anticipated labor levels (expressed in man-days) for the Works thereof including any works offsite;
- (4) Proposed detail quality control procedures and including;
  - -: Site testing and commissioning method and procedure
  - -: Manufacturer's quality control procedure
  - -: Proposed on-site/off-site independent laboratory or testing agency
- (5) Proposed Site safety/security control and protection of existing live utilities during construction period.
- (6) Temporary pedestrian and car traffic control and diversion plans.

(7)

The proposed layout plan for Temporary Works shall be accompanied by drawings indicating the layout and outline of Engineers Office, temporary roads, workshop, control of soil erosion and sedimentation, storage areas, hard standings, offices, fences, Site lighting, power and water supplies etc. and all protection works.

# LIST OF CONTRACTOR' S AND SUB-CONTRACTOR' S EQUIPMENT TO BE USED ON THE WORKS

The Tenderer shall submit with his Tender a List of Contractor's and Sub-contractor's Equipment to be used on the Works in the format of the enclosed page, clearly labeled as Enclosure No.9.

#### LIST OF CONTRACTOR'S AND SUB-CONTRACTOR'S EQUIPMENT TO BE USED FOR THE WORKS

#### **ENCLOSURE NO.9**

DESCRIPTION MANUFACTURER'S YEAR OF MODEL QUANTITY SIZE OWNED OR PRESE CAPACITY LEASED LOCAT	
NAME MANUFACTURE CAPACITY LEASED LOCAT	IN I
	ION
SAMPLE	

\*\* Use additional page if required

(Signature and name of authorized representative of Tenderer)

(Name of Tenderer)

#### LIST OF MAJOR MATERIALS AND PLANT FOR THE WORKS

The Tenderer shall submit with his Tender a List of Major Materials and Plant for the Works, clearly labeled as Enclosure No.10.

- A. The materials to be incorporated in the Works shall comply with the Specifications in the Tender Documents.
- B. The list must be complete in all respects including materials and plant and the Tenderer must submit with his Tender. All manufacturers' catalogues and enclosures, and performance specifications including drawings as necessary, pertaining to the materials.
- C. Spare Parts for Defect Liability Period

The Tenderer shall submit list of spare parts including modules, units and consumable items, which the manufacturer recommends for the Defect Liability Period normal operation of equipment after issuance of Completion Certificate in accordance with the Clause 48 of the Conditions of Contract.

#### LIST OF MAJOR MATERIALS AND PLANT FOR THE WORKS

#### **ENCLOSURE NO. 10**

	DESCRIPTION	SEC. AND CLAUSE NO. OF	MANUFACTURER / SUPPLIER	STANDARD / MODEL	COUNTRY OF ORIGIN
	DESCRII HOIV	VOLUME-II, SPECIFICATIONS	MINITACTORER / SOTTEIER	STANDARD / WODLE	COUNTRY OF ORIGIN
Δ	Site, Civil, Architectural Works	VOLUME-II, SI ECHTCATIONS			
1.	Ready Mixed Concrete				
2.	Cement				
3.	Fine Aggregates				
4.	Coarse Aggregates				
5.	Reinforcing Bars (diameter 9mm or less)				
6.	Reinforcing Bars (all others)				
7.	RC Pipe 400 - 800 mm Dia.				
8	Asphaltic Conctrete				
9	Pre-cast Cponcrete Pile				
10	Waterstop		OAMBI E	Ļ	
11	Sesmic isolation pad		SAMPLE		
12	Cement Roofing Tiles			)	
13	Concrete Block				
14	Paint				
15	Steel Doors				
16	Wooden Doors				
17	Aluminium Windows				
18	Rolling Shutters				
19	Glass				
20	Sanitary Fixtures				
В	Mechanical Works				
1	Valves				
2	Galvanized Steel Pipes				
3	Cast Iron Pipes				
4	PVC Pipes				
5	Piping Acessories: joint, bend, tee etc.				
6	Pumps				
7	Flow meters				
8	Air Conditioner				
9	Ventilation Fans				

					ENCLUSURE NO. 10
	DESCRIPTION	SEC. AND CLAUSE NO. OF	MANUFACTURER / SUPPLIER	STANDARD / MODEL	COUNTRY OF ORIGIN
		VOLUME-II, SPECIFICATIONS			
C	Electrical Works				
1	Circuit Breakers				
2	Meters				
3	Switch Boards				
4	Tranformers				
5	Busbars				
6	Cables				
7	Intermediate Metalic Conduits				
8	Cable ladders				
9	Computer		SAMPLE	L	
10	Lighting Fixtures		SAMPLE		
11	Switches and Receptacles				
12	Heat and Smoke Detectors				
D	Landscape				
E	Exhibition				

(Name and Signature of authorized representative)

(Name of Tenderer)

**LIST OF SUB-CONTRACTORS/SUPPLIERS** 

The Tenderer shall submit a list of Sub-contractors/Suppliers he proposes to use with his Tender in

the format of the enclosed page, clearly labeled as Enclosure No.11. The Tenderer shall also enter a

Statement of Similar works previously executed by the proposed sub-contractor including

description, location and address of the Employer/Engineer. Notwithstanding such information, the

Tenderer, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory

completion of the Works.

THE TENDERER' S COMPANY STAMP.

Reference and/or copy of regal documents for proposed Sub-contractors/Suppliers shall be enclosed.

Extension to this schedule in the same format should be used to provide complete information.

ALL PAGES OF THIS ENCLOSURE AS SUBMITTED SHALL BE SIGNED BY THE TENDERER AND ENDORSED WITH

ENC-11

#### LIST OF SUB-CONTRACTORS/SUPPLIERS

#### **ENCLOSURE NO. 11**

					ENCLOSURE NO. 11
TARA OR	NAME OF	ADDRESS OF	NAME OF SIMILAR WORKS	NAME OF EMPLOYER/	DESCRIPTION OF WORK
MATERIALS	SUB-CONTRACTOR/	SUB-CONTRACTOR/	PREVIOUSLY EXECUTED	EMPLOYER OF WORKS	
171111111111111111111111111111111111111	SUPPLIER	SUPPLIER	116 110 002 1 2120 0 120	PREVIOUSLY EXECUTED	
	SUFFLIER	SUFFLIER		TREVIOUSET EXECUTED	
			CAMDLE		
			SAMPLE		
		(		)	
				ſ	

<sup>\*\*</sup> Use additional page if required.

(Signature and name of authorized representative of Tenderer)

(Name of Tenderer)

#### LIST OF INTENDED IMPORT MATERIALS AND PLANT

The Tenderer shall submit with his Tender a List of Intended Import Materials and Plant, clearly labeled as Enclosure No. 12.

Such list shall include estimated Taxies/duties and other all necessary charges and specify the source countries.

#### LIST OF INTENDED IMPORT MATERIALS AND PLANT

#### **ENCLOSURE NO. 12**

									NCLOSURE NO. 12
ITEM	DESCRIPTION	UNIT	QUANTITY	SOURCE OF	MATERIAL /	AMOUNT	DUTIES	OTHER	TOTAL
				COUNTRIES	PLANT RATE	(FOB)		CHARGE	
				COUNTRIES	TLANT KATE	(POD)		CHARGE	
					(FOB)				
			SAM	1PLE \					
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\*\* Use additional page if required.

(Signature and name of authorized representative of Tenderer)

(Name of Tenderer)

#### **BREAKDOWN OF MAJOR RATES**

The Tenderer shall submit with his Tender a Breakdown of Major Rates, clearly labeled as Enclosure No. 13.

Such breakdowns shall at all times be subject to the approval of the Engineer. The Engineer reserves the right to request such further breakdown as he may consider necessary.

#### **BREAKDOWN OF MAJOR RATES**

#### **ENCLOSURE NO. 13**

							NCLUSURE NO. 13	
ITEM	DESCRIPTION	UNIT	QUANTITY	MATER	IAL/EQUIPMENT	L	ABOR	Total (JD)
			Ī	RATE	AMOUNT	RATE	AMOUNT	]
A	SITE, CIVIL							
1	5112, 51, 12							
1								
3								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13						<u> </u>		
					AMPLE			
В	MECHANICAL WORKS			5	AIVIPLE			
B-1	Plumbing Works		(			)		
D-1	rumonig works							
1				_				
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
11								
12			l					
			l					
B-2	Air-conditioning and Ventilation Works		l					
1			l					
2								
3								
			l					
4			l					
5								
6			l					
7								
/	<u> </u>							

(Name and signature of authorized representative of Tenderer)

(Name of Tenderer)

Instructions to Tenderers

ENCLOSURE NO. 14

DETAILED MONTHLY CASH FLOW OF ANTICIPATED CONTRACT PAYMENTS

The Tenderer shall submit with his Tender a Detailed Monthly Cash Flow of Anticipated Contract

Payment to indicate all payments anticipated to be received under the Contract in relation to the

program thereof (cash flow shall be with tabular and graphical form). Appropriate allowance shall be

made for payment and repayment of advance payments under the Contract, clearly labeled as

Enclosure No.14.

ALL PAGES OF THIS ENCLOSURE AS SUBMITTED SHALL BE SIGNED BY THE TENDERER AND ENDORSED WITH THE TENDERER'S COMPANY STAMP.

ENC-14

# THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN THE MINISTRY OF TOURISM & ANTIQUITIES THE MINISTRY OF PLANNING

# FORM OF TENDER

OF

KARAK TOURISM DEVELOPMENT SUB-PROJECT
THE TOURISM SECTOR DEVELOPMENT PROJECT

#### FORM OF TENDER

To: The Ministry of Public Works and Housing Government Tenders Directorate Eighth Circle, Albiader Street, Amman

#### **TENDER**

#### **FOR**

#### **CONSTRUCTION**

**OF** 

#### KARAK TOURISM DEVELOPMENT SUB-PROJECT

#### TOURISM SECTOR DEVELOPMENT PROJECT

Having examined the Tender Documents comprising the Instructions to Tenderer, Conditions of
Contract, the Specifications, the Bill of Quantities, the Drawings and Addendums for the above
named works. We, undersigned, offer to undertake the work complete in conformity with the above
mentioned documents for the sum of;
amount in words Jordanian Dinar
( J.D)

- 2. We undertake, if our Tender is accepted, to commence the Works within fourteen (14) days after receipt of the Employer's Notice to Proceed, this period to be utilized for mobilization works, and to complete and deliver the while works comprised in the contract within Sixteen (16) months from the last date of the aforesaid period in which the Works are to be commenced.
- 3. If our Tender is acceptable, we will submit a Performance Security in the form of bank guarantee to jointly and severally bound us in the sum equal to ten percent (10%) of the total Contract Sum in Jordanian Dinar for the faithful and satisfactory performance of the contract.

- 4. We agree to abide by this Tender for a period of sixty (60) calendar days from the date set for the opening of Tender and it shall remain binding upon us and may be accepted at any time before the expiration of this period. The Tender Security shall remain valid for ninety (90) calendar days after the date of opening of Tender.
- 5. Unless and until the Contract Agreement is prepared and executed, this Tender, together with your Letter of Acceptance, shall constitute a binding Contract between us. We agree that our receipt of your Letter of Acceptance will bind us to enter into the Contract Agreement with you, until the submission by us of an acceptable Performance Security within the required period.
- 6. We acknowledge that the Appendix to Tender forms part of our Tender.
- 7. We confirm that we have taken account of Notices to Tenderer:

dated\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, 2,000 No.\_\_\_\_, dated\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, 2,000 dated\_\_\_ No.\_\_\_\_ dated\_\_\_\_\_, \_\_\_\_\_\_, 2,000 No.\_\_\_\_\_, dated\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_, dated\_\_\_ 2,000 2,000 dated\_\_\_ No.\_\_\_\_, dated\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, 2,000

Date thisday of	
Signed	:(Printed Name)
Designation	:
Duly authorized to sign For and on behalf of	:
(Witness)	(Witness)
(Witness)	(Witness)

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