

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
HISTORIC OLD SALT DEVELOPMENT SUB-PROJECT
THE TOURISM SECTOR DEVELOPMENT PROJECT

VOLUME I
INSTRUCTIONS TO TENDERERS

August 2000

Pacific Consultants International
Yamashita Sekkei Inc.

HISORIC OLD SALT DEVELOPMENT SUB-PROJECT

TABLE OF CONTENTS

Volume 7IT

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

THE MINISTRY OF PUBLIC WORKS AND HOUSING (“the Employer”) invites sealed tenders from prequalified eligible Tenderers for construction and completion of the HISTORIC OLD SALT DEVELOPMENT SUB-PROJECT (“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 HISTORIC OLD SALT 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 ---th ----- 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 Historic Old Salt Development 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 ---th ----- 2000.

The Clarification Meeting will be held on ---th ----- 2000, time 09:00, at the MPWH 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 ----th -----
- 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 Tenders Directorate

Nasir Madadha

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

DRAFT TENDER DOCUMENTS
FOR
CONSTRUCTION

OF

HISTORIC OLD SALT 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

September - 2000

TABLE OF CONTENTS

1. GENERAL -----	1
2. GENERAL DESCRIPTION OF THE PROJECT -----	2
2-1. General -----	2
2-2. Project feature -----	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
14-1. Package-I Documents -----	6
14-2. Package-II Documents -----	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 DIRECTORATE 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, **Historic Old Salt 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 called "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 2nd 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 Tender 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 “**HISTORIC OLD SALT 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 require 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 relieve 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 Government Tenders Directorate of the 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 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 borne 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. PREREQUISITE 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 signing 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 Enclosure 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 Contract 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 Tender 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 envelope or container 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 DIRECTORATE
Eighth Circle, Albiader Street, AMMAN

**TENDER FOR THE TOURISM SECTOR DEVELOPMENT PROJECT
HISTORIC OLD SALT 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
HISTORIC OLD SALT 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 of 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 Directorate.
- 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.

2) Certification of submission of Tender Security (Enclosure No.2)

Certifying the Tender Security has including in Package –II Documents.

3) 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 Historic Old Salt Development Sub-Project 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's authorized

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

SCHEDULE OF TIME, RATES AND CONDITIONS

<u>Subject</u>	<u>Sub-Clause in Conditions of Contract</u>	
Ruling Language	5.1	English
Period for submission of Performance Security	ITT23 b	Fourteen (14) days
Period for commencement from the Employer's Letter of Acceptance	ITT 23, d	Twenty-eight (28) days
Amount of Performance Security	ITT 3,a	Ten percent (10%) of the total Contract Sum stated in the Contract Agreement
Currencies of Payment	ITT 15-2	Jordanian Diner
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	Eighteen (18) 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 monthly Statement	60.2	Twenty-eight (28) days
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	60.3	Five percent (5%) of the Accepted Contract Sum
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 the Site	60.11	Eighty percent (80%) of plant and materials rate
Total advance payment	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
HISTORIC OLD SALT DEVELOPMENT SUB-PROJECT

FORM OF AGREEMENT
FOR
CONSTRUCTION
OF
TOURISM SECTOR DEVELOPMENT PROJECT
HISTORIC OLD SALT DEVELOPMENT SUB-PROJECT

Loan Agreement No. JO-P11

THIS FORM OF AGREEMENT made on the ----- day of -----, 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 Eighteen (18) months from the Commencement Day.

The Defect Liability Period shall be Three Hundred Thirty Five (365) 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;

- a. Each of the parties shall have signed this Contract Agreement
- b. The CONTRACTOR shall have provided to the EMPLOYER an acceptable Performance Security.
- c. Relevant approval of this Contact Agreement has been obtained from the Government of the Hashemite Kingdom of Jordan, and concurrence by the JBIC.

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

TENDER SECURITY

KNOWN BY ALL MEN these presents that, we, _____

_____,
_____ agree to provide this TENDER SECURITY to the
Ministry of Public Works and Housing of the Hashemite Kingdom of Jordan, (hereinafter referred to
as 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 HISTORIC OLD SALT 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.

3. We agree to be the GUARANTOR to the EMPLOYER for the TENDER SECURITY in the
above sum.

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.

5. This TENDER SECURITY is effective from _____ to _____, 2000.
We agree that we may be requested to extend the aforementioned effective period. (The TENDER SECURITY shall be effective from the date for submission of Tenders until ninety (90) days after the date of Tender Opening and required extension thereof.)

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.

IN WITNESS WHEREOF, the authorized representative of the _____
_____, has hereunto affixed his signature, this
date _____, 2000.

Signature: _____

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 Ministry of Public Works and Housing of the Hashemite Kingdom of Jordan, (hereinafter referred to as the “EMPLOYER”) has awarded a Contract for the TOURISM SECTOR DEVELOPMENT PROJECT, HISTORIC OLD SALT DEVELOPMENT SUB-PROJECT to _____

_____, (hereinafter referred to as the “CONTRACTOR”) in the sums of :

amount in words Jordanian Dinar, _____

(J.D. _____)

2. WHEREAS the CONTRACTOR is bound by the said Contract to submit to the EMPLOYER a PERFORMANCE SECURITY for the amount of :

amount in words Jordanian Dinar, _____

(J.D. _____), which is correspond to ten percent (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.

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 representative of the GUARANTOR hereby signs, seals and delivers this SECURITY on the date _____ , _____, 2000.

In witness whereof, the authorized representative of the

Has 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

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, HISTORIC OLD SALT DEVELOPMENT SUB-PROJECT on _ _____, 2000, and,
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 GUARANTOR 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 responsible 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

DRAWING LIST

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE		SCALE
001		COVER SHEET		NS
002	SD-AG-01	LIST OF DRAWINGS		NS
003	SD-AG-02	NOTES, ABBREVIATIONS & SYMBOLS		NS
004	SD-AG-03	MASTER PLAN FOR SALT-EXISTING SITUATION		000
005	SD-AG-04	MASTER PLAN FOR SALT-PROPOSED		1/750
TOURIST TRAILS:				
006	SD-AT-01	RUMMANAT STAIRWAY -2	EXISTING SITUATION & DOWN TO SLOPES	1/200/2000
007	SD-AT-02	RUMMANAT STAIRWAY-1	PLAN - PART 1	AS SHOWN
008	SD-AT-03	RUMMANAT STAIRWAY-2	PLAN - PART 2	1/100/2000
009	SD-AT-04	RUMMANAT STAIRWAY	SECTION A - F	1/100
010	SD-AT-05	QALAA STAIRWAY -1	EXISTING SITUATION & DOWN TO SLOPES	AS SHOWN
011	SD-AT-06	QALAA STAIRWAY -1	PLAN - PART 1	AS SHOWN
012	SD-AT-07	QALAA STAIRWAY -1	SECTION 2/ A - H	1/100
013	SD-AT-08	QALAA STAIRWAY 2-3	EXISTING SITUATION & DOWN TO SLOPES	1/200/2000
014	SD-AT-09	QALAA STAIRWAY -2	PLAN - PART 2	1/100/2000
015	SD-AT-10	QALAA STAIRWAY -3	PLAN - PART 3	1/100/2000
016	SD-AT-11	QALAA STAIRWAY -2	SECTION F - I	1/100
017	SD-AT-12	QALAA STAIRWAY -3	SECTION A - F	1/50/100
018	SD-AT-13	HADDADEN STAIRWAY-1/ -3A/ -3B	EXISTING SITUATION & DOWN TO SLOPES	1/200/2000
019	SD-AT-14	HADDADEN STAIRWAY-1	PLAN	AS SHOWN
020	SD-AT-15	HADDADEN STAIRWAY-3/A	PLAN	AS SHOWN
021	SD-AT-16	HADDADEN STAIRWAY-3/B	PLAN	AS SHOWN
022	SD-AT-17	HADDADEN STAIRWAY-1	SECTION -3/L-O	1/50/100
023	SD-AT-18	HADDADEN STAIRWAY-1	SECTION -3/F-L	1/50/100
024	SD-AT-19	HADDADEN STAIRWAY-3/B	SECTION A-F	1/50/100

DRAWING LIST

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE		SCALE
025	SD-AT-20	HADDADEN STAIRWAY-2	EXISTING SITUATION & DOWN TO SLOPES	1/200/2000
026	SD-AT-21	HADDADEN STAIRWAY-2	PLAN	AS SHOWN
027	SD-AT-22	HADDADEN STAIRWAY-2	SECTION AA-EE	1/100
028	SD-AT-23	HADDADEN STAIRWAY-2	SECTION EE-HH	1/50/100
029	SD-AT-24	EAST JADAA STAIRWAY	EXISTING SITUATION & DOWN TO SLOPES	1/150/2000
030	SD-AT-25	EAST JADAA STAIRWAY	PLAN	AS SHOWN
031	SD-AT-26	EAST JADAA STAIRWAY	SECTION A-C	AS SHOWN
032	SD-AT-27	WEST JADAA STAIRWAY	EXISTING SITUATION & DOWN TO SLOPES	1/200/2000
033	SD-AT-28	WEST JADAA STAIRWAY	PLAN	1/200/2000
034	SD-AT-29	WEST JADAA STAIRWAY	SECTION A-I	1/50/100
035	SD-AT-30	ISKAFIEH STAIRWAY	EXISTING SITUATION & DOWN TO SLOPES	1/100/2000
036	SD-AT-31	ISKAFIEH STAIRWAY	PLAN & SECTION	AS SHOWN
037	SD-AT-32	UPPER QALAA STREET	EXISTING SITUATION	1/200
038	SD-AT-33	UPPER QALAA STREET	PLAN - PART -1	1/100/2000
039	SD-AT-34	UPPER QALAA STREET	PLAN - PART -2	1/100/2000
040	SD-AT-35	UPPER QALAA STREET	PLAN - PART -3	1/100/2000
041	SD-AT-36	UPPER QALAA STREET	SECTION	1/100
042	SD-AT-37	UPPER QALAA STREET	SECTIONS B-C/C-D	1/100
043	SD-AT-38	UPPER JADAA STREET	EXISTING SITUATION	1/100
044	SD-AT-39	UPPER JADAA STREET	PLAN -PART -1	1/100/2000
045	SD-AT-40	UPPER JADAA STREET	PLAN - PART -2	AS SHOWN
046	SD-AT-41	UPPER JADAA STREET	PLAN - PART -3	AS SHOWN
047	SD-AT-42	UPPER JADAA STREET	PLAN - PART -4	1/100/2000
048	SD-AT-43	UPPER JADAA STREET	SECTION E-H	1/100
049	SD-AT-44	UPPER JADAA STREET	SECTION A-D	1/100

DRAWING LIST

APPENDIX F

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE		SCALE
050	SD-AT-45	LOWER EAST JADAA STREET	EXISTING SITUATION	1/200
051	SD-AT-46	LOWER EAST JADAA STREET	PLAN	1/100/2000
052	SD-AT-47	LOWER EAST JADAA STREET	SECTION A-C	1/100
053	SD-AT-48	LOWER WEST JADAA STREET	EXISTING SITUATION	1/200
054	SD-AT-49	LOWER WEST JADAA STREET	PLAN	1/100
055	SD-AT-50	LOWER WEST JADAA STEET	SECTION A-D	1/100
056	SD-AT-51	HAMMAM STREET	EXISTING SITUATION & DOWN TO SLOPES	1/200
057	SD-AT-52	HAMMAM STREET	PLAN -PART -1	1/100
058	SD-AT-53	HAMMAM STREET	PLAN -PART -2	1/100
059	SD-AT-54	HAMMAM STREET	SECTION A-C	1/100
LOOKOUTS:				
060	SD-AL-01	MADRASAH LOOKOUT	EXISTING SITUATION, SITE PLAN & DOWN TO SLOPES	1/100
061	SD-AL-02	MADRASAH LOOKOUT	PLAN, SECTION AND ELEVATION	1/50/100
062	SD-AL-03	QALAA LOOKOUT	EXISTING SITUATION, SITE PLAN & DOWN TO SLOPES	1/100
063	SD-AL-04	QALAA LOOKOUT	PLAN, SECTION AND ELEVATION	1/100
064	SD-AL-05	KAMAL AL SHAER LOOKOUT	EXISTING SITUATION, SITE PLAN & DOWN TO SLOPES	1/50/100
065	SD-AL-06	KAMAL AL SHAER LOOKOUT	PLAN, SECTION AND ELEVATION	1/100
066	SD-AL-07	JADAA LOOKOUT	EXISTING SITUATION, SITE PLAN & DOWN TO SLOPES	1/100
067	SD-AL-08	JADAA LOOKOUT	PLAN, SECTION AND ELEVATIONS	1/100
PLAZAS:				
068	SD-AP-01	AIN PLAZA	EXISTING SITUATION, DOWN TO SLOPES & DETAILS	AS SHOWN
069	SD-AP-02	AIN PLAZA	GENERAL PLAN	1/150
070	SD-AP-03	AIN PLAZA	TILING PLAN	1/150
071	SD-AP-04	AIN PLAZA	SECTIONS & DETAILS	AS SHOWN
072	SD-AP-05	BALADIEH PLAZA	GENERAL PLAN - PART-1	1/200

DRAWING LIST

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE		SCALE
073	SD-AP-06	BALADIEH PLAZA	GENERAL PLAN - PART-2	1/100
074	SD-AP-07	BALADIEH PLAZA	GENERAL PLAN - PART-3	1/100
075	SD-AP-08	HAMMAM PLAZA	SECTIONS & DETAILS	1/20/100
076	SD-AP-09	HAMMAM PLAZA	EXISTING SITUATION & DOWN TO SLOPES	1/200
077	SD-AP-10	HAMMAM PLAZA	GENERAL PLAN	1/100
078	SD-AP-11	HAMMAM PLAZA	GENERAL PLAN - TILING	1/100
079	SD-AP-12	HAMMAM PLAZA	SECTIONS & DETAILS	1/20/100
080	SD-AP-13	MAIDAN PLAZA	EXISTING SITUATION & DOWN TO SLOPES	1/200
081	SD-AP-14	MAIDAN PLAZA	GENERAL PLAN - TILING SECTION& DETAILS	1/100
DETAILS:				
082	SD-AD-01	DETAILS - 1		1/10/50
083	SD-AD-02	DETAILS - 2		1/10
084	SD-AD-03	DETAILS - 3		1 /10 / 30
085	SD-AD-04	DETAILS - 4		AS SHOWN
086	SD-AD-05	DETAILS - 5		1/20
087	SD-AD-06	DETAILS - 6		1/ 10 /20
088	SD-AD-07	DETAILS - 7		1/ 10 /20
089	SD-AD-08	DETAILS - 8		1/ 10 /20

DRAWING LIST

Structural Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
090	SD-SL-01	GENERAL NOTES	AS SHOWN
091	SD-SL-02	TRAILS MISCELLANEOUS R.C. DETAILS	AS SHOWN
092	SD-SL-03	MADRASAH LOOKOUT R.C. DETAILS	AS SHOWN
093	SD-SL-04	AL SHAER LOOKOUT R.C.DETAILS	AS SHOWN
094	SD-SL-05	JADDA LOKOUT R.C.DETAILS	AS SHOWN

DRAWING LIST

Mechanical Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
TOURIST TRAILS :			
095	SD-MG-01	General Notes & Legend	NS
LOOKOUTS:			
096	SD-ML-01	Madrasah Lookout Drainage System	1/100
097	SD-ML-02	Qalaa Lookout Drainage System & Water System	1/100
098	SD-ML-03	Jadaa Lookout Drainage System	1/100
099	SD-ML-04	Madrasah Lookout Water System	1/100
100	SD-ML-05	Jadaa Lookout Rain Water System & Water System	1/100
101	SD-ML-06	Kamal Al Shaer Lookout Water System	1/100
PLAZAS:			
102	SD-MP-01	Hammam Plaza Water System	1/100
103	SD-MP-02	Baldeah Plaza Water System	1/100
104	SD-MP-03	Ain Plaza Water System	1/150
TOURIST TRAILS :			
105	SD-MD-01	DETAILS -1 (1)	NS
106	SD-MD-02	DETAILS -1 (2)	NS

DRAWING LIST

APPENDIX F

Electrical Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
107	SD-EG-01	ELECTRICAL LEGEND & DETAILS	NS
TOURIST TRAILS:			
108	SD-ET-01	HADDADIN STAIRWAY - 3/B LIGHTING LAYOUT	1/100
109	SD-ET-02	HADDADIN STAIRWAY - 3/A LIGHTING LAYOUT	1/100
110	SD-ET-03	HADDADIN STAIRWAY - 1 LIGHTING LAYOUT	1/100
111	SD-ET-04	HADDADIN STAIRWAY - 2 LIGHTING LAYOUT	1/100
112	SD-ET-05	ESKAFIEH STAIRWAY LIGHTING LAYOUT	1/100
113	SD-ET-06	EAST JADAA STAIRWAY LIGHTING LAYOUT -1	1/100
114	SD-ET-07	WEST JADAA STAIRWAY LIGHTING LAYOUT -1	1/100
115	SD-ET-08	QALAA STAIRWAY -3 LIGHTING LAYOUT	1/100
116	SD-ET-09	QALAA STAIRWAY -2 LIGHTING LAYOUT	1/100
117	SD-ET-10	QALAA STAIRWAY -1 LIGHTING LAYOUT	1/100
118	SD-ET-11	RUMMANAT STAIRWAY LIGHTING LAYOUT -1	1/100
119	SD-ET-12	RUMMANAT STAIRWAY LIGHTING LAYOUT -2	1/100
LOOKOUTS:			
120	SD-EL-01	JADAA LOOKOUT LIGHTING LAYOUT	1/100
121	SD-EL-02	QALAA LOOKOUT LIGHTING LAYOUT	1/100
122	SD-EL-03	MADRASAH LOOKOUT LIGHTING LAYOUT	1/100
123	SD-EL-04	KAMAL AL SHAER LOOKOUT LIGHTING LAYOUT	1/100
PLAZAS:			
124	SD-EP-01	AIN PLAZA LIGHTING LAYOUT	1/100
125	SD-EP-02	BALADIEH PLAZA LIGHTING LAYOUT	1/100
126	SD-EP-03	HAMMAM PLAZA LIGHTING LAYOUT	1/100
127	SD-EP-04	MAIDAN PLAZA LIGHTING LAYOUT	1/100

DRAWING LIST

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
INTRODUCTORY SHEETS			
128	HHM.A-001	Cover Sheet	NS
129	HHM.A-002	List of Drawings	NS
130	HHM.A-003	Location Map	NS
131	HHM.A-004	Finishing Schedules	NS
132	HHM.A-005	Doors and Opening Schedules	NS
133	HHM.A-006	Area Calculation & General Notes Regarding Windows Restoration	NS
EXISTING CONDITION			
134	HHM.A-101	Site Plan	1/100
135	HHM.A-102	Ground Floor Plan	1/100
136	HHM.A-103	First Floor Plan	1/100
137	HHM.A-104	Second Floor Plan	1/100
138	HHM.A-105	Elevation: North	1/100
139	HHM.A-106	Elevation: West	1/100
140	HHM.A-107	Elevation: South	1/100
141	HHM.A-108	Elevation: East	1/100
142	HHM.A-109	Section I	1/100
143	HHM.A-110	Section II	1/100
PROPOSED CONDITION			
144	HHM.A-201	Site Plan	1/100
145	HHM.A-202	Ground Floor Plan	1/100
146	HHM.A-203	First Floor Plan	1/100
147	HHM.A-204	Second Floor Plan	1/100
148	HHM.A-205	Elevation: North	1/100

DRAWING LIST

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
149	HHM.A-206	Elevation: West	1/100
150	HHM.A-207	Elevation: South	1/100
151	HHM.A-208	Elevation: East	1/100
152	HHM.A-209	Section I	1/100
153	HHM.A-210	Section II	1/100
DETAILS AND ENLARGEMENT OF INTERIORS			
154	HHM.A-301	Plans & Sections G15 + G14	1/50
155	HHM.A-302	Plans & Sections G17 + G16	1/50
156	HHM.A-303	Plans & Sections G18 + G19	1/50
157	HHM.A-304	Plans & Sections G7 + G13	1/50
158	HHM.A-305	Plans & Sections G12	1/50
159	HHM.A-306	Plans & Sections F10 + F15	1/50
160	HHM.A-307	Plans & Sections F13 + F14	1/50
161	HHM.A-308	Plans & Sections F19 + F20	1/50
162	HHM.A-309	Plans & Sections F11 + F12 + F6	1/50
163	HHM.A-310	Plans & Sections F16 + F5 + F2	1/50
164	HHM.A-311	Plans & Sections F1 + F4	1/50
165	HHM.A-312	Plans & Sections F3 + F 7	1/50
166	HHM.A-313	Plans & Sections F17 + F21 + F22 + F23	1/50
167	HHM.A-314	Plans & Sections F18	1/50
168	HHM.A-315	Plans & Sections S10 + S11 + S14	1/50
169	HHM.A-316	Plans & Sections S8 + S9 + S16	1/50
170	HHM.A-317	Plans & Sections S2 + S3	1/50
171	HHM.A-318	Plans & Sections S1 + S4	1/50
172	HHM.A-319	Plans & Sections S5 + S6 + S7	1/50

DRAWING LIST

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
173	HHM.A-320	Plans & Sections S12 + S13	1/50
174	HHM.A-321	Plans & Sections S17 + S15	1/50
175	HHM.A-322	Plans & Sections S23 + S24	1/50
176	HHM.A-323	Plans & Sections S18 + S19	1/50
177	HHM.A-324	Plans & Sections S20 + S21 + S22	1/50
DETAILS (ARCHITECTURAL, BUILDING FURNITURE & EXHIBITION ITEMS)			
178	HHM.A-401	Architectural Details	As Shown
179	HHM.A-402	Architectural Details	1/20
180	HHM.A-403	Architectural Details	1/50
181	HHM.A-404	Architectural Details	As Shown
182	HHM.A-405	Architectural Details	1/20
183	HHM.A-406	Architectural Details	1/20
184	HHM.A-407	Architectural Details	1/20
185	HHM.A-501	Building Furniture Details	1/20
186	HHM.A-502	Building Furniture Details	As Shown
187	HHM.A-503	Building Furniture Details	1/20
188	HHM.A-505	Building Furniture Details	1/20
189	HHM.A-506	Building Furniture Details	1/20
190	HHM.A-507	Building Furniture Details	1/20
191	HHM.A-508	Building Furniture Details	1/20
192	HHM.A-509	Building Furniture Details	1/20
193	HHM.A-511	Building Furniture Details	1/10
194	HHM.A-512	Building Furniture Details	1/20
195	HHM.A-601	Exhibition Item Details	1/20
196	HHM.A-602	Exhibition Item Details	1/20

DRAWING LIST

Architecture Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
197	HHM.A-603	Exhibition Item Details	1/20
198	HHM.A-604	Exhibition Item Details	1/20
199	HHM.A-605	Exhibition Item Details	As Shown
200	HHM.A-606	Exhibition Item Details	As Shown
201	HHM.A-607	Exhibition Item Details	As Shown
202	HHM.A-608	Exhibition Item Details	As Shown
203	HHM.A-609	Exhibition Item Details	1/50
204	HHM.A-610	Exhibition Item Details	1/20
205	HHM.A-611	Exhibition Item Details	As Shown
206	HHM.A-612	Exhibition Item Details	1/20
207	HHM.A-613	Exhibition Item Details	1/20
208	HHM.A-614	Exhibition Item Details	1/20
209	HHM.A-615	Exhibition Item Details	As Shown
210	HHM.A-616	Exhibition Item Details	1/25
211	HHM.A-617	Standard Exhibition Details	NS
212	HHM.A-618	Standard Exhibition Details	NS
213	HHM.A-619	Standard Exhibition Details	NS
214	HHM.A-620	Standard Exhibition Details	1/25
215	HHM.A-621	Standard Exhibition Details	1/25
216	HHM.A-622	Standard Exhibition Details	1/25
217	HHM.A-623	Standard Exhibition Details	1/25
218	HHM.A-624	Standard Exhibition Details	NS
219	HHM.A-625	Standard Exhibition Details	NS
220	HHM.A-626	Standard Exhibition Details	NS
221	HHM.A-627	Standard Exhibition Details	NS

DRAWING LIST

Structural Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
222	HHM.SD-001	General Notes	NS
223	HHM.SD-002	Elevator R.C. Details	1/50
224	HHM.SD-003	Site Plan R.C. Details	As Shown

DRAWING LIST

Electrical Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
225	HHM.EL-001	Electrical Legend & Details	NS
226	HHM.EL-002	Site Plan Lighting Layout	1/100
227	HHM.EL-003	Ground Floor Lighting Layout	1/100
228	HHM.EL-004	First Floor Lighting Layout	1/100
229	HHM.EL-005	Second Floor Lighting Layout	1/100
230	HHM.EL-006	Ground Floor Power Layout	1/100
231	HHM.EL-007	First Floor Power Layout	1/100
232	HHM.EL-008	Second Floor Power Layout	1/100
233	HHM.EL-009	First Floor Skirting Trucking Layout & Circuit Routing Details	1/100
234	HHM.EL-010	Second Floor Skirting Trucking Layout & Circuit Routing Details	1/100
235	HHM.EL-011	Ground Floor TEL. Layout	1/100
236	HHM.EL-012	First Floor TEL. Layout	1/100
237	HHM.EL-013	Second Floor TEL. Layout	1/100
238	HHM.EL-014	Ground Floor Fire Alarm Layout	1/100
239	HHM.EL-015	First Floor Fire Alarm Layout	1/100
240	HHM.EL-016	Second Floor Fire Alarm Layout	1/100
241	HHM.EL-017	DBS Load Schedules -1	NS
242	HHM.EL-018	DBS Load Schedules -2	NS
243	HHM.EL-019	DBS Load Schedules -3	NS
244	HHM.EL-020	Main Power Riser Diagram	NS
245	HHM.EL-021	TEL. & Fire Alarm Riser Diagram	NS

DRAWING LIST

Mechanical Drawings

NO.	DRAWING NO.	DRAWING TITLE	SCALE
246	HHM-M-0	General Notes & Legend	NS
247	HHM-M-1	Ground Floor Drainage Layout	1/100
248	HHM-M-2	First Floor Drainage Layout	1/100
249	HHM-M-3	Second Floor Drainage Layout	1/100
250	HHM-M-4	Ground Floor Cold & Hot Water	1/100
251	HHM-M-5	First Floor Cold & Hot Water	1/100
252	HHM-M-6	Second Floor Cold & Hot Water	1/100
253	HHM-M-7	First Floor Air Conditioning	1/100
254	HHM-M-8	Second Floor Air Conditioning	1/100
255	HHM-M-9	Roof Plan	1/100
256	HHM-M-10	Site Plan	1/100
257	HHM-M-11	Mechanical Detail	NS
258	HHM-M-12	Mechanical Detail	NS

APPENDIX G

GENERAL CONSTRUCTION SCHEDULE

APPENDIX H

TEMPORARY SITE LOCATION

Tourism Sector Development Project
in the Hashemite Kingdom of Jordan

The Government of
the Hashemite Kingdom of Jordan
The Ministry of Tourism and Antiquities
The Ministry of Planning

Sub-Project:
Historic Old Salt Development

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

The copyright of this drawing rests with JICA.
ALL MEASUREMENTS ARE IN CENTIMETERS.
DO NOT SCALE FROM DRAWINGS.

Designed by:
Japan International Cooperation
Agency (JICA)
JICA Study Team:
Joint Venture of
Pacific Consultants International and
Yamasita Sekkei Inc.
Subcontracted Local Consultant:
TIBAH Consultants
Architects, Engineers

Drawing No.:
SD-AG-04

Scale:
1:750

Drawing Title:
Tourist Trails
Master Plan For Salt-Proposed

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

TO MADRASAH

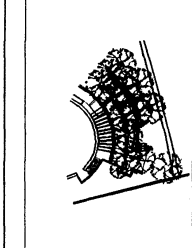
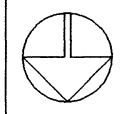
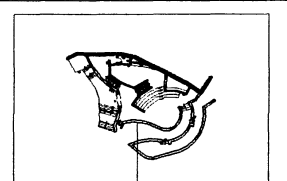
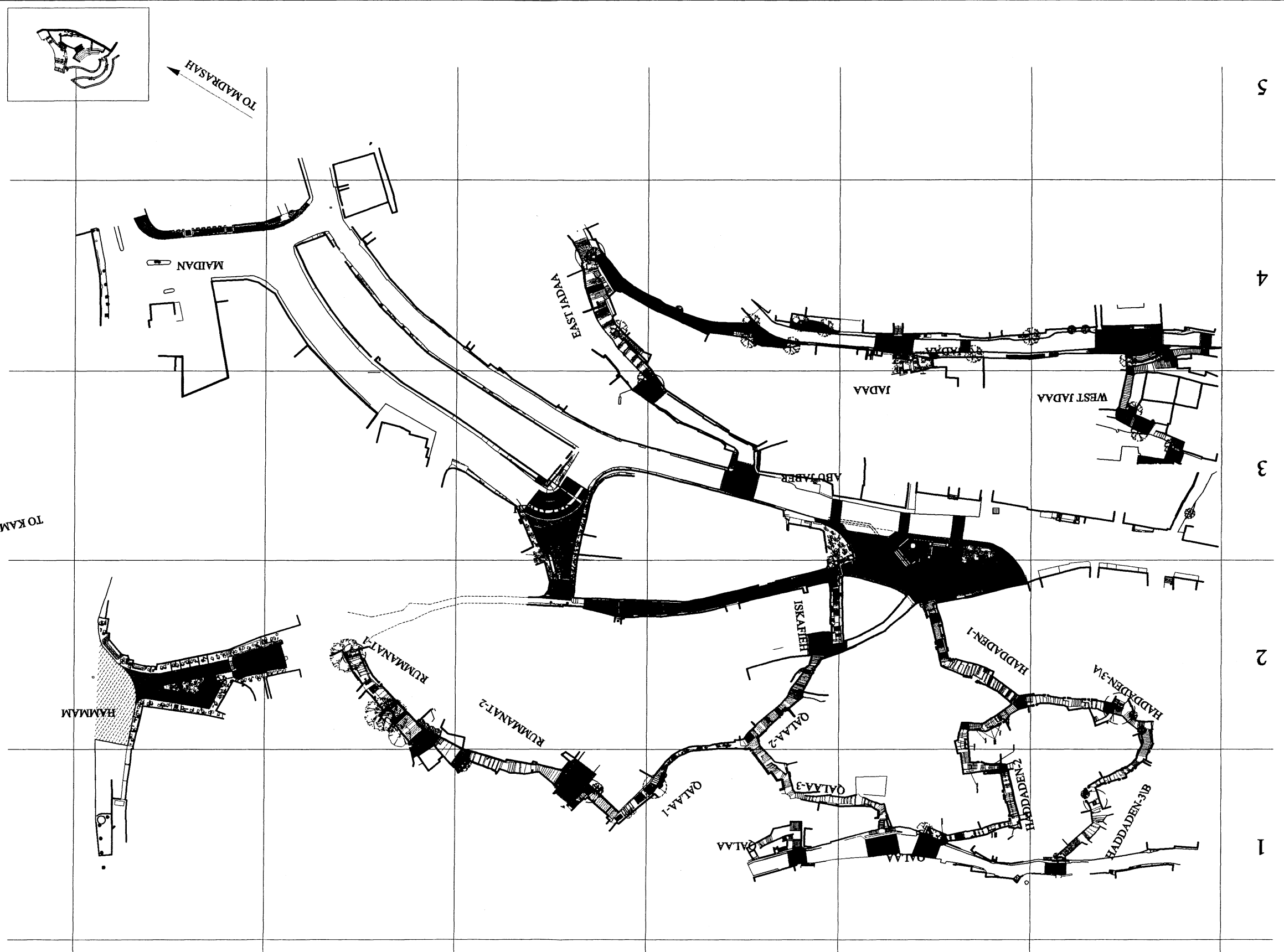
TO KAMAL AL SHAHR

TO MADRASAH

TO KAMAL AL SHAHR

F E D C B A

1 2 3 4 5



APPENDIX I

QUERY FORM

QUERY FORM

APPENDIX I

Query No.: _____

Date: _____

Name of Document	Page No.	Clause or Section No.	Question

** Use additional page if required.

(Signature and name of authorized representative of Tenderer)

(Name of Tenderer)

APPENDIX J

TENDER ACKNOWLEDGEMENT

TENDER ACKNOWLEDGEMENT

1. This is to certify that we, _____ (name of Tender), have received all Tender Documents for the Historic Old Salt 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.

Signature of Tenderer : _____

Name of Tenderer : _____

Date 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 HISTORIC OLD SALT 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.

ENCLOSURE NO. 1

POWER OF ATTORNEY

Name : _____

Position : _____

Name of Company: _____

Business Address : _____

Telephone : _____

Facsimile : _____

I, the undersigned, hereby declare that we : _____ give authorization to the above mentioned person who is empowered by us to communicate with the MPWH/Engineer or other such authorized Party insofar as the “ Instruction to Tenderers” so permit during the Tendering period.

Date prepared : _____

Name of Tenderer : _____

Signature of Tenderer : _____

Official Stamp :

ENCLOSURE NO. 2

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, HISTORIC OLD SALT 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.

ENCLOSURE NO. 3

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.

ENCLOSURE NO. 4

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.

ENCLOSURE NO. 5

AFFIDAVIT OF SITE INSPECTION

1. This is to certify that I, _____(name)
on behalf of _____ (name of Tender),
declare that we have visited and inspected the Site and its surroundings and have fully satisfied
ourselves of all the requirements of the Instruction to Tenderers.

2 We have also:

- (1) Studied the Tender Documents in detail; and
- (2) informed ourselves fully and taken account into our Tender of all national and local laws, decrees, ordinances, acts, regulations and other circumstances and conditions which may affect the satisfactory completion and timely performance of the Contract and the cost to us thereof.

3. I further certify that we are satisfied with the description of the Works and the written explanation given by the MPWH and that we understand perfectly the scope of works to be executed.

Signature of Tenderer : _____

Name of Tenderer : _____

Date prepared : _____

Official Stamp :

ENCLOSURE NO. 6

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:

- (1) 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

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

ENCLOSURE NO. 7

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:

- (1) 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.

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

ENCLOSURE NO. 8

**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.

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

ENCLOSURE NO. 9


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.

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

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

ENCLOSURE NO.9

DESCRIPTION	MANUFACTURER'S NAME	YEAR OF MANUFACTURE	MODEL	QUANTITY	SIZE CAPACITY	OWNED OR LEASED	PRESENT LOCATION
							

** Use additional page if required

 (Signature and name of authorized representative of Tenderer)

 (Name of Tenderer)

ENCLOSURE NO. 10

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.


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

LIST OF MAJOR MATERIALS AND PLANT FOR THE WORKS

ENCLOSURE NO. 10

DESCRIPTION	SEC. AND CLAUSE NO. OF VOLUME-II, SPECIFICATIONS	MANUFACTURER / SUPPLIER	STANDARD / MODEL	COUNTRY OF ORIGIN
<p>A Site, Civil, Architectural Works</p> <ol style="list-style-type: none"> 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 Concrete 9. Pre-cast Concrete Pile 10. Waterstop 11. Sismic isolation pad 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 <p>B Mechanical Works</p> <ol style="list-style-type: none"> 1. Valves 2. Galvanized Steel Pipes 3. Cast Iron Pipes 4. PVC Pipes 5. Piping Accessories: joint, bend, tee etc. 6. Pumps 7. Flow meters 8. Air Conditioner 9. Ventilation Fans 		 <p>SAMPLE</p>		

ENCLOSURE NO. 10

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

 (Name and Signature of authorized represeatative)

 (Name of Tenderer)

ENCLOSURE NO. 11

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.


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 THE TENDERER' S COMPANY STAMP.

LIST OF SUB-CONTRACTORS/SUPPLIERS

ENCLOSURE NO. 11

TARA OR MATERIALS	NAME OF SUB-CONTRACTOR/ SUPPLIER	ADDRESS OF SUB-CONTRACTOR/ SUPPLIER	NAME OF SIMILAR WORKS PREVIOUSLY EXECUTED	NAME OF EMPLOYER/ EMPLOYER OF WORKS PREVIOUSLY EXECUTED	DESCRIPTION OF WORK
 <p>SAMPLE</p>					

** Use additional page if required.

(Signature and name of authorized representative of Tenderer)

(Name of Tenderer)

ENCLOSURE NO. 12

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 Taxes/duties and other all necessary charges and specify the source countries.

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

LIST OF INTENDED IMPORT MATERIALS AND PLANT

ENCLOSURE NO. 12

ITEM	DESCRIPTION	UNIT	QUANTITY	SOURCE OF COUNTRIES	MATERIAL / PLANT RATE (FOB)	AMOUNT (FOB)	DUTIES	OTHER CHARGE	TOTAL
									

** Use additional page if required.

 (Signature and name of authorized representative of Tenderer)

 (Name of Tenderer)

ENCLOSURE NO. 13

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.

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

BREAKDOWN OF MAJOR RATES

ENCLOSURE NO. 13

ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL/EQUIPMENT		LABOR		Total (JD)
				RATE	AMOUNT	RATE	AMOUNT	
A	SITE, CIVIL							
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
B	MECHANICAL WORKS							
B-1	Plumbing Works							
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
B-2	Air-conditioning and Ventilation Works							
1								
2								
3								
4								
5								
6								
7								



 (Name and signature of authorized representative of Tenderer)

 (Name of Tenderer)

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.

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

FORM OF TENDER

OF

HISTORIC OLD SALT 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 HISTORIC OLD SALT DEVELOPMENT SUB-PROJECT TOURISM SECTOR DEVELOPMENT PROJECT

1. 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 Eighteen (18) 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:
 - No. _____, dated _____, _____, 2,000
 - No. _____, dated _____, _____, 2,000
 - No. _____, dated _____, _____, 2,000
 - No. _____, dated _____, _____, 2,000
 - No. _____, dated _____, _____, 2,000
 - No. _____, dated _____, _____, 2,000
 - No. _____, dated _____, _____, 2,000
 - No. _____, dated _____, _____, 2,000

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

Date this _____ day of _____, 2000

Signed _____
(Printed Name)

Designation _____

Duly authorized to sign
For and on behalf of _____

(Witness)

(Witness)

(Witness)

(Witness)