



The Hashemite Kingdom of Jordan  
Ministry of Water & Irrigation  
Water Authority of Jordan

Local Area Network Rehabilitation (Passive and Active)  
Request for Proposal (RFP)

Tender Number:

2/SUPPLY-USAID/2024

Amman - Jordan



## Abbreviation List & Definitions

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

ACRONYM	DESCRIPTION
BEC	Bid Evaluation Committee
Bid or offer	Eligible Bidder(s) complete proposal or any part of it
Bidding Documents	The bidding documents include: <ul style="list-style-type: none"> <li>• Invitation to Bid Letter</li> <li>• Jordanian Government Procurement Laws and Regulation</li> <li>• WAJ Procurements Terms and Conditions</li> <li>• This RFP</li> <li>• Any issued addenda</li> <li>• Bidder's responses to questions and inquiries</li> </ul>
Clarification Process	The clarification process starts from the time of receiving the eligible bidder(s) bid until the contract is dually signed by WAJ
Working Hours	Sun to Thu from 8:00 am to 4:00 pm
EB	Eligible Bidder
Final System Acceptance	Final System Acceptance is completed when: <ul style="list-style-type: none"> <li>• Provisional System Acceptance Certificate has been issued by WAJ</li> <li>• Successful completion of WAJ's quality assurance process and test period of at least six (6) months</li> </ul>
ICTD	Information Communication and Technology Department
JVA	Jordan Valley Authority
Key/End User	Solution Users
MWI	Ministry of Water and Irrigation
Project Team	WAJ Key Users and Project Manager
Provisional System Acceptance	Provisional System Acceptance is completed when: <ul style="list-style-type: none"> <li>• Successful completion of Acceptance Test by WAJ</li> </ul>
Regional	The term regional or region refers to the Middle East and Arabian Gulf Regions.
Solution and/or System	Shall refer to the IT network Infrastructure solution in total including software and hardware.
Technically Qualified Bidder	Achieved minimum qualifying rate of 85% out of 65% in technical proposal



ACRONYM	DESCRIPTION
USAID	United States Agency for International Development
WAJ	Water Authority of Jordan
WB	Winning Bidder
Winning Bidder	<p>The winning bidder is a bidder who/whose:</p> <ul style="list-style-type: none"> <li>• Bid has been accepted and evaluated</li> <li>• Bid was responsive and complete</li> <li>• Technically qualified bidder</li> <li>• Scored the highest total score (technical + financial)</li> <li>• Received Award and Notice and Successfully sign the contract</li> </ul>



## Invitation to Bid

The Water Authority of Jordan invites sealed bids from eligible bidders for “**Local Area Network Rehabilitation (Passive and Active)**” (hereinafter called "Project") (Tender Number: 2/supply-USAID/2024) and as detailed below:

1. This Bid is open to service solutions provider firm(s), individual and/or associated with specialized firm(s) in design, supply, and implementation and training. The Bidder shall have proven experience in the RFP domain and fully comply with this RFP.
2. The nationality of the Bidder shall be according to USAID geographical code #937 (The United States, the recipient country, and developing countries other than advanced developing countries, but excluding any countries that is prohibited source).
3. All firms shall fully comply to the bidder eligibility requirements listed in this RFP.
4. Qualification and Responsiveness Requirements:
  - Company Registration
  - Professional license
5. A complete set of bidding documents can be purchased by an authorized representative at the address noted below starting from (22.12.2024) for the non-refundable fee of (250) JDs per set. The method of payment will be (cash). The last day for purchasing the tender documents is (at 12:00pm on 8.1.2025)  
Water Authority of Jordan (WAJ)  
Tenders and Procurement Department/6<sup>th</sup> floor  
34 King Hussein Street, Shemisani  
Amman – 11183, Jordan.  
Tel: +962 6 568 3100
6. Any questions related to the tender documents shall be sent to Mutasem\_AIDerbashi@mwi.gov.jo via email or to the above-mentioned address no later than (15.1.2025). Tenderers are obliged to follow up the issuance of any addenda to the tender documents or answers to inquiries issued by WAJ official e-mailed letter or / and fax.
7. Deadline for submission of tenders will be at 12:00 pm dated on (10.2.2025) only by hand at the above-mentioned address. Technical proposals will be opened at the same day.
8. WAJ has the right to cancel and/or modify the tendering process without bearing any financial or legal obligations.
9. WAJ reserves the right to accept or reject any offer, rented or cancel the procurement process at any time, without thereby incurring any liability to Bidders.
10. All bids shall be signed and stamped by an authorized representative of the Bidder.
11. All bids must be accompanied by a Bid Security amount (20000) JOD in compliance with clause 1.18 Bid Security.
12. The Technical proposal and the Financial Proposal are to be submitted simultaneously in two separate envelopes (two-envelope procedure). The Bid Security shall be in the Technical Envelope.
13. Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by WAJ as non-responsive.



14. Technical proposals are unpriced bids and shall contain no prices or price schedules or other reference to rates and prices for completing the facilities. Technical proposals containing such price information will be rejected.
15. In the first public session, only the Bidders' Technical proposals will be opened. Financial Proposals of qualified Bidders will be opened at the second public session
16. The awarded Bidder shall bear the costs of the advertisement in the gazette
17. WAJ will not be responsible for lost and /or undelivered documents sent by mail, Fax or similar means.
18. All information provided/submitted by the tenderers shall be correct, accurate, and duly certified.
19. Failing to fully comply with terms, conditions and requirements of this RFP shall form sufficient grounds for immediately rejecting the bidder's proposal without any legal or financial liability on WAJ.
20. Providing inaccurate, partial, misleading and incomplete information in the bidder's proposal shall form sufficient grounds for canceling the bidder's proposal without any legal or financial liabilities on WAJ



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## Section - 1. Instruction to Bidders

This section provides instruction to bidders on the RFP contents, how to respond, how to raise inquiries and general/bidding instruction with a clear schedule of events.

### 1.1. Introduction

WAJ has a signed agreement with USAID to reduce Non-Revenue Water which demands a modern IT infrastructure to handle huge amount of data as a result of implementing several projects including but not limited the smart metering project and others. The transformation will result in a requirement for efficient, redundant, highly secure and modern IT infrastructure to handle data traffic and ensure that data is securely and timely transferred to dedicated systems

The project represents an integral part of WAJ business objectives and future plans. The project includes supply, installation and successful delivery of modern, secure, reliable, redundant and efficient local area network Infrastructure Solution, in addition to the implementation of the proposed solution, maintenance and the training of WAJ staff.

WAJ is issuing this RFP for the purpose of selecting a qualified bidder to provide a solution that would include hardware, software, licenses, installation, customization, training, maintenance, upgrades, and related services to achieve the project's objectives.

Solution providers shall recommend their proposed design/solution with the following key factors in mind:

- 1- Solution uses latest technology standards, releases and design
- 2- The proposed design shall be accompanied by clear TCO and ROI financial models
- 3- Deliver clear, realistic and measurable Service Level Agreements (SLAs) and KPIs
- 4- Engage resources with proper, well-proven and professional expertise in delivering similar solutions
- 5- Ensures that the proposed solution is secure, high-available, and redundant and does not have any hidden or implied assumption or technical limitation. Any assumption or technical limitation shall be clearly marked, elsewhere it will be assumed at zero cost and the winning bidder shall be responsible for delivering any missing or assumed component.
- 6- The proposed solution shall be able to address the needs of post-warranty requirements without the need for WAJ to invest in solution re-implementation, acquisition of new technologies, major upgrades and technology implementation projects.
- 7- Fully Comply with the RFP terms.
- 8- Comply with USAID Code 937 (the United States, the recipient country, and developing countries. other than advanced developing countries, but excluding any country that is a prohibited source)
- 9- All proposed electrical appliances shall operate at local voltage rate of 220 Volt/50Hz
- 10- Solution installation shall be performed according to manufacturer specifications, methodology and recommendations. Therefore, all eligible bidders shall submit a solution that has been approved and officially endorsed by the solution manufacturer. Such certificate shall be provided as part of the Eligible Bidder proposal. WAJ reserves the right to contact the solution manufacturer for any verification or clarification and accordingly, the eligible bidder solution shall provide contact details for such process.

Invitation is open to all United States, local (Jordan), and regional (Middle East and Arabian Gulf) solution providers provided that fully comply with the requirements of this RFP.



By submitting their proposal, eligible bidder(s) shall agree to the terms and conditions of this RFP and shall not assume any exceptions or deviation unless WAJ issues an official addendum. It shall be considered that any failure to include the required response format or fully comply to the RFP terms and conditions shall provide sufficient ground for an immediate disqualification of the eligible bidder's proposal, the adherence and full conformity to the terms and conditions of this RFP shall be binding and in effect.

This document provides bidders with necessary specifications and information to submit their qualifications.

Words importing the singular also include the plural and vice-versa where the context requires.

## 1.2. Source of Funds

1. The project will be funded by a grant from the USAID through FARA agreement between USAID and WAJ

## 1.3. Corrupt and Fraudulent Practices

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

## 1.4. Eligibility of Bidders

This Request for Proposal is open to United States, local Jordanian, and regional solution providers with local representation in Jordan which have qualified and certified staff to provide onsite all tools, equipment, services provided that:

- Bidder should not have been engaged by WAJ or any of its utilities to provide consulting services for the preparation of the design, specifications and development of this RFP.
- Bidder do not engage in transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the solution provider to ensure compliance with Jordanian and WAJ's procurement laws.
- Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices by either the Jordanian Government or the government where the solution provider is established, currently operating or has been operating.
- Bidder shall not have any open litigation, court cases or legal dispute with Jordanian Government, WAJ, MWI utilities or the government where the solution provider is established, currently operating or has been operating in that may result in company solvency or as a result of poor performance or as a result of non-compliance to legal laws or to international standards.



- The Bid shall be submitted using the Letter of Tender included in this RFP, the Bidder shall fill in the forms, the Bill of Quantities and rates, any other schedules or addenda and shall sign the RFP in the specified places.

#### 1.4.1. General Requirements for all International & Regional Eligible Solution Providers

- Refer to 4.1 Eligibility Compliance Requirements – for compliance requirements.

#### 1.4.2. General Requirements for all local (Jordan) eligible solution providers

- Refer to 4.2 Eligibility Compliance Requirements – for compliance requirements.

### 1.5. Eligible Materials, Equipment, and Services

1. The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in RFP, and all expenditures under the Contract will not contravene such restrictions. At WAJ's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
2. The materials, plant or equipment, other supplies, and services to be supplied under the Contract, shall comply with the authorized USAID Principal Geographic Code for the procurement of goods and services, Code 937 (the United States, the recipient country, and developing countries other than advanced developing countries).
3. All supplied materials and equipment shall comply with USAID branding and marking guidelines.
4. The transportation of any shipment by ocean or air and related delivery services are required to be transported by privately-owned United State vessel or air charter. Otherwise, prior approval is required in writing from USAID through WAJ.
5. Complying with Materials, Equipment and Services eligibility requirements is mandatory, failure to comply with such requirements shall result in immediate disqualification of the bidder's proposal and later the contract if signed with the bidder. It is also important to comply with such requirements during project execution as and at any point in time, failure to fully comply with such requirements shall result in contract cancelling and the return of all payments made to winning bidder by WAJ.
6. WAJ emphasizes on procuring products of quality and reputable origins. Therefore, all eligible solution providers must submit country of origin certificates for all delivered items. In case otherwise, all eligible solution providers shall clearly describe the origin, country of assembly and all related information related to all solution components in addition to all quality and recognition certificates. Lack of clarity on the source and origin of any component shall constitute as sufficient ground for disqualifying any eligible solution provider.



7. All eligible bidders shall provide compliance to international certificate for all proposed solution components. Lack of such certificates shall constitute sufficient ground for disqualification of the bidder's proposal(s).
8. Eligible solution providers are requested to comply with the enclosed RFP and Government of Jordan, WAJ regulations, supply all necessary catalogues, and any other additional information that may help in the evaluation process

## 1.6. Schedule of Events

Schedule of events is based on Jordan local time zone (currently GMT+3)

Event	Deadline		Party In Charge
	Date	Time	
1. Issue RFP by WAJ	22/12/2024 23/12/2024		WAJ
2. Last Date to Purchase this RFP	8/1/2025	12:00	WAJ
3. Last date to submit Inquiries	15/1/2025	14:00	Bidders
4. Submit Bid / Bid Opening	10/2/2025	12:00	Bidders

- All bidders shall clearly note that upon the end of event "Last date to submit inquiries" they can NOT make any requests for additional information, more inquiries, site visit(s), meetings....etc

## 1.7. Inquiries

### 1.7.1. General

1. Unless obtained directly from WAJ, WAJ is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, minutes of the pre-bid meeting (if any), or Addenda in accordance with "Amendment of Bidding Documents" clause in this RFP. In case of any contradiction, documents obtained directly from WAJ shall prevail.
2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

### 1.7.2. Inquiries and Clarification of Bidding Documents

1. A Bidder requiring any clarification of the Bidding Documents shall contact WAJ in writing/email at WAJ's address specified in this clause or raise its enquiries during the pre-bid meeting if provided for in accordance with RFP instructions. All inquiries shall be emailed to the address that follow



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Water Authority of Jordan – WAJ

Tendering Department

Eng. Mutasem Al Derbashi

E-Mail address: Mutasem\_AIDerbashi@mwi.gov.jo

Email's Subject Line: MWI LAN Rehabilitation RFP Inquiries

Fax: not applicable (only by e-mail)

2. All inquiries are to be submitted in writing and in English. No verbal queries shall be permitted.
3. All procedural, preparation or submission of proposals shall be addressed to the address shown in previously mentioned contact details. Technical and financial proposals shall be submitted in separate, sealed envelopes, as per the instructions in preparation and submission of proposals.
4. During the procurement, including any period of evaluation, Bidders shall contact only WAJ Procurement Department. Unauthorized contact with other parties whether an employee of MWI/WAJ/JVA/water utilities or other resources involved in the preparation, evaluation of the RFP shall result in immediate bidder disqualification.
5. Only written communications issued by WAJ are binding.
6. WAJ will respond in writing to any request for clarification, provided that such request is received no later than the number of days as specified in the Schedule of Events prior to the deadline for submission of Bids.
7. WAJ shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with this RFP instructions, including a description of the inquiry but without identifying its source.
8. Should WAJ deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under 1.21 - Deadline for Submission of Bids and 1.8 - Amendment of Bidding Documents
9. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the invitation to Bid. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
10. The Bidder is requested, as far as possible, to submit any questions in writing, to reach WAJ not later than one week before the meeting.
11. If conducted, Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding



Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by WAJ exclusively through the issue of an Official Addendum issued by WAJ and not through the minutes of the pre-bid meeting.

12. Unless otherwise specified in this RFP nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder and will not be taken into consideration during the review of its Bid.

## 1.8. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of Bids, WAJ may amend the Bidding Documents by issuing an Addendum. If the amendment is made after bid submission, WAJ may request the Bidder to modify its proposal and resubmit if needed.
2. Any Addendum issued shall be part of the Bidding Documents and shall be communicated in writing and/or email to all who have obtained the Bidding Documents from WAJ in accordance with 1.7.1 - General. WAJ shall also promptly publish the Addendum on WAJ's web page in accordance with 1.7.2- Inquiries and Clarification of Bidding Documents
3. To give Bidders reasonable time in which to take an Addendum into account in preparing their Bids, WAJ may, at its discretion, extend the deadline for the submission of Bids in accordance with 1.21- Deadline for Submission of Bids

## 1.9. Preparation of Bids

### 1.9.1.1. Cost of Bidding

1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and WAJ shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 1.9.1.2. Language of Bid

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

## 1.10. Documents Comprising the Bid

1. The Bid shall comprise of Two sealed envelope marked as
  - a. Envelope No. 1 "Technical Proposal" One original + Three Copies + one soft copy (searchable, scanned images not allowed), and
  - b. Envelope No.2 "Financial Proposal" One original + Three Copies + one soft copy (searchable, scanned images not allowed),
2. Envelopes shall be marked, sealed and stamped. Marking shall be as follows:





Water Authority of Jordan - WAJ  
Shmeisani – Behind the Marriott Hotel  
P.O. Box 5012  
Amman 11181, Jordan  
Local Area Network Rehabilitation

Envelope Title: e.g. Technical Proposal

Attn: Eng. Mutasem al Derbashi  
Email: Mutasem\_AlDerbashi@mwi.gov.jo  
Tel: +962 6 5680100 / +962 6 5.683100  
Fax: +962 6 5679143  
Tender No.: 2/SUPPLY-USAID/2024  
Submission Date:  
Bidder Name and Address  
Business Confidential

3. ENVELOPE (1) – in addition to other requirements listed in this RFP, the technical proposal shall comprise of the following:
- Bid Security, in accordance with 1.18- Bid Security enclosed in a separate envelope marked 'Bid Security'
  - Bid Submission Form - 5.3- Letter of indicating the Bidder's name, address, telephone, fax and email. If the Bidder is an association, the Letter of Technical proposal shall also describe the form of association and list the association members;
  - Written confirmation authorizing the signatory of the Technical proposal and the Financial Proposal to commit the Bidder and authorizing the representative of the Bidder, designated in accordance with 1.4- Eligibility of Bidders to submit the Technical proposal and Financial Proposal on behalf of the Bidder.
  - Non-Disclosure Agreement
  - Documentary evidence in accordance with 1.4- Eligibility of Bidders, established that the Bidder is eligible to perform the Contract;
  - Documentary evidence established in accordance with 1.13 - Documents Establishing the Eligibility of the Materials, Equipment, and Services, and Services that the Materials, Equipment, and Services offered by the Bidder in its bid are eligible;
  - Documentary evidence in accordance with 1.14 - Documents Establishing the Eligibility and Qualifications of the Bidder continued eligibility and qualifications to perform the contract if its Bid is accepted;
  - Completed Bid forms in accordance with Section - 5 Bid Forms & Checklists
  - Technical Offer
  - List of Sub-Bidders in accordance with Eligibility requirements.
  - Any other document required in this RFP or any related communication required by WAJ.
  - Technical proposals are unpriced bids and shall contain no prices or price schedules or other reference to rates and prices for completing the facilities. Technical proposals containing such price information will be rejected.



4. ENVELOPE (2) - FINANCIAL PROPOSAL shall comprise of the following:
  - a. Bid Submission Form - Letter of Financial Proposal and the Bidding Forms in accordance with 1.11 - Bid Submission Forms - Letter of Technical proposal, Declaration of Undertaking, Attachments, Letter of Financial Proposal and Schedules;
  - b. Completed schedules as required, including Price Schedules, in accordance with 1.11 - Bid Submission Forms - Letter of Technical proposal, Declaration of Undertaking, Attachments, Letter of Financial Proposal and Schedules, Attachments, Letter of Financial Proposal and Schedules 1.13- Documents Establishing the Eligibility of the Materials, Equipment, and Services
  - c. Any other document required in this RFP.

### 1.11. Bid Submission Forms - Letter of Technical proposal, Declaration of Undertaking, Attachments, Letter of Financial Proposal and Schedules

1. The Letter of Technical proposal, the Declaration of Undertaking and any attachments shall be prepared using the relevant forms furnished in Section - 5 Bid Forms & Checklists. The Letter of Technical proposal and the Declaration of Undertaking must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under 1.18- Bid Security. All blank spaces shall be filled with the information requested.
2. The Letter of Financial Proposal and appropriate Price Schedules shall be prepared using the relevant forms furnished Section - 5 Bid Forms & Checklists. The Letter of Financial Proposal must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under 1.18- Bid Security. All blank spaces shall be filled with the information requested.

### 1.12. Alternative Bids

1. One alternative bid is allowed.

### 1.13. Documents Establishing the Eligibility of the Materials, Equipment, and Services

1. To establish the eligibility of the materials, equipment, and services in accordance with 1.13- Documents Establishing the Eligibility of the Materials, Equipment, and Services shall complete the country of origin declarations in the Price Schedule Forms, included Section - 5 Bid Forms & Checklists.

### 1.14. Documents Establishing the Eligibility and Qualifications of the Bidder

1. The Bidders are required to evidence they are duly eligible, qualified and experienced to perform the Contract requested by submitting the required forms and checklists included in section 4 & section 5, the criteria is a pass and fail. To qualify as eligible bidder, the bidder has to fully pass all the criteria, partial compliance will result in disqualification of the bidder and his proposal will be rejected immediately.



2. Any change in the legal structure, key experts, or formation of a Bidder after the bid submission or being qualified and eligible to bid, during the tendering procedure or after awarding, shall be subject to the written approval of WAJ. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (ii) in the opinion of WAJ, the change may result in a substantial reduction in competition; or (iii) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture (if allowed), any of its members; or (iv) as a consequence of the change, the Bidder no longer continues to be on the list of Initially Selected Bidders as a result of WAJ's re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents. Any such change should be submitted to WAJ no later than the date of submission of the bid as stated in the bid process timetable.

### 1.15. Technical Offer

1. The Bidder shall furnish a Technical Offer including the information stipulated in Section - 5 Bid Forms & Checklists, in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to WAJ's requirements and the completion time.

### 1.16. Financial Proposal Prices and Discounts

1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below. Discounts, if any, are to be clearly highlighted in the financial proposal.
2. The Bidder shall fill in rates and prices for all items of the Works described in the Financial Proposal form and shall cover all the Bidder's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the Works, as required in the 1.40- Proposal Evaluation Criteria and Section - 2- Project Description, Requirements and Scope of Work, Requirements and Scope of Work. Items against which no rate or price is entered by the Bidder will not be paid for by WAJ and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
3. The prices shall be fixed in this RFP, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract or any time extension and not subject to variation on any account. A Financial Proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
4. Bidders wishing to offer any unconditional discount shall specify in their Letter of Financial Proposal the offered discounts and the manner in which price discounts will apply.
5. This RFP shall be tax and custom exempted as per the letters No.( 56/10/6/4855 dated 4/3/2009, 56/10/6/12729 dated 22/4/2021) and as stated 1.37 Prices, Taxes and Applicable Duties



### 1.17. Period of Validity of Bids

1. Bids shall remain valid for the period of not less than 180 calendar days after the Bid submission deadline date that will be communicated and finalized by WAJ. A Bid valid for a shorter period shall be rejected by WAJ as non-responsive.
2. In exceptional circumstances, prior to the expiration of the Bid validity period, WAJ may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with 1.18- Bid Security, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in 1.17- Period of Validity of Bids.

### 1.18. Bid Security

1. The Bid Security shall be in the amount of **20000** JOD, issued by a bank located in Jordan or by a foreign bank through a correspondent bank located in Jordan and shall be acceptable to WAJ. The Bid Security shall be submitted either using the Bid Security Form included in Section 6 - Bid Forms and Checklists, or in another substantially similar format approved by WAJ prior to bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under 1.17- Period of Validity of Bids.
2. Any Bid (Technical proposal ENVELOPE (1)) not accompanied by a substantially responsive Bid Security shall be rejected by WAJ as non-responsive.
3. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to 1.30.4- Performance Security
4. The Bid Security of the unsuccessful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
5. The Bid Security may be forfeited:
  - a. If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - b. If the successful Bidder fails to:
    - I. Sign the Contract in accordance with 1.30.3- Signing of Contract; or
    - II. Furnish a Performance Security in accordance with 1.10.4 -Performance Security.

### 1.19. Format and Signing of Bid

1. The Bidder shall prepare one original of each the technical proposal and Financial Proposal comprising the documents as described in 1.10- Documents Comprising the Bid



the Bid and clearly mark them "Original." Alternative Bids, if permitted in accordance with 1.12- Alternative Bids, shall be clearly marked "Alternative." In addition, the Bidder shall submit three copies of the Technical proposal and the Financial Proposal and clearly mark them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.

2. The original and all copies of the technical proposal and the Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the RFP and shall be attached to the technical proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the technical proposal and the Financial Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Technical proposal and the Financial Proposal.
3. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the technical proposal and the Financial Proposal.

## 1.20. Submission and Opening of Bids

### 1.20.1. Sealing and Marking of Bids

1. The Technical proposal and the Financial Proposal are to be submitted simultaneously in two separate envelopes (two-envelope procedure).
  - a. TECHNICAL PROPOSAL
    - The Bidder shall enclose the original and all copies of the technical proposal in separate sealed envelopes, duly marking the envelopes as "Technical proposal - Original", and "Technical proposal - Copy."
    - These envelopes containing the original and the copies shall then be enclosed in one single envelope marked "Technical proposal - Original".
    - These envelopes containing the original and the copies shall then be enclosed in one single envelope marked "Technical proposal - Copy".
  - b. FINANCIAL PROPOSAL
    - The Bidder shall enclose the original and all copies of the Bid, including alternative Bids, if permitted in accordance with 1.12- Alternative Bids, in separate sealed envelopes, duly marking the envelopes as "Financial Proposal - Original", "Financial Proposal - Alternative" and "Financial Proposal - Copy."
    - These envelopes containing the original and the copies shall then be enclosed in one single envelope marked "Financial Proposal".
2. The inner and outer envelopes shall:
  - a. Bear the name and address of the Bidder;
  - b. Be addressed to WAJ in accordance with 1.20.1- Sealing and Marking of Bids;
  - c. Bear the specific identification of this bidding process specified in this section; and
  - d. Bear a warning not to open before the time and date for Bid opening (first public opening).
3. If all envelopes are not sealed and marked as required, WAJ will assume no responsibility for the misplacement or premature opening of the technical proposal and Financial Proposal.



4. Electronic bids are not permitted.

## 1.21. Deadline for Submission of Bids

1. Bids must be received by WAJ in accordance with the instructions, including the address and deadline, specified in the 1.10- Documents Comprising the Bid.
2. WAJ may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with 1.8- Amendment of Bidding Documents, in which case all rights and obligations of WAJ and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 1.22. Late Submissions

1. WAJ shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with 1.21- Deadline for Submission of Bids. Any Bid received by WAJ after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

## 1.23. Withdrawal, Substitution, and Modification of Bids

1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with 1.19 - Format and Signing of Bid. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
  - a. Prepared and submitted in accordance with 1.19 - Format and Signing of Bid. 1.20.1- Sealing and Marking of Bids (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution", "Modification"; and
  - b. Received by WAJ prior to the deadline prescribed for submission of Bids, in accordance with 1.21- Deadline for Submission of Bids.
2. Bids requested to be withdrawn in accordance with 1.23- Withdrawal, Substitution, and Modification of Bids, and Modification of Bids shall be returned unopened to the Bidders.
3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical proposal or any extension thereof.

## 1.24. Bid Opening

### 1.24.1. First Public Session

1. In the first public session, only the Bidders' Technical proposals will be opened. Financial Proposals of qualified Bidders will be opened at the second public session as specified in 1.7.5 - Bid Opening. Except in the cases specified in 1.22- Late Submissions and 1.23- Withdrawal, Substitution, and Modification of Bids, WAJ shall publicly open and read out in accordance with 1.24- Bid Opening, all Technical proposals received by the deadline (regardless of the number of Technical proposals received), at the date, time and place



specified in the Schedule of Events or any related addendum, in public and in the presence of Bidders` designated representatives.

2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding technical proposal and Financial Proposal shall not be opened but returned to the Bidder. No Technical proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the technical proposal opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding technical proposal and/or Financial Proposal being substituted, and the substituted technical proposal and/or Financial Proposal shall not be opened but returned to the Bidder. No Technical proposal and/or Financial Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the technical proposal opening. Envelopes marked “Modification” shall be opened and read out with the corresponding technical proposal and/or Financial Proposal. No Technical proposal and/or Financial Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the technical proposal opening. Only Technical proposals that are opened and read out at technical proposal opening shall be considered further.
3. In the first public session only the technical proposals will be opened and examined for completeness and fulfilment of the responsiveness criteria specified in 1.25.1- Determination of Responsiveness of Technical proposals. The Technical proposals will be evaluated according to the criteria specified under 1.25.2- Evaluation of Technical proposals.
4. WAJ shall prepare a record of the technical proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, nominating the Bidder’s authorized representative, and Declaration of Undertaking. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
5. WAJ shall notify all Bidders in writing of the names of those Bidders who’s technical proposals have achieved the minimum technical evaluation score. In addition, those Bidders who have been disqualified will be informed separately.
6. Those Bidders where their technical proposals have achieved the minimum technical evaluation score will be informed by WAJ of the date, time and place of the second public session for the opening of the Financial Proposals.

#### 1.24.2. Second Public Session

1. Only the Financial Proposals of those Bidders who’s technical proposals have achieved the minimum technical evaluation score will be opened in the second public session. The envelopes of those Bidders who have achieved the minimum technical evaluation score shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the technical evaluation score; the total Financial Proposal Price, per lot (contract) if applicable, including any discounts and alternative Financial Proposals; the



presence or absence of a signed Letter of Financial Proposal and any other details as WAJ may consider appropriate. Only discounts and alternative Financial Proposals read out at the Financial Proposal opening shall be considered for evaluation. The Letter of Financial Proposal and the Schedules are to be initialed by a minimum of three representatives of WAJ attending bid opening. At the Financial Proposal opening, WAJ shall neither discuss the merits of any Financial Proposal nor reject any Financial Proposal

2. WAJ shall prepare a record of the Financial Proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Financial Proposal Price, per lot (contract) if applicable, including any discounts and alternative Financial Proposals; the presence or absence of a Bid Security, signed Letter of Bid, Power of Attorney, nominating the Bidder's authorized representative, and Declaration of Undertaking. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## 1.25. Evaluation of Technical proposals

### 1.25.1. Determination of Responsiveness of Technical proposals

1. WAJ will examine the technical proposals to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or other criteria specified in the bidding document (this RFP) will be rejected by WAJ and not included for further consideration. WAJ will also carry out a preliminary examination of any alternative bids submitted by bidders.
2. WAJ may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the technical proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its technical proposal.
3. Notwithstanding 1.25.1- Determination of Responsiveness of Technical proposals, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact WAJ on any matter related to the bidding process, they should do so in writing.

### 1.25.2. Evaluation of Technical proposals

1. WAJ will carry out a detailed evaluation of the technical proposals not previously rejected in order to determine whether the technical aspects are in compliance with the Bidding Document. The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach such a determination, WAJ will examine and compare the technical proposals on the basis of the information supplied by the bidders, taking into account the following:
  - a. Overall completeness and compliance with all the requirements of this RFP;
  - b. Eligibility Requirements
  - c. Conformance to Proposal Format





d. Other relevant factors, if any.

2. The Technical proposals will be subject to evaluation by a points system in accordance with 1.25.2- Evaluation of Technical proposals and 1.26 - Evaluation and Comparison of Financial Proposals,
3. 1.40- Proposal Evaluation Criteria provides details of the technical evaluation such as technical pass / fail criteria, minimum or maximum technical performance criteria, factors for adjustment of the Financial Proposal price for over or underachievement of given technical parameters or given completion time etc.

### 1.25.3. Eligibility and Qualification of the Bidder

1. WAJ shall determine to its satisfaction whether Bidders determined as having submitted responsive and technically compliant technical proposals are eligible and continue to meet the qualification criteria specified in 1.40- Proposal Evaluation Criteria.
2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to 1.14- Documents Establishing the Eligibility and Qualifications of the Bidder, and on any additional information, which WAJ may request from the Bidder to support such evidence.
3. An affirmative determination will be a prerequisite for the opening of the Bidder's Financial Proposal by WAJ. A negative determination will result in rejection of the Bidder's Technical proposal.

### 1.25.4. Clarification of Technical proposals

1. To assist in the examination, evaluation, and comparison of the technical proposals, and qualification of the Bidders, WAJ may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by WAJ shall not be considered. WAJ's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the substance of the Bid shall be sought, offered, or permitted, except to rectify nonmaterial omissions.

### 1.25.5. Invitation to 2nd Public Session for Opening of Financial Proposals

1. In regard to all Bidders, WAJ will either:
  - a. notify the Bidder, whose technical proposal is substantially responsive, of the date, time and place of the second public session for the opening of the Financial Proposals, or
  - b. notify the Bidder that its bid has been rejected on the grounds of being substantially non-responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Document.

## 1.26. Evaluation and Comparison of Financial Proposals

### 1.26.1. Confidentiality

1. Information relating to the examination, evaluation, and comparison of the Technical and Financial Proposals, and recommendation of contract award shall not be disclosed to Bidders, or any other persons not officially concerned with the bidding process until



information on Contract award is communicated to all Bidders in accordance with 1.30.2 - Notification of Award

2. Any attempt by a Bidder to influence WAJ in the examination, evaluation, and comparison of the Technical and Financial Proposals, and qualification of the Bidders, or Contract award decisions may result in the rejection of its Bid.
3. Notwithstanding 1.26.1- Confidentiality, from the time of the Technical proposal opening to the time of Contract award, if a Bidder wishes to contact WAJ on any matter related to the bidding process, it shall do so in writing.

#### 1.26.2. Clarification of Financial Proposals

1. To assist in the examination, evaluation, and comparison of the Financial Proposals, WAJ may, at its discretion, ask any Bidder for a clarification of its Financial Proposal, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by WAJ shall not be considered. WAJ's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by WAJ in the evaluation of the Bids, in accordance with 1.26.6 - Correction of Arithmetical Errors.
2. If a Bidder does not provide clarifications of its Bid by the date and time set in WAJ's request for clarification, its Bid may be rejected.

#### 1.26.3. Deviations, Reservations, and Omissions

1. During the evaluation of Bids, the following definitions apply:
  - a. "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - c. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

#### 1.26.4. Determination of Responsiveness

1. WAJ's determination of a Financial Proposal's responsiveness is to be based on the contents of the Financial Proposal itself, as defined in 1.10 - Documents Comprising the Bid
2. A substantially responsive Financial Proposal is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
  - a. If accepted, would:
    - i. Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - ii. Limit in any substantial way, inconsistent with the Bidding Documents, WAJ's rights or the Bidder's obligations under the proposed Contract; or
  - b. If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Financial Proposals.



3. If a Financial Proposal is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by WAJ and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

#### 1.26.5. Non-material Non-conformities

1. Provided that a Financial Proposal is substantially responsive, WAJ may waive any non-conformities in the Financial Proposal that do not constitute a material deviation, reservation or omission.
2. Provided that a Financial Proposal is substantially responsive, WAJ may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Financial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Financial Proposal.
3. Provided that a Financial Proposal is substantially responsive, WAJ shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

#### 1.26.6. Correction of Arithmetical Errors

1. Provided that the Financial Proposal is substantially responsive, WAJ shall correct arithmetical errors on the following basis:
  - a. If an error is found in the tender or a contradiction between the total sum of any value and what should this total sum be by applying to the unit price. The concerned Committee has the right to amend the total sum according to the application of the unit price; therefore, the total price or the total sum of the tender shall be amended accordingly.
  - b. If the stated figure in numbers differs from that stated in words, then the words shall be considered binding and the sum shall be corrected accordingly.
  - c. If there is any error in any arithmetical operations, the sum shall be corrected and this corrected sum shall be binding to the tenderer.
  - d. If the Bidder did not quote a price to one or more than one item, the concerned committee has the right to either reject the bid or consider these not priced items as being included in the price of other items and the tenderer shall execute them (if awarded the tender) free of charge.
  - e. If the Bidder wrongly quotes a price to an item or in an exaggerated manner, the concerned committee has the right to:
    - i. Reject the bid, or
    - ii. Amend the prices with the Bidder's consent taking into consideration the current market price and the prices quoted by other Bidders (provided that the total sum of the tender remains after these amendments equal or less than the sum of the bid after the arithmetical check).
2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with 1.26.6 - Correction of Arithmetical Errors shall result in the rejection of the Financial Proposal.



#### 1.26.7. Conversion to Single Currency

1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in this RFP.
2. The Single Currency is Jordanian Dinars (JoD)

#### 1.26.8. Margin of Preference

1. Unless otherwise specified in this RFP or any of its addendums, a margin of preference for domestic Bidders shall not apply.

#### 1.26.9. Evaluation of Financial Proposals

1. WAJ shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
2. To evaluate a Financial Proposal, WAJ shall consider the following:
  - a. The Financial Proposal price, excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedules;
  - b. Price adjustment for correction of arithmetic errors in accordance with 1.26.6- Correction of Arithmetical Errors;
  - c. Price adjustment due to discounts offered in accordance with 1.16 - Financial Proposal Prices and Discounts;
  - d. Price adjustment due to quantifiable nonmaterial nonconformities in accordance with 1.26.5- Non-material Non-conformities;
  - e. Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with 1.26.7- Conversion to Single Currency;
3. If price adjustment is allowed in accordance with 1.16 - Financial Proposal Prices and Discounts, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Financial Proposal evaluation.
4. If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Financial Proposal, is specified in 1.26- Evaluation and Comparison of Financial Proposals and 1.40- Proposal Evaluation Criteria
5. If WAJ find any serious unbalanced prices in any financial offer of the bidders, it may require the bidder to produce detailed price analyses for any or all items of the financial offer, to demonstrate the internal consistency of those prices with the schedule proposed. If it turns out that the bid price is abnormally low or high<sup>1</sup>, the Financial Proposal shall be declared non-compliant and rejected. If the Bid is seriously unbalanced or front loaded in the opinion of WAJ and after evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, WAJ may require that the amount of the performance security be increased at the expense of the Bidder to a

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<sup>1</sup> Abnormal prices are defined as prices that deviate by more than 35% of the average bids prices collectively. Deviates refers to either over or below the average bids prices by 35%.



level sufficient to protect WAJ against financial loss in the event of default of the successful Bidder under the Contract.

### 1.27. Comparison of Bids

1. WAJ shall compare the evaluated prices of all substantially responsive Financial Proposals established in accordance with 1.28- WAJ's Right to Reject All Bids to determine the lowest evaluated Bid.

### 1.28. WAJ's Right to Reject All Bids

1. WAJ reserves the right to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of
2. annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### 1.29. WAJ's Right to Vary and Change Quantities

1. WAJ reserves the right at any time and before signing the contract to increase or decrease, in a matter that is for WAJ best business interest, the quantities of products and/or services originally specified in this RFP and its Appendixes without any change in unit prices or other terms and conditions. The term applies for those items selected for the award by the bid evaluation committee and does not imply that WAJ intends to procure all requested items.

### 1.30. Award of Contract

#### 1.30.1. Award Criteria

1. Subject to 1.28- WAJ's Right to Reject All Bids WAJ shall award the Contract to the substantially responsive Bidder and has been determined to have the highest bid score as specified in 1.40- Proposal Evaluation Criteria, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

#### 1.30.2. Notification of Award

1. Prior to the expiration of the period of Bid validity, WAJ shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Bid Forms called the "Letter of Acceptance") shall specify the sum that WAJ will pay the Bidder in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Bid Forms called "the Contract Price"). Subsequently, WAJ shall also notify all other Bidders of the results of the bidding.
2. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
3. WAJ shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with 1.30.2-Notification of Award, requests in writing the grounds on which its Bid was not selected.
4. In exceptional circumstances, WAJ may need to communicate with the successful Bidder, established in terms of 1.26.8 - Margin of Preference, certain aspects of Contract



performance prior to sending the Letter of Acceptance. Should such a need arise, this communication shall be limited to the following topics, as identified in the evaluation report,

- a. coordination of mobilization timing;
- b. coordination of actions or inputs involving WAJ;
- c. technical alternatives offered by the successful Bidder.

### 1.30.3. Signing of Contract

1. Within Fourteen (14) days of receipt of notification of award from the Purchaser the successful Bidder shall sign, the contract.

### 1.30.4. Performance Security

1. Within 14 (Fourteen) days after receipt of the notification of award from the Purchaser, the successful Supplier shall furnish to the Purchaser a performance security in the form of a bank guarantee in an amount of 10% (ten percent) of the contract price. The performance security shall be denominated in Jordanian Dinar, subject to 1.26.9 - Evaluation of Financial Proposals, using for that purpose the Performance Security Form included in Section - 5 Checklists, or another form acceptable to WAJ.
2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, WAJ may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by WAJ to be qualified to perform the Contract satisfactorily.

## 1.31. Rejection of Proposals

1. Bid Evaluation Committee reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty or the obligation to give any explanation.
2. Any proposal may be rejected immediately and not evaluated for any one of the following reasons:
  - a. Failure to include the required Response Form(s) signed by an authorized officer of the entity submitting the proposal.
  - b. Failure to follow the proposal format instructions.
  - c. Failure to comply with eligibility requirements for Bidders and materials
  - d. Failure to comply with the RFP requirements and statements.
  - e. Late delivery of bids
3. Bid Evaluation Committee may elect, in its sole authority and discretion, to implement the project in phases, by component, split the award among multiple bidder(s) or to cancel the RFP and the implementation of the project without the obligation to give any explanation.

## 1.32. Proposal Obligations

1. The contents of the proposal and any clarifications, answers, discussions, documentation, presentation..etc. thereto submitted by the bidder shall become part of the contractual obligation and incorporated by reference into the contract.



2. All proposals must describe in detail, and include all integral elements necessary for the successful implementation and operation of the required services, including labor, equipment sizing and services offered, and must be of such form that, upon approval, shall be contractually binding.
3. Any missing or assumed item(s), component(s), service(s) or related commodity to completely fulfil the successful implementation of the RFP requirements shall be assumed at Zero cost by the bid evaluation committee and shall be the complete responsibility of the eligible bidder to provide it and implement.
4. The proposal is requesting a comprehensive solution; therefore, it is the complete responsibility of all bidders to ensure that their proposals are comprehensive, complete, address all the RFP requirements and provide all necessary item for successful implementation of the RFP requirements.

### 1.33. Disposition of Proposals

1. Technical proposals become the property of WAJ and shall not be returned to the Bidder. Only unopened financial proposals will be returned to bidders.
2. WAJ reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:
  - a. To reject any proposals if, in WAJ's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, eligible bidder/bidder(s) does not meet the qualifications set forth in the RFP, or it is otherwise in the WAJ's best interest to do so
  - b. To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of the winning bidder(s) for negotiation and to cancel this RFP with or without issuing another RFP
  - c. To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in WAJ's best interest to do so
  - d. To reject the proposal of any Eligible bidder/bidder(s) that, in the WAJ's sole judgment, has been delinquent or unfaithful in the performance of any contract with WAJ or with others, is financially or technically incapable or is otherwise not a responsible Eligible bidder/bidder(s)
- b. To reject as information, non-responsive or otherwise noncompliant with the requirements of this RFP and any Proposal which, in WAJ's judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to WAJ, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for in this RFP.



- c. To waive any informality, defect, non-responsive and/or deviation from RFP and its requirements that is not, in the WAJ's sole judgment, material to the proposal
- d. To permit or reject at WAJ's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of eligible bidder/bidder(s) following proposal submission
- e. To request that some or all of eligible bidder/bidder(s) modify proposals based upon WAJ's review and evaluation
- f. To request additional or clarifying information or more detailed information from any Eligible bidder/bidder(s) at any time; before or after proposal submission, including information inadvertently omitted by eligible bidder/bidder(s)
- g. To inspect and otherwise investigate projects performed by the eligible bidder/bidder(s), whether or not referenced in the proposal, with or without the consent of or notice to the Eligible bidder/bidder(s)
- h. To conduct such investigation with respect to the financial, technical, and other qualifications of each eligible bidder/bidder(s) and WAJ, in its sole discretion, deems necessary or appropriate
- i. To waive and/or amend any of the factors identified in this RFP.
- j. To reject Eligible bidder/bidder(s) who engage in collusion, conflict of interest or any other factor that may negatively impact WAJ best interest or does not conform with this RFP

## 1.34. Responsibilities

### 1.34.1. Eligible/winning bidder(s) Responsibilities

- 1. Eligible/winning bidder(s) and his employees shall exercise due diligence and care to ensure all work performed under the contract is accomplished in a safe and conscientious manner.
- 2. All information provided or communicated by Eligible/winning bidder shall be legally binding including but not limited to this RFP, bidder's proposal, presentation, marketing material, , response to inquiries, answers to questions and any information that will be communicated with WAJ at any time.
- 3. All work shall be in compliance with appropriate international standards, as well as all WAJ ordinances and regulations.
- 4. All equipment and/or tools provided by the eligible/winning bidder(s) shall be in good working condition and shall conform to required safety standards.





5. Eligible/Winning bidder(s) shall provide all services, equipment and tools necessary to perform the requirements of the contract.
6. Eligible/winning bidder shall be held responsible and liable for all damage incurred to WAJ facilities based on a review of the circumstances causing the damage.

#### 1.34.2. Novation

1. Eligible/winning bidder(s) shall not assign or transfer, whether as Assignment of Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this RFP and/or Contract without the written consent of WAJ, provided however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of WAJ.
2. Assignment or Novation of this contract shall not be valid unless the Assignment of Novation expressly provides that the assignment of any of eligible/winning bidder(s)'s rights or benefits under the RFP and/or Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this RFP and/or Contract in favor of all persons, firms, or corporations rendering such labor or services of supplying such materials, tools and equipment.

#### 1.35. Responsibilities of WAJ

1. Shall assist eligible/winning bidder(s) by placing at his disposal all available information pertinent to the Project.
2. WAJ will assist in facilitating access to eligible/winning bidder(s) to enter upon its properties as required for eligible/winning bidder(s) to perform services under this Agreement.
3. Give prompt written notice to eligible/winning bidder(s) whenever WAJ observes or otherwise becomes aware of any development that affects the scope or timing of Eligible bidder(s)'s services.

#### 1.36. Payment Terms

1. Request(s) for payment shall be made to WAJ's in writing, accompanied by an invoice describing work accomplished, services performed, and any related deliverables.
2. Payments shall be made promptly by WAJ's within Sixty (60) days of the acceptance of an invoice, if accompanied with certifications and/or approval of assigned committee.
3. Payment Terms are scheduled as follows:



No.	Percentage of Payment, to be paid to the Bidder, of the Contract Price	Payment Condition
1	10%	Upon submitting the following documents and issuing the formal approval by WAJ and project's stakeholders: <ul style="list-style-type: none"> <li>Detailed Project Plan</li> <li>Site Transfer Certificate by WAJ to the Winning Bidder</li> <li>Project Charter</li> <li>Kick-Off Presentation</li> <li>performance bond from a Jordanian Bank with the same account</li> </ul>
	20%	After completing all passive work installation and deployment and issuance of acceptance certificate by WAJ
	20%	After completing all active work installation and deployment and issuance of acceptance certificate by WAJ
	20%	After completing all training and certification programs
	20%	After completing all acceptance testing, certification and delivery of all RFP project activities and work
	10%	After 3 months from the final acceptance certificate

### 1.37. Prices, Taxes and Applicable Duties

- Prices for products and services offered shall be quoted in JOD excluded from all taxes and customs as per the tax exemption letter.
- All additional taxes shall be quoted as separate and clear line items.
- Bidders shall be entirely responsible for all duties, license fees, etc., incurred until delivery of the Products and Services to WAJ.

### 1.38. Penalties

- According to applicable WAJ law, penalty for delay(s) shall be imposed on the winning bidder in case of failure of work completion in the specified period of time. The penalty will be imposed for every day of delay immediately and automatically after the expiry of the completion period without prior notice or any legal action.
- WAJ has the right to deduct these penalty charges from the amounts entitled to the Winning Bidder. The deduction of such amounts does not exempt the Winning Bidder from his responsibilities to and obligations towards the contract.
- If the Winning Bidder fails to meet the agreed upon Implementation plan of the project and misses one or more of milestones, ignoring written warnings submitted to the Winning Bidder; WAJ has the right to appoint a third-party on the expense of the Winning Bidder to complete the work on the delayed portions of the project.



4. If the Bidder fails to comply with the specified [Time for Completion], the Bidder shall be subject to pay delay damages to the Purchaser for this default, these delay damages shall be the sum stated in the table shown below, which shall be paid for every week which shall elapse between the relevant Time for Completion and the date stated in the contract. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages, these delay damages shall be the only damages due from the Bidder for such default, other than in the event of termination mentioned in this Contract. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

<b>Delay damages for the Works</b>	<b>0.5% of the delayed Goods or works per Week.</b>
<b>Maximum amount of delay damages</b>	<b>15% of the final Contract Price.</b>

### 1.39. Governing Law

1. The governing law of this RFP and subsequent contract will be the Jordanian Law in effect.
2. This RFP shall follow the Jordanian Procurement Law No. 8 for the year 2022 and instructions thereunder.

### 1.40. Proposal Evaluation Criteria

#### 1.40.1. Allocation of Marks

1. Technical Proposals will be allocated 65% of the total Proposal Score
2. Financial Proposals will be allocated 35% of the total Proposal Score
3. Passing mark for the technical Proposal is 85%

#### 1.40.2. Technical Proposal Evaluation Criteria

##### 1.40.2.1. Eligibility and Qualification

1. The Bidder shall comply with the requirements of the eligibility and qualification criteria as required in this RFP. The Bidder shall comply with the requirements of 1.4- Eligibility of Bidders and 1.5- Eligible Materials, Equipment, and Services. The Bidder shall use the relevant Forms included in Section - 5 - Bid Forms & Checklists. WAJ will disqualify any proposal found incomplete, deviating from the bidding documents, lacking supporting documents, does not include bidding security guarantee, or is in breach of any legislation or conditions.
2. It is mandatory for the bidders to meet all these requirements together. Failing to comply with this will lead to the disqualification of all bidders that do not satisfy these requirements.
3. WAJ will inform the bidder of the disregarded proposal in writing, and he will be required to retrieve his proposal and be handed the Bid Security.

#### 1.40.3. Evaluation of Technical Proposals

The evaluation of the Bids shall be conducted following the steps as described below:



1. Assessment of compliance of technical proposal with requirements
  - i. Determination of responsiveness shall be carried out in accordance with 1.25.1 - Determination of Responsiveness of Technical proposals and 1.25.2 - Evaluation of Technical proposals, the assessment of the technical proposal submitted by a Bidder shall comprise (a) evaluation of the Bidder's technical capacity to mobilize key equipment and key personnel to carry out the Works, (b) resources experience, (c) project methodology and approach and (d) similar references, in accordance with requirements specified in the Section - 2 Project Description, Requirements and Scope of Work, Requirements.
  - ii. If a technical proposal is declared not substantially compliant with the requirements of the Bidding Documents, the Bid shall be rejected and shall not be further evaluated.
  - iii. Bids not reaching a technical score of 85% are regarded as not substantially compliant and will be rejected.
  
2. Scoring of Technical proposals
  - i. The evaluation of the Technical Proposal of the Bidders will be made in accordance with 1.25.1 - Determination of Responsiveness of Technical proposals and concern the following criteria consisting of the scored technical factors, sub-factors, compliance tables and their corresponding weights:
  - ii. The technical factors (sub factors) and the corresponding weights out of 100% are:

Technical Factor	Sub-Weight	Weight in (%)
<b>1. Staffing</b>		<b>8</b>
(i) Project Manager	1	
(ii) Certified Network Engineer	2	
(iii) Cybersecurity Expert	2	
(iv) Post-Implementation Support Staff	3	
<b>2. Training</b>		<b>10</b>
Training Courses and Certification	10	
<b>3. Compliance Tables &amp; Technical Capabilities</b>		<b>55</b>
<b>3. Similar References</b>		<b>5</b>
<b>4. Company Profile</b>		<b>8</b>
(i) Partnership Level, Relation with Vendors and Representation	2	
(ii) Product Market Position	3	
(iii) Track Record in Market of Operation	1	
(iv) Financial Statements	2	
<b>5. Presentation Session</b>		<b>10</b>
<b>6. Project Approach</b>		<b>7</b>
(i) Time to Complete	4	
(ii) Project Plan	3	



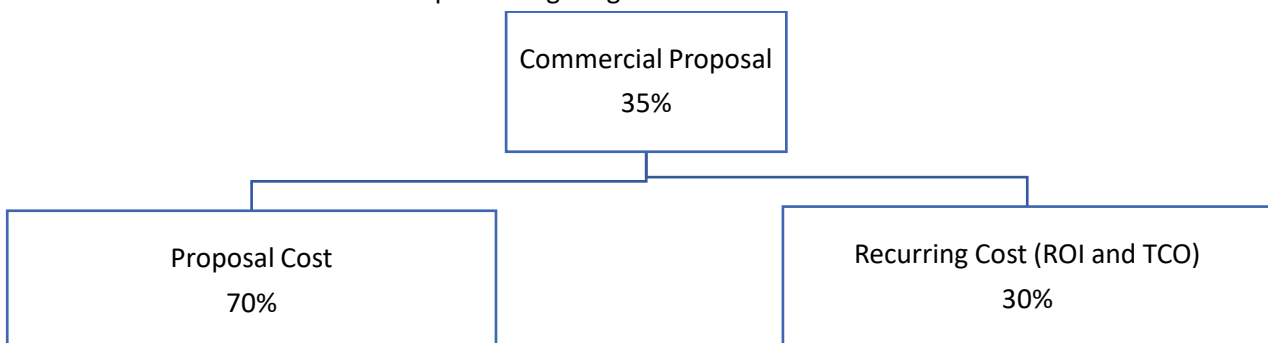
#### 1.40.4. At least 3 Similar References for Bidder Expertise

1. Each proposed Bidder shall provide detailed evidence and track record on their relative expertise providing the following as minimum
  - a. Project brief description
  - b. Project budget
  - c. Customer name, industry and customer country
  - d. Expert level of effort in calendar days
  - e. Expert role in the project
  - f. Deliverables made by the expert
  - g. Achievements and impact made by the expert
  - h. Expert proposed role in this project
  
2. Specific to Local Area Network Rehabilitation Projects
  - a. The Bidder responsible for implementing the project shall have a proven track record of designing a Local Area Networks and Data Centers
  
  - b. The Bidder shall provide evidence of results and previous projects.
  
  - c. The Bidder shall have the right set of professional experts, and have in-depth knowledge of Local Area Network design, architecture, security and management.
  
  - d. Expertise in implementing similar projects for government agencies of similar size and scope to this RFP is an advantage.
  
3. A similar reference shall clearly indicate the expertise required in this section, provide sample of work delivered to the similar reference, highlight how the work has been able to improve operation, achieved its planned results, where the proposed resources have been involved, provide contact details and empower WAJ to contact the reference and gain additional details.

#### 1.40.5. Financial Proposal Evaluation Criteria

The evaluation of the Financial Proposal of the Bidders will be made in accordance with 1.27.9 - Evaluation of Financial Proposals

1. The Financial Proposal weighting criteria will be distributed as follow:



2. Proposal Cost percentage is calculated as follows:
  - a.  $C1 = (\text{Minimal Proposal Cost} / \text{Evaluated Proposal Cost}) * 70\%$



- b.  $C2 = (\text{Minimal Recurring Cost} / \text{Evaluated Recurring Cost}) * 30\%$
- c.  $\text{Financial Proposal Score} = (C1 + C2) * 35\%$
- d. The proposed recurring maintenance cost should take into consideration the period of warranty specified in the 1.42 - Period of Warranty.

#### 1.40.6. Presentation Session Procedure:

The Bidder will be invited to give a presentation of his proposal at the time and venue as decided by WAJ. It is mandatory for the bidders to attend the presentation session. Failing to comply with this category will lead to disqualification of the Bidder. The presentation session will be conducted per the following:

1. The presenters will be the proposed Project Manager supported by certified experts.
2. Other Bidder team members may be attending to support presenters occasionally.
3. The presentation shall be given 90 minutes only without interruption and with no chance to extend more under any excuse.
4. The presentation shall use PDF format and will be submitted in hard and soft copies at the end of the session to WAJ and Bid Evaluation Committee to be added to the technical proposal content.
5. The presentation shall not deviate from the submitted proposal, add to it, mention any pricing data, address any of the attendees from WAJ side by any personal mean or use unclear promises.
6. The presentation shall be fully in English language.
7. The presentation will be followed by a 15-minute break, where the Bidder team will leave to another reserved room.
8. WAJ's team will write down questions and clarifications to be submitted to the project manager after the 15-minute break.
9. Another break for 30 minutes will be given for the Bidder's team to write down answers and clarifications. (the room will be equipped with an A4 black and white printer)
10. The Project Manager will be back to the presentation room accompanied with the certified experts only to submit written answers and clarifications and only 15 minutes will be given to present answers and clarifications verbally.
11. The written document of questions and answers will be added to the technical proposal

#### 1.41. Calculation of Proposal Total Score

In accordance with 1.25- Evaluation of Technical proposals and 1.26 - Evaluation and Comparison of Financial Proposals, a combined scoring system for the Technical and the Financial Proposals is to be used as follow:

1. Bidder total evaluation score will be equal to the sum of the Technical and Financial score using the following equation:

$$\text{Bidder total evaluation score} = (\text{Bidder technical evaluation score} \div \text{Highest Technical Score}) \times 65\% + \text{Financial Proposal Score}$$

2. The Contract will be awarded to the highest bid score in accordance with 1.30.1 - Award Criteria.
3. In the case where the highest bid score for two or more proposals have been equal, preference and award will be made to the bid with the highest technical score.
4. If case where the highest bid score for two or more proposals have been equal and their technical proposal score has also been equal, the bid evaluation committee will require a discount from the two eligible bidders and in case the new discounted prices are found to be similar, the bid evaluation committee has the right to award the contract to eligible bidder that it desires without any reason disposition.



## 1.42. Period of Warranty

1. The warranty period shall be at Zero-Cost to WAJ. No additions or mark-ups shall be applied to any component(s) of solution to cover such expense. Eligible Bidder(s) shall provide a certificate issued by the solution manufacturer clearly stating that the solution is provided with 5 years warranty at zero-cost to WAJ and complies with the requirements of this RFP.
2. If and at any point in time, WAJ realizes that price addition or mark-ups have been applied to cover the warranty fees, WAJ reserves the right to reject the solution and request the refund of all payments made to the winning bidder in addition to any other fees that WAJ see of relevance.
3. By the end of the warranty period of 5 years, the solution shall be supported by its manufacturer for an additional five years. The recurring costs for such period shall be detailed in the financial proposal according to 3.2.2.8.1 - Maintenance and Support Recurring Costs
4. Warranty term to start one day after WAJ issues the final acceptance certificate and for the period of 5 years at zero cost to WAJ.
5. The term cost-free shall refer to replacing any component of the proposed solution in case of defect or malfunction or any unforeseen reason. The winning bidder shall bear all cost(s) associated with the replacement of the defected component.

## 1.43. Post-Implementation Support

1. The post-implementation support shall be zero-cost/cost-free for a period of 5 years. After which, WAJ and based on WAJ own discretion may elect to use the recurring maintenance fees listed in 3.2.2.8.1 - Maintenance and Support Recurring Costs by the winning bidder, decide to re-negotiate prices or release a new maintenance and support RFP. Yet, the prices shall remain binding until WAJ decides to either re-negotiate, release a new maintenance RFP or opt not to take any action.
2. The term cost-free shall refer to replacing any component of the proposed solution in case of defect or malfunction or any unforeseen reason. The winning bidder shall bare all cost(s) associated with the replacement of the defected component.
3. The term for the Post-Implementation support shall be for 5 calendar years starting from one-day after issuing the Final Acceptance Certificate by WAJ.
4. The period for correction of defects is 60 months (5 calendar years). A defect is defined as any malfunction, error, and software bug or hardware malfunction. During this period, the winning bidder is required to supply the product maintenance and support services which are initially proposed in his Bid and subsequently agreed under the contract.
5. Eligible Bidder(s) shall provide written authentic evidence by the solution manufacturer that solution manufacturer warrants that there is no intention of discontinuing production of any of the offered Products or any solution component(s) to be supplied under the Contract within 60 months following Contract signature. In the event that the



Bidder intends to discontinue production of any component listed in the proposed solution after this period, the Bidder shall notify WAJ one year in advance of such discontinuance to permit WAJ, at its option, to replace the product with another one. Nothing in the prevailing clauses shall in any way release the winning and eligible Bidder(s) from any warranty, maintenance or support obligations under this Contract or limit WAJ's ability to seek other remedies as specified in the Contract.

6. Without limitations, the eligible and/or winning Bidder(s) warrants that it shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for the development of custom-made Software, including a written agreement with employees that all custom-made Software created under the Contract fall within the scope of their employment duties, and that all Intellectual Property Rights in such custom-made Software are fully transferable to WAJ.
7. All hardware, software and solution components proposed to be provided by the bidders shall be of the latest available from the manufacturer.
8. Evidence of the solution manufacturer company viability and sustainability and to provide continuous support and development for the coming 5 years after the warranty period.
9. Availability of international worldwide support on 24x7 basis and availability of Internet and hot-line support services.
10. All material used in implementing civil works like tiles etc. should be certified for satisfactory performance for a period of 20 years from the date of acceptance or 21 years from date of commissioning whichever is earlier.
11. Bidder shall include a detailed Maintenance and Support plan in its bid (as part of the Project Plan). The bidder shall provide technical support services for all solution components during the warranty period including but not limited the following:
  - a. Local (Jordan) Support availability (at least 5 days a week, from Sunday to Thu)
  - b. Support response times shall be according to the following sample table:

Priority	Description	Response Time
1	Critical (core system component failure)	Max. 4 hours
2	High (errors causing malfunction of critical functions)	Max. 8 Hours
3	Medium (errors causing malfunction of non- critical functions)	Next Business Day
4	Low (error does not interrupt business and not causing any mal-function of any component)	Two Weeks
5	Very Low (error do not function exactly as stated or could be obviously improved)	No later than the next system update

- c. Email, Online, Telephone hot-line support in English and Arabic for the Coverage Period with a 24 hours maximum response time.





- d. The Bidder shall provide the following information:
  - i. Problem reporting, escalation and resolution procedures
  - ii. Describe the support organization, including the number of staff and representative CV's of maintenance staff and especially those who will be working on this project.
  - iii. How fixes and/or upgrades and changes will be introduced into WAJ environment (e.g. testing, migration among environments, approvals)
  - iv. Development of procedures for automatic upgrades and verification
  - v. Service Level Agreement (SLA).
- e. The winning bidder shall install current software patches and service packs for all software applications and maintain them during system lifetime.

#### 1.44. Gray Market Products are Not Allowed

1. Only new, branded and recently (meaning no more than 9 months from the award date) manufactured equipment, material, spare parts, components are accepted and shall not be provided, quoted or delivered to WAJ.
2. Used, refurbished, or remanufactured parts may be provided. No gray market supplies or equipment shall be provided. Gray market items are Original Equipment Manufacturer (OEM) goods intentionally or unintentionally sold outside an authorized sales territory or sold by non-authorized dealers in an authorized sales territory.
3. No counterfeit supplies or equipment shall be provided. Counterfeit items include unlawful or unauthorized reproductions, substitutions, or alterations that have been mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitutions include used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
4. Bidder shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed equipment/system, verified by an authorization letter or other documents from the OEM. All software licensing, warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions
5. Failure to fully comply with this clause and if discovered or came known to WAJ and at any point in time shall result in immediate termination of the contract and immediate disqualification. In such case, WAJ will request all payment to be immediately refunded, pursue legal action and fortify all active bonds and securities.



## Section - 2. Project Description, Requirements and Scope of Work

### 2.1. Introduction

Currently, the local area network at WAJ premises is outdated and requires rehabilitation for passive and active components. The local area network spans two interconnected buildings with 8 stories per building where several unstructured expansions took place and wireless controllers have been added to the network to respond to users demand.

In addition, WAJ is currently implementing a major national project to install smart bulk meters for secondary and primary water network locations, a project which will increase the demand for modern local area network and later data storage requirements. Several related projects and planned activities will require high-speed, modern, secure and redundant data network to allow WAJ's various staff to operate and use modern tools.

Oracle E-Business suite is another key project that shares the same requirements with increased dependency on the computing network to adapt to similar data growth requirements.

A modern, secure and reliable data network will not only support the current business operations but shall also support future projects that rely heavily on smart technology and later artificial intelligence. WAJ's strategy, plans and future projects are targeted towards realizing the national water security, upgrading the value of our operations in order to promote the level of services provided to citizens, building a partnership with the private sector in the most beneficial and effective fields for citizens and becoming a destination for experienced people.

Development and protection of water resources, provision of water and sanitation services to provide better living conditions to citizens, and improvement of infrastructure to preserve environment and public health.

Therefore, WAJ is releasing this RFP to solicit complete proposal from eligible bidders to bid for this project and achieve the set forth project's objectives.

### 2.2. Project Objectives

Immediately and after the project is completed, WAJ shall realize the fully achieve the following key objectives:

- Structured Local Area Network designed, build and implemented using latest international standards
- Fully managed local area network by a single console (application)
- Zero packet drop
- Fully secure and hardened active components
- Well-trained ICTD staff to enable them to manage and operate the new network
- Policy based network access control to existing and new endpoints
- Network is protected against DHCP attacks including but not limited to spoofing, hijacking and/or poisoning.
- Structured, managed and secured segmented network
- Should run on 24x7 basis at full load without any performance degradation or drop
- Should not experience any latency or performance drop due to increase in traffic or endpoints
- Have a support and service life of a minimum 10 years with manufacturer direct support for patching, firmware upgrades and spare parts.



## 2.3. Project Location

1. All project activities, delivery, installation, implementation shall be done at WAJ building located at 34 King Hussein Street, Shemisani – Amman.
2. Training is an exception and shall be clearly marked and highlighted in the proposal.

## 2.4. Site Visit

1. Site visit is allowed for one-time per each eligible bidder regardless of the formation.
2. Eligible bidders are allowed of only 5 team members at maximum
3. No verbal communication or inquiries regarding the RFP is allowed during the site visit
4. Site visit maximum time is 2 hours.
5. Interested bidder shall email WAJ's tendering and procurement department to request the site visit
6. An email reply will be sent back to the eligible bidder detailing the date and time of the visit
7. Bidders can't take photos or collect document or request more details during the visit.
8. An ICTD member will accompany the bidder's team during the site visit to tour the project location.
9. Eligible bidder's team shall leave WAJ's building immediately after completing the site visit.

## 2.5. Estimated Time to Complete the Project Activities

1. WAJ expects the winning bidder to complete installation, configuration and all site activities within a period of a maximum 10 months.
2. Bidders shall clearly highlight the delivery and shipping time for all materials.

## 2.6. Work Structure

1. The work is packaged as illustrated in the following table:

Lot 1	Active Network Components
Lot 2	Passive Network Components
Lot 3	Renovation of Telecommunications Rooms

## 2.7. Training Requirements

1. WAJ requires the following types of training
  - a. Hands-On training to take place during project implementation where ICTD staff is trained and fully aware of all detailed project activities and work.
  - b. Vendor-Certified in-person classroom training
  - c. ICTD Staff to be certified at the end of the classroom training
  - d. All logistics shall be borne by the Bidder
2. Vendor-certified training courses on the awarded solution components as illustrated in the following table:

Subject	ICTD Minimum Number of Trainees
LOT 1 – Switching SDN / Fabric	5
LOT 1 – Network Management System	5



Subject	ICTD Minimum Number of Trainees
LOT 1 – Wireless Network	5
LOT 2 – Cabling	4
LOT3 – Monitoring System	3

## 2.8. Project Management

Following is a list of key project management activities, Bidders are required to build up and provide more details on their project management standards, processes and approach.

1. Bidder should assign a primary qualified project manager and backup project manager with all contact details, **subject to approval by ICTD**.
2. Bidder should submit a fully detailed implementation plan. The proposal dates shall comply with the project key milestones assuming day-1 as the first day after successfully completing the first milestone (Contract Signature).

### 2.8.1. Periodic activity report

1. The Bidder shall arrange for minuted weekly progress meetings with WAJ to discuss the progress and issues.
2. The Bidder should submit a monthly activity report. WAJ may ask the Bidder to add, reshape or remove any part of the report at any time of the contract's lifetime. The Bidder will have no objection to comply. The report should include the following as a minimum:
  - a. Summary of the last period accomplishments, activities, works and results.
  - b. Hard and soft copies of all deliverables.
  - c. List of Quick Wins
  - d. List of Risks
  - e. List of Issues
  - f. Progress Percentage and Updated Project Plan
  - g. Monthly KPIs
  - h. Next Month Activities

### 2.8.2. Bi-Monthly progress report

The report should include the following as a minimum:

- a. Summary of all works carried out during the last quarter.
- b. Major Accomplishment and Percentages of work completed
- c. Payment Schedule
- d. Milestone Update Status
- e. Performance indicators list of values for the last quarter and all the previous ones.
- f. Gallery of photos for main events and incidents.
- g. Challenges faced and mitigations conducted or recommended.
- h. Risk Management Ledger
- i. Issues Management Ledger
- j. Recommendations or Suggestions.



### 2.8.3. Project Final report

The report submission deadline is 30 days before closing the project. The content of the report is to include the following as a minimum:

- a. Summary of all works carried out.
- b. Performance Indicators
- c. Recommendations for Future
- d. Gallery of photos for main events and incidents.
- e. Challenges faced and mitigations conducted or recommended.

## 2.9. Safety Procedures

The following is a list of safety procedures that the Contractor is required to adhere to:

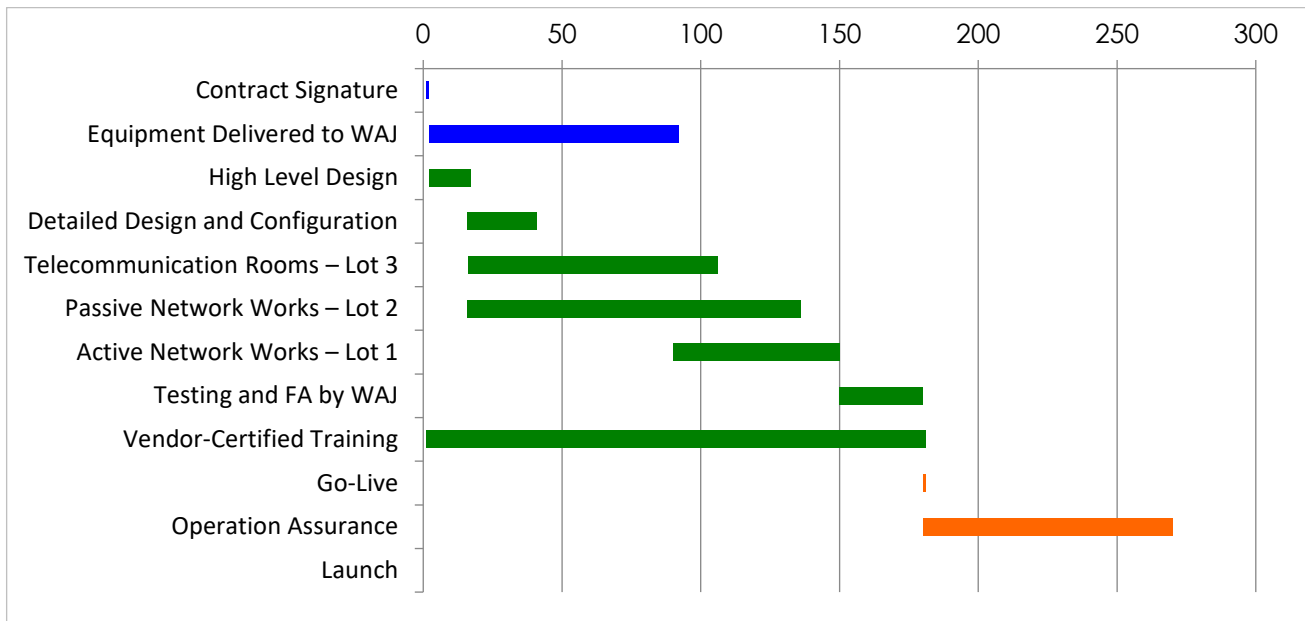
- The Contractor shall abide by all procedures and safety regulations applicable to the Employer and shall comply with all requirements of security and safety of the Employer.
- All provisions for lights, guards, fencing, warning signs and watching shall be coordinated with, and acceptable to, the authorities whose properties are affected by such provisions. Any of the said provisions which are not acceptable to these authorities shall be immediately upgraded or replaced at no additional cost to the Employer. In addition, the contractor shall comply with all relevant sections and provisions of the contract documents relating to these issues.
- The Contractor is responsible for providing necessary personal protective equipment and ensuring the employees are trained on its proper use. Required equipment includes (but not limited to): safety glasses or safety goggles; safety helmets, cut resistance gloves; fully enclosed shoes (no sandals); and long pants (no shorts).
- In the event that there is an injury or accident, the contractor shall notify the Employer immediately and submit a written injury report to the Employer within 24 hours of the injury/accident.
- The Contractor must have a minimum of one safety professional with formal documented first aid training on site at all times .
- A safety harness is required when working two meters or higher above ground in an area that is not confined by handrails.
- All excavations, open trenches, and floor openings must be barricaded.
- The Contractor is responsible for the housekeeping in his work area including lay down areas, storage buildings and offices. Operating personnel will need to work around these areas continuously, so it is mandatory that each of these areas be cleaned at the end of each workday.
- The Contractor will provide and maintain trash dumpsters as required to ensure the project site is kept clean at all times.
- The cost of lost time resulting from Contractor safety violations will be for the Contractor's account and will not be reimbursed the terms of this contract.
- The Contractor should cover his staff with appropriate medical insurance and social security coverage, the Contractor will be responsible for securing the appropriate remedies in the event of a work accident, and the Employer's responsibility will be limited to provide the first aid only.



## 2.10. Project Key Milestones

The following is a list of key project milestones, Bidders are required to provide detailed work breakdown structure and milestones in their proposals.

No	Milestone Description	Duration	Entry Criteria	Exit Criteria
1	Contract Signature	As per the RFP Terms	Letter of Award to winning Bidder	<ul style="list-style-type: none"> <li>Contract duly signed and provide performance guarantee</li> <li>Site Transfer Report by WAJ</li> </ul>
2	Contracted Equipment Delivered to WAJ (LOT1,LOT2,LOT3)	90 Days	Milestone 1 Completed Successfully	WAJ Inspection Report
3	Network Architecture – High Level Design (LOT1,LOT2,LOT3)	15 Days	Milestone 1 Completed Successfully	WAJ to approve Network Architecture
4	Network Architecture Detailed Design and Configuration (LOT1,LOT2,LOT3)	25 Days	Approved High-Level Network Architecture Design (milestone 3)	WAJ to approve the detailed design and configuration
5	Renovated Telecommunication Rooms – Lot 3	90 Days	Approved High-Level Network Architecture Design (milestone 3)	WAJ Provisional Approval of the milestone
6	Passive Network Works – Lot 2	120 Days	Approved High-Level Network Architecture Design (milestone 3)	WAJ Provisional Approval of the milestone
7	Active Network Installation and Configuration – Lot 1	90 Days	After lot 3, may partially overlap with lot 2	WAJ Provisional Approval of the milestone
8	Testing and Final Acceptance by WAJ	25 Days	Successful Completion of Milestones 5,6,7	Final Acceptance Report
9	Vendor-Certified Training	To be decided	To be decided during the life of the project	Certified ICTD Trainees
10	Go-Live	1 Day	Successful Completion of Milestones 8	WAJ to issue a go-live certificate
11	Operation Assurance	90 Days	Successful Completion of Milestone 10	Final Payment Release



**Part of LOT 2 depends on LOT 3 finished**

**LOT 1 may overlap with LOT2, but should start after LOT 3 is finished**

## 2.11. Lot 1 – Active Network; Overview and Key Activities

Water Authority of Jordan intends to provide a next generation LAN Infrastructure across the entire HQ and Data Center.

WAJ is looking for a refreshed campus and data center deployment that is based on the latest networking technologies for campus and data centers.

The new deployment shall be based on an SDN / Fabric deployment which allows for secured isolation of services running across the floors and DC with simplified approach to configuration, management, visibility, and overall operations.

This infrastructure will provide IP connectivity for a number of services, which require being isolated from the other applications sharing the same physical network. The current and future applications include Voice, Data, CCTV, Video, and others. Therefore, the purpose of this RFP is to tender for a flexible high-capacity network capable of providing virtualized services to IP unicast and multicast applications. This network must be highly dependable and provide sub-second recovery in the event of any component, node or link failure.

The Network will serve internal and external users and connect them to their associated services and applications. It will also serve water companies and partners and need to connect to their associated services. In addition, there will be other services such as WiFi, BMS, CCTV, etc.... which will reside on the same network. All this traffic and communication need to be handled in a very secured and automated manner with minimal human touch points to avoid human mistakes and misconfigurations.

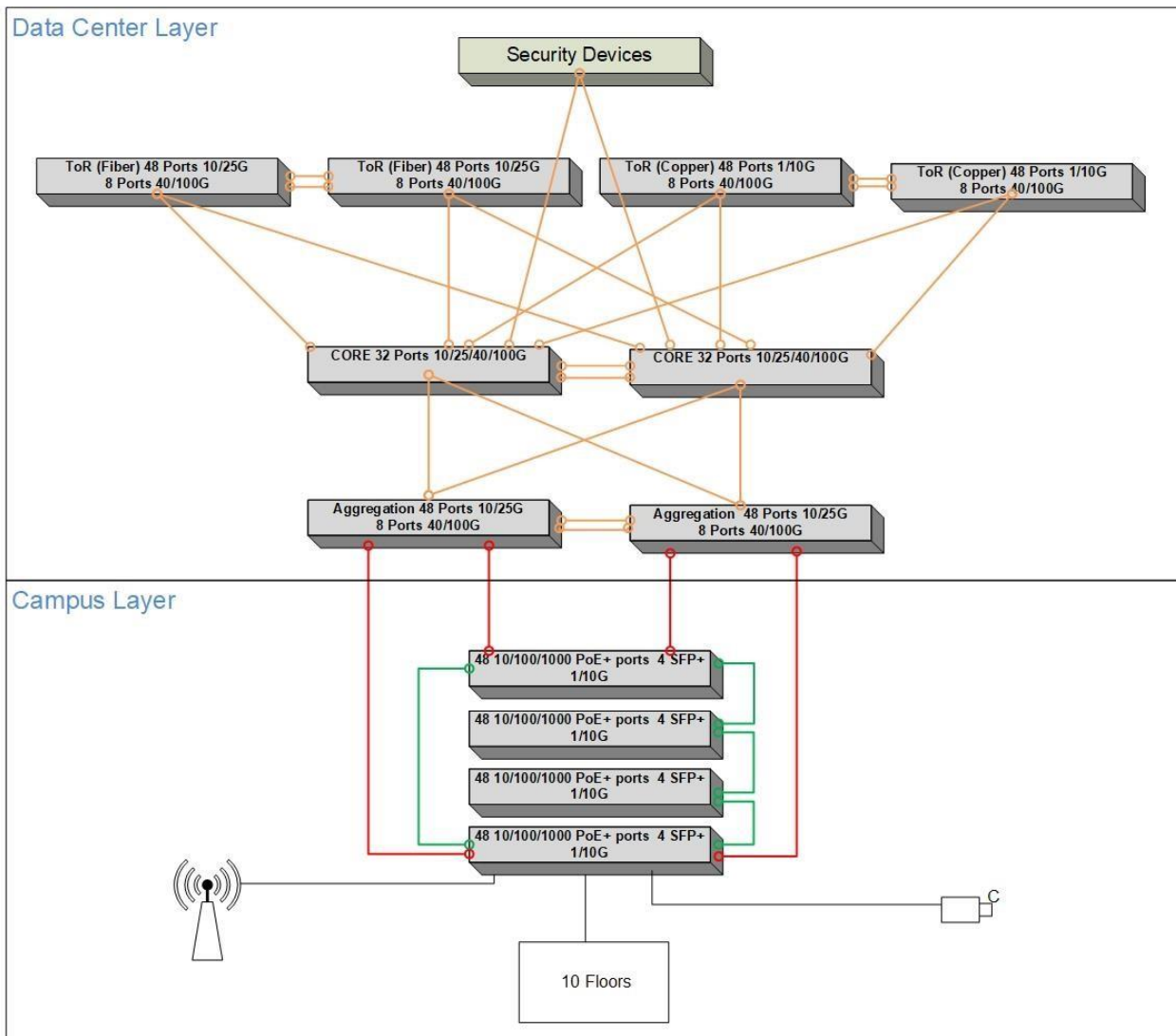
Connectivity between ToR server switches and DC core layers should be based on 100G backbone to ensure high performance and future scalability.



### 2.11.1. Lot 1 – Scope

The solution required should include the following networking elements:

1. LAN
  - a. Data Center Layer
  - b. Campus Layer
2. Wireless LAN
3. Comprehensive Network Management System



- 100G-DACP-QSFP5M —
- 20G-DACP-SFPDD1M —
- Fiber 4-Core OM4 10G —

For Technical Specifications and Bill of Quantities, refer to 4.3- Lot 1 – Technical Specifications Compliance Tables and Bill of Quantities





## 2.12. Lot 2 – Passive Network; Overview and Key Activities

Technical Specifications and bill of quantities refer to 4.4 - Lot 2 – Technical Specifications Compliance Tables and Bill of Quantities

## 2.13. Lot 3 – Communications Rooms Renovation; Overview and Key Activities

In this component, the winning bidder is to renovate existing Communication Rooms located in WAJ's main building as in the address specified in this tender. The purpose of this renovation is to provide a green IT, highly available, anti-fire protected, precision air conditioned, secured, fully monitored and controlled, and low cost operational communication rooms.

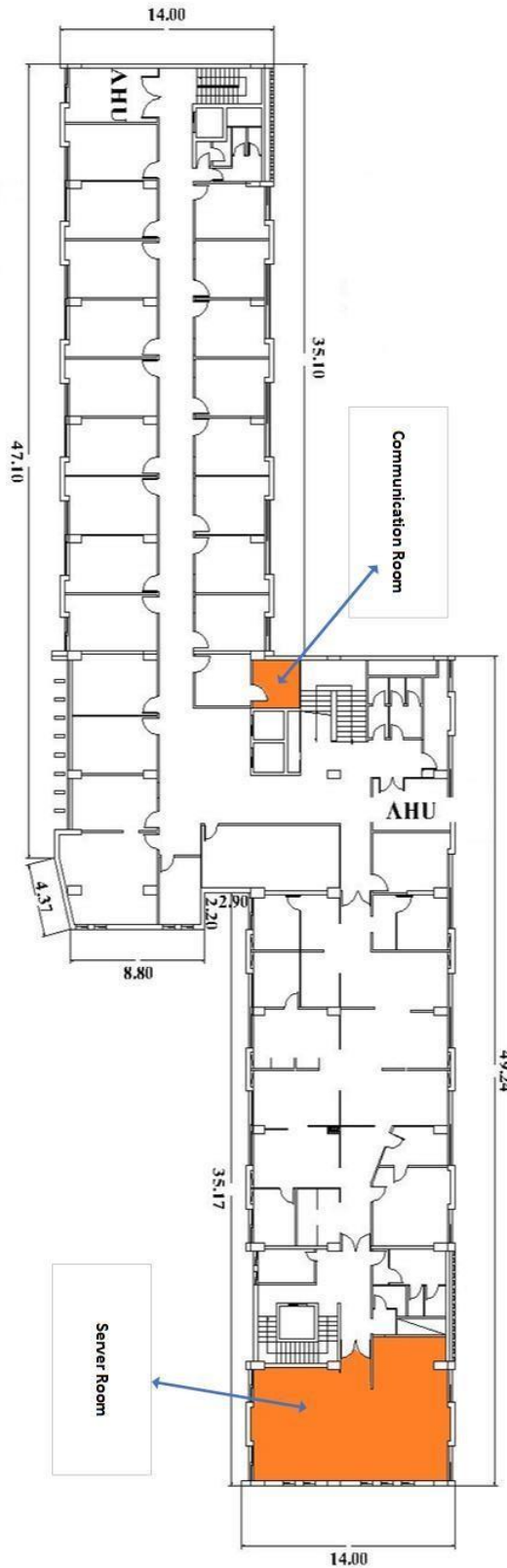
The bidder should take all necessary actions, steps, restructuring and configuration to the current environment to insure the above required solution. It is the bidder's responsibility to maintain operation of the communication rooms during the implementation and if there is necessary required to stop operation the bidder should arrange with ICTD.

### 2.13.1. Scope of Work

The scope of work for the communication rooms renovation, including the following:

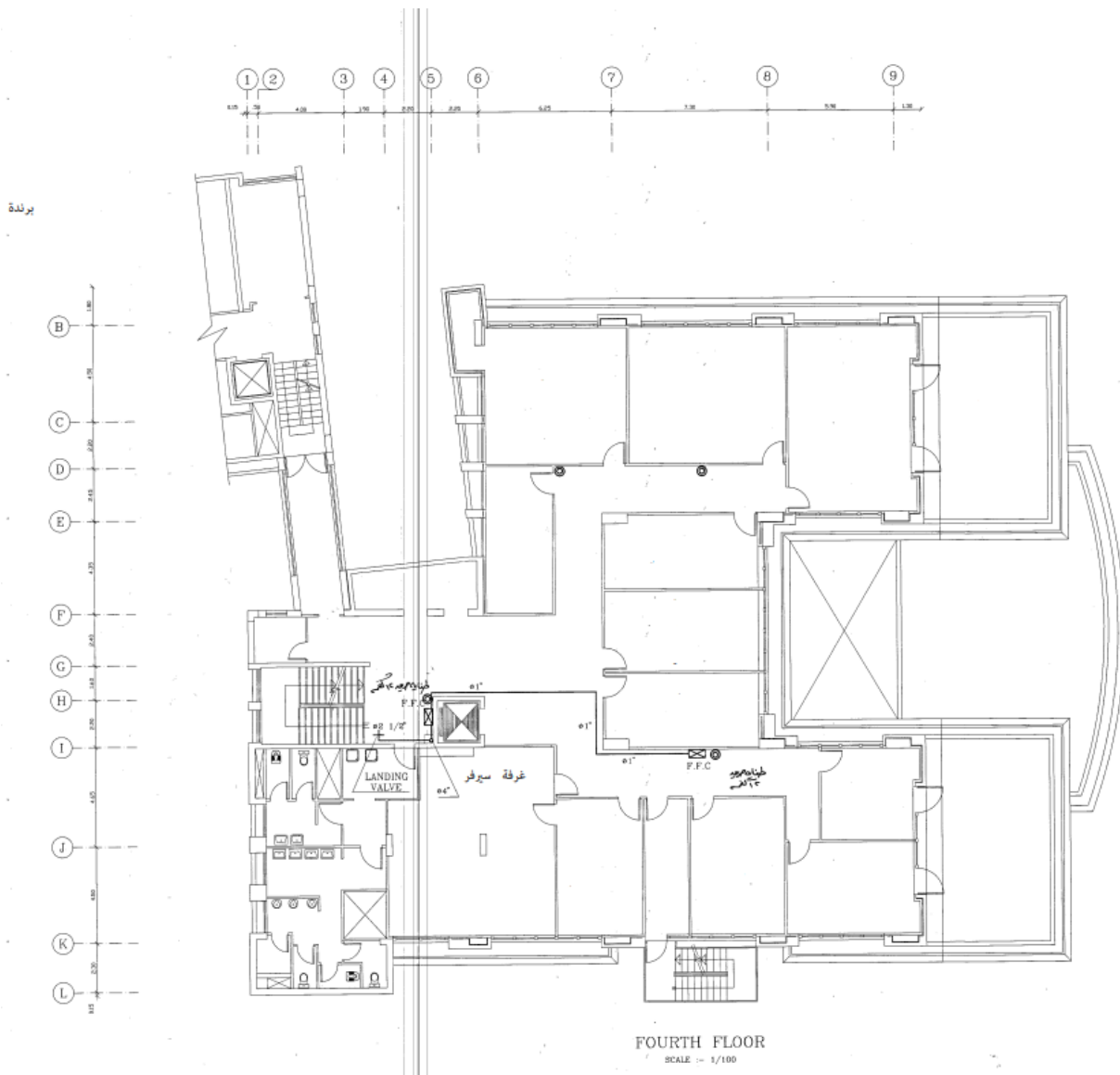
- Civil Works
- Electrical Work
- UPS
- Cooling Unit
- Fire Fighting System
- Cable Mesh Trays
- Communication Cabinet.
- Monitoring System

## 2.14. Floor Layout Diagram (Old Building 4<sup>th</sup> Floor)





New Building (4<sup>th</sup> Floor)





## Section - 3. Proposal Format

### 3.1. Technical Proposal Format (Envelop 1)

The Bidder shall present a written technical proposal to address the functional, technical and other requirements listed herein, and explain how the Bidder plans to approach each requirement. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Proposals must be fully responsive to the requirements. Proposals must identify any deviations from the requirements. Enough detail should be included to demonstrate the Bidder's knowledge of the project and their ability to satisfy each requirement. Bidders are also required to present a written financial proposal bounded separately.

To accelerate execution and simplify proposal evaluation and to assure that each proposal receives the same orderly review; all proposals shall adhere to the format described in this section.

Proposals should comply with the following:

- Sections and pages should be numbered sequentially
- Clearly specify any and all variances from specifications specified by the RFP
- Include a table of contents listing all sections, figures, and tables
- Include an acronym list
- Separate major sections and appendices by labelled ring binder index tabs
- Font type is Arial size is 10pt
- Address the requirements completely and accurately using the required format
- Any additional pages exceeding the maximum number of pages indicated in the following section will not be reviewed or considered as part of the evaluation and may result in proposal technical disqualification.
- Failure to provide clear and concise information will negatively impact eligible Bidder(s) technical evaluation and may result in his disqualification.

Proposals should be bound separately and organized in sections as follow:

The Technical proposal shall have the layout and content as described in the following table:

Section No.	Title	Max Pages	Contents
	Introduction	Limited to the listed content.  No Text, illustrations or write-ups	<ol style="list-style-type: none"> <li>1. Bid Security</li> <li>2. Signed Letter of Technical proposal,</li> <li>3. Declaration of Undertaking</li> <li>4. NDA</li> <li>5. Company Registration certificate and company contact coordinates                             <ol style="list-style-type: none"> <li>i. Power of Attorney; if applicable</li> <li>ii. Bidder Information Form</li> <li>iii. List of Sub-bidders.</li> </ol> </li> <li>6. Bidder's Roles and Responsibilities</li> <li>7. Bidder's financial situation. 3 years audited financial statements.</li> <li>8. Certificates of origin for all proposed products and materials</li> </ol>



Section No.	Title	Max Pages	Contents
			<ol style="list-style-type: none"> <li>9. Completed Eligibility Matrix,</li> <li>10. Documents Establishing the Eligibility and Qualifications of the Bidder</li> <li>11. Forms including               <ol style="list-style-type: none"> <li>i. Technical Proposal Submission Checklist.</li> <li>ii. Bidder’s Statement of Conformance</li> <li>iii. Evidence of previous similar works</li> </ol> </li> <li>12. Recent and Original Authenticated Letter issued by the solutions manufacturers authorizing the bidder to provide services and solutions for this bid and in Jordan and detailing the bidder’s partnership level.</li> <li>13. Warranty and Post-Implementation Support recent and original certificate issued by the solution manufacturer</li> <li>14. Any certificates, agreement(s) between multiple partners or certificates to illustrate the authorization of the solution manufacturers for the local partner(s) to provide the required services or deploy hardware or implement the proposed software.</li> </ol>
	Executive Summary	Three (3) Pages	<p>Include a brief executive summary of the major facts, solution benefit and features of the proposal including any conclusions, important assumptions, and recommendations.</p> <p>The executive summary should be specifically designed for review by a non-technical audience and senior management</p> <p>The executive summary should highlight your solution and company strengths and abilities</p>
	Understanding of the Project	Five (5) Pages	<p>This section should describe the Eligible Bidder’s understanding of the project nature, objectives, requirements and business impact. The write-up should be focused on analyzing RFP requirements, business challenge and how the solution is addressing such challenges.</p>
	Profile and Capabilities	Ten (10) Pages	<p>Provide a brief description of their corporate and other organizational history and experience in performing similar implementation service. The description should include details about the technical organization of the Bidder including the number, qualifications and experience of the professional staff.</p>



Section No.	Title	Max Pages	Contents
			<p>Include information that highlights their particular abilities to successfully complete the RFP requirements and how the Bidder will structure, develop and manage the project. Such information has to include but not limited to the following:</p> <ul style="list-style-type: none"> <li>In the case of a Bidder offering to supply products under the contract that it did not produce, the Bidder has been duly authorized by the subcontracted producer to supply and implement the products in Jordan and to act on behalf of the producer, corroborated by a completed Producer's Authorization Form;</li> <li>That the Bidder and any subcontractors have the financial, technical and staff capabilities to support the system and have a successful performance history appropriate for their role in fulfilling the contract.</li> </ul>
	Solution Overview	Twenty Five (25) Pages	<p>This section shall provide BEC with a comprehensive, straight to the point of the solution and how it will operate/run when installed, features shall focus on meters, software, integration with existing systems, and reports generated by the software and other features or benefits the eligible bidder see of importance.</p> <p>This section shall serve as a self-explanatory technical presentation of the solution equipped with use-cases that illustrates how the solution is addressing the business requirements and will achieve the RFP objectives.</p> <p>Eligible bidders shall avoid inserting marketing information, product literature and similar sales slides.</p>
	Project Implementation Approach and Methodology	Twenty (20) Pages	<p>This section should describe the approach, techniques and methodology by which the Bidder plans to accomplish all the work discussed in this RFP. This section should start with a brief statement that demonstrates the Bidder's understanding of the nature and desired outcomes of the project.</p>



Section No.	Title	Max Pages	Contents
			The Bidder is requested, where appropriate, to make reference to supporting literature describing the details of proposed application and implementation services and techniques to be used, or other supporting material that he feels is relevant. If included, this supporting literature must be referenced in the response to the specification and included in an appendix to the Eligible Bidder's proposal. The inclusion of supporting literature or standard descriptions of the Bidder's approach, methodologies, software development tools and their features and benefits will be considered as supporting documentation only, and is not sufficient to satisfy the terms of this RFP
	Training Approach and Methodology	Fifteen (15) Pages	The proposal should include a training program for WAJ Project Team that includes the training necessary to design, construct, operate, test, and support technical architecture and functional capabilities of the system
	Quality Assurance	Five (5) Pages	This section will define the quality assurance, quality control, and quality audit procedures that will be used in the project as required in the quality assurance stream. In addition, All Eligible Bidders shall use this section to describe the quality assurance criteria and quality control measures that will be followed in the project and implemented by the solution manufacturer
	Key Professional Staff Experience	Fifteen (15) Pages	<ol style="list-style-type: none"> <li>Each Bidder shall provide a table of the proposed positions for key staff and the qualifications, years of experience, and areas of expertise for each of the proposed positions as described in this RFP and using the forms for Resources CVs</li> <li>Experts Similar References Form</li> </ol>
	Reference to Similar Implementation	Ten (10) Pages	Reference about already implemented similar projects in Jordan or other cities/regions especially in Arabic spoken cities or regions and specifically in utilities.
	Requirements from WAJ	Five (5) Pages	Eligible Bidder(s) shall use this section to indicate any requirements that WAJ is to provide for the execution of the project. The requirements can be logistic, human resources, infrastructure, existing data (in digital form or hard copy) or other resources
	Exceptions to Specifications	Five (5) Pages	The section shall make very clear where an exception is taken to the specifications and how



Section No.	Title	Max Pages	Contents
			alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of WAJ's specifications must be clearly identified as such, together with the reasons, and inserted in this section of the proposal.
	Compliance Tables	Open	List of all Compliance tables and checklists listed in this RFP including but not limited to: <ul style="list-style-type: none"> <li>o Compliance Tables</li> <li>o Templates of all project deliverables</li> </ul>
	Appendix – A Forms, Certificates Supportive Documents, CVs, and Gantt Chart	Open	<ul style="list-style-type: none"> <li>• Forms, supportive certificates and documents for similar projects or any official document from the Employer... etc., to prove the description of the similar project and its main components.</li> <li>• Work Schedule and Project Gantt Chart</li> </ul>
	Appendix – B Others	Open	Any other supporting material the Bidder believes its important <ul style="list-style-type: none"> <li>- Training Courses Details</li> <li>- Detailed Company Profile</li> <li>- Detailed Reference</li> <li>- Success Stories</li> <li>- Any other material</li> </ul>

## 3.2. Financial Proposal Format

### 3.2.1. Introduction

Bidders are required to submit their financial proposal in a separately bound envelope (sealed envelope). The Bidder will be responsible for delivering the required outputs for the cost quoted. WAJ will not be responsible for any additional cost due to missing Items from the quote but essential to fulfilling the project requirements. This would result in proposal disqualification and rejection or assumed as Zero cost.

### 3.2.2. Contents of the Financial Proposal

This section outlines required contents of the financial proposal of the project. The Bidder may provide a more detailed cost structure than that required below, if they believe that it can clarify their case or justify additional costs, as long as the main required information is provided. The financial proposal shall consist of the following:

#### 3.2.2.1. Cost Summary

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

- 1- Letter of the Financial Proposal and
- 2- Cost Summary Table as follow

No	Item	Line Total in JOD
1	Lot 1 – Total	





No	Item	Line Total in JOD
	Professional Services Total	
	Software, Hardware, Tools and any other Requirement Total	
	Training	
	Other Items	
	Lot 2 – Total	
	Professional Services Total	
	Software, Hardware, Tools and any other Requirement Total	
	Training	
	Other Items	
	Lot 3 – Total	
	Professional Services Total	
	Software, Hardware, Tools and any other Requirement Total	
	Training	
	Other Items	
	<b>Grand Total:</b>	





3.2.2.6. Training Courses Pricing Table

No.	Training Course Name & Number	Location and Name of Providing Vendor	Duration	Cost Per Person	Number of Trainees	Line Total	Source	Origin
1								

No.	Training Course Name & Number	Ticket Cost Per Person	Accommodation Cost Per Person	Transportation Per Person	Number of Trainees	Line Total	Source	Origin
1								

3.2.2.7. Other Cost Item

No.	Description of the Cost Item	Reason for the Cost	Unit of Measure	Unit Price	QTY	Line Total
1						

3.2.2.8. TCO Tables

3.2.2.8.1. Maintenance and Support Recurring Costs

Active Component Name and Part Number:					
Maintenance and Support Recurring Costs in JOD					
Year Number	Support and Periodic Maintenance	Firmware Updates	Spare parts (e.g. Power supply, memory, SSD..etc)	Replacement Cost after end of Life	Other Cost Item, add a column for each cost item
1	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD
2	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD
3	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD
4	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD
5	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD	0.0 JOD
6					
7					
8					
9					
10					
Total:					

- Zero indicates free warranty, maintenance and support and should not be modified nor embedded in the item pricing.
- Table shall be generated and populated for every active component

3.2.2.8.2. Energy Consumption Recurring Costs Table

Active Component Name and Part Number:			
Energy Recurring Costs in JOD			
Year Number	Maximum Power Consumption at Full load running 24x7x365	Energy Cost in JOD	Total Per Year in JOD
1			
2			
3			
4			



Active Component Name and Part Number:			
Energy Recurring Costs in JOD			
Year Number	Maximum Power Consumption at Full load running 24x7x365	Energy Cost in JOD	Total Per Year in JOD
5			
6			
7			
8			
9			
10			
Energy Total in JOD:			

- Table shall be generated and populated for every active component

### 3.2.2.8.3. TCO Summary

Number	TCO Item	Total in 10 Years in JOD
1	Support and Periodic Maintenance	
2	Firmware Updates	
3	Spare parts (e.g. Power supply, memory, SSD..etc)	
4	Replacement Cost after end of Life	
5	Other Cost Item, add a row for each cost item	
6	Energy Recurring Costs	
TCO Grand Total in JOD:		



## Section - 4. Compliance Tables & Bill of Quantities

The following are response codes to be used in responding to each requirement. Bidders must describe how the requirement is met in each case, with references to support documents, relevant proposal sections as appropriate.

Response Code	Description
7	Provided Option exceed the required configuration and provides a value-add, adheres to the requirements of the RFP and provides a longer service life and performance enhancements
6	Fully Compliant and exactly meets the indicated requirement
5	The requirement is not part of the provided solution or technology and requires a third-party tools, additional configuration, additional hardware and/or human interference. Additional products, services and/or tools are provided at <u>no extra cost</u> to WAJ
4	The requirement is not part of the provided solution or technology and requires a third-party tools, additional configuration, additional hardware and/or human interference. Additional products, services and/or tools are provided at <u>additional cost</u> to WAJ
3	The requirement is not part of the provided solution or technology and requires a third-party tools, additional configuration, additional hardware and/or human interference. Additional products, services and/or tools are provided at <u>no extra cost</u> to WAJ. Yet the additional component imposes either a security risk, decrease in performance, has certain limitation and/or does not address the requirements specified in this RFP in a fully compliant mode.
2	The requirement is not part of the provided solution or technology and requires a third-party tools, additional configuration, additional hardware and/or human interference. Additional products, services and/or tools are provided at <u>an additional cost</u> to WAJ. Yet the additional component imposes either a security risk, decrease in performance, has certain limitation and/or does not address the requirements specified in this RFP in a fully compliant mode.
1	The requirement is not currently available or under development with an expected release date of no more than 6 months
0	Not Compliant

### 4.1. Eligibility Compliance Requirements – Local

No	Eligibility Criterion	Reference to Evidence (Page No)
1.	Registered Jordanian Technology Firm and is not under any fraud or blacklist by the Government of Jordan.	
2.	Registration has all purposes and functions in the field of Information Technology and Cybersecurity needed to provide services, solutions and operations of this RFP.	



No	Eligibility Criterion	Reference to Evidence (Page No)
3.	Own an established business for at least three (3) years of which they have implemented similar projects and employs relevant qualified and certified staff.	
4.	Audited financial statements for the last three years must be submitted	
5.	Provide Company registration certificate and related legal and government document that illustrate the Company legal form and situation	
6.	Sign the attached NDA agreement by each member involved in the preparation of the solution design, quotation and any related document or process to this RFP	
7.	Provide a qualification certificate that illustrates the capability, certification and ability of the local partner to provide and successfully implement the required services.	
8.	Registration certificate of the bidder's company must be provided detailing its legal status and company type, along with a certified copy of the company's financial statement for at least three years. (if less than 150K JOD capital, A financial Solvency Letter signed and stamped by a well-known Jordanian bank with a ceiling of bank facilities of not less than 150,000 Jordanian dinars)	
9.	Must have proven similar experience in at least 3 projects. Similar Projects shall refer to completed or in-hand projects that has similar scope and deliverable to the RFP requirement	
10.	At least 2 qualified full time staff members in the subject matter CVs should be provided	
11.	Fully Comply to USAID Code 937	

#### 4.2. Eligibility Compliance Requirements – International

No	Eligibility Criterion	Reference to Evidence (Page No)
1.	Officially registered in its country of origin Firm and is not under any fraud or blacklist by the Government of Jordan.	
2.	Shall submit naturalized, audited financial statements for the last three years	
3.	Provide Company registration certificate and related legal and government document that illustrate the Company legal form and situation. International Bidders shall provide valid certificates as per item (a) above or equivalent as applicable and issued by the competent governmental authorities of the country in which the Bidder has been legally established and a registration certificate. Such documents shall be government attested and certified.	
4.	Must have a local partner in accordance with the Jordanian laws.	



No	Eligibility Criterion	Reference to Evidence (Page No)
5.	Must own an established business for at least for 5 years during which they have implemented similar projects and technologies worldwide and regionally.	
6.	Sign the attached NDA agreement by each member involved in the preparation of the solution design, quotation and any related document or process to this RFP	
7.	Provide a qualification certificate that illustrates the capability, certification and ability of the local partner to provide and successfully implement the required services.	
8.	A financial Solvency Letter signed and stamped by a well-known Jordanian bank with a ceiling of bank facilities of not less than 1,000,000 Jordanian Dinars.	
9.	Must have completed at least 3 successful and similar sizes and scope; preferably in government agencies	
10.	At least 2 qualified full time staff members in the subject matter CVs should be provided	
11. c	Fully Comply to USAID Code 937	

### 4.3. Lot 1 – Technical Specifications Compliance Tables and Bill of Quantities

The requirements and specifications listed in this section, sub-sections and tables to follow are mandatory and shall be operational, functional and ready to use as indicated. The word support or fully support shall be understood in the same context as fully operational, can be used by ICTD, functional and not something to be planned for future. When responding to each requirement, using code 6 or 7 shall hold the exact definition and interpretation of the response code description in section 4. In case of any variation the alternative code shall be used. Failure to comply with the response code description shall result in immediate disqualification of the technical proposal during the bid evaluation.

The Bidders' solutions and products are recommended to comply with the below sections. Any deviation from the below specifications needs to be highlighted and clarified.

#### 4.3.1. General Compliance Requirements

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	High Availability & Resiliency: The solution must be designed with No Single Points of Failure: link redundancy, power redundancy, core switch redundancy is essential.			





No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
2.	Security – Services Segmentation: virtualizing and segregating users and services in isolated zones.			
3.	Security – Cyber Attacks Prevention: the proposed solution should be capable of protecting network from traditional IP hacking and IP exposure and any IoT attacks.			
4.	End to End SDN / Fabric & Automation: The proposed solution needs to provide automated configuration of services end to end with minimal human intervention. SDN fabric and configuration automation technologies provided by bidders should expand to be consistent across the access, campus core, the data center, and remote sites where users and network devices exist.			
5.	SDN / Fabric over the WAN: SDN fabric automation should be supported over the WAN (dark fiber, L2 MPLS / L3 MPLS) to reach remote sites and make them part of the network fabric.			
6.	SDN across Data Centers: Solution should be able to build virtualized Layer 2/3 encapsulated tunnels across multiple Data centers to extend servers domains with high-availability and security.			
7.	SDN across Data Centers: Solution should be able to build virtualized Layer 2/3 encapsulated tunnels across multiple Data centers to extend servers domains with high-availability and security.			
8.	Open Standards: The proposed SDN or Fabric design and technology should be based on open Standards and only use IEEE or IETF certified protocols to allow interoperability with other vendors supporting the same standards. Proprietary protocols and mechanisms are not desirable. The bidder must mention the IEEE standard clearly.			
9.	Product & Technology Maturity and Live References. The proposed technologies and approaches must be proven in live implementations and have been running in big customer sites for at least 4 years.			
10.	These customers should be reference-able and can be contacted for details.			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
11.	Gartner Leaders Quadrant: The proposed solution should be recognized as a leader in Gartner Magic Quadrant for wired and wireless for the past 4 years.			
12.	Scalability: Scalability is required to guarantee the support for future applications, users, traffic, technologies, etc.... without the need for major forklifts, upgrades, or restructuring.			
13.	Centralized Management platform needs to be included to enhance the overall operations of the solution.			
14.	The centralized Management platform need to provide visibility on devices (vendor devices and third-party devices which customer wishes to manage), Wireless LAN, and L7 application flows. All this to be managed and monitored from a single centralized GUI based dashboard.			
15.	The disconnectivity of the proposed Management platform (for any reason) should not have any effect on the services running on the network. Switches, wireless, SDN, and applications need to keep working without interruption.			
16.	All licenses and hardware appliances to deploy full SDN/Fabric across all layers should be offered.			
17.	Confirm if SDN/Fabric based on subscription licenses or perpetual licenses. If subscription based, what is the effect on the function of SDN/Fabric solution if not renewed.			
18.	It is required that the solution provided (hardware and management) has the capability of being seamlessly transformed into cloud-based management and monitoring any time in future should WAJ wish to move to that direction - without any major hardware and software replacements. Bidder should clearly describe how it can protect the RoI and retain the proposed solution components when moving to a cloud-based management approach in future.			
19.	Bidder should provide a commitment letter from Vendor for minimum 8-10 years of Lifetime for all offered products			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
20.	Support should be based on 8x5xNBD (device replacement should be done in 24 h for any devices mentioned in the RFP			



## 4.3.2. Data Center Layer

### 4.3.2.1. Core Switch Specifications

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
<b>Resiliency &amp; High Availability</b>				
1.	Hot swappable Redundant Power Supplies and Fans (should be included)			
2.	The solution must allow for sub-second failover in cases of node / link / component failure to ensure no interruption to running services.			
3.	When connecting access to distribution and distribution to core switches: STP / RSTP / MSTG / PVST are prohibited as they do not provide the recovery time required.			
4.	Switches should support an Active-Active Configuration			
5.	Switches should support deployment flexibility by supporting both multi-chassis clustering technology or stacking technology depending on WAJ use case and preference. SDN Capability			
<b>SDN Capability</b>				
6.	Should provide next generation SDN / Fabric end to end across all network layers.			
7.	SDN / Fabric Should be based on Open IEEE and IETF standards.			
8.	Solution should support L2 and L3 network virtualization end to end.			
9.	Solution should support the capability of creating secured isolated segments for the different services running across the network.			
<b>Performance &amp; Scalability</b>				
10.	Non-blocking Core switch			
11.	Switches to support a minimum of 6 Tera bps switching performance			
12.	Minimum of 32 ports SFP28 supporting 10G/25G/40G/100G			
13.	The switches should support instant simplified provisioning of all kinds of services L2/L3/Unicast/Multicast.			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
14.	Supports built-in Guest VM to host virtualized applications on the switch Application Visibility			
<b>Application Visibility</b>				
15.	Switches must support L7 Application Visibility and Analytics natively without the need for external probes or sensors.			
16.	Switches should have the capability of being managed either using on-prem NMS or native cloud management.			
<b>Features and Standards</b>				
17.	Minimum 90000 MAC address supported			
18.	Support of multicast routing protocol PIM-SM and PIM-SSM			
19.	VRFs support – minimum of 200 VRFs			

#### 4.3.2.2. Fiber ToR Switch Specifications

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
<b>Resiliency &amp; High Availability</b>				
1.	Hot swappable Redundant Power Supplies and Fans (should be included)			
2.	The solution must allow for sub-second failover in cases of node / link / component failure to ensure no interruption to running services.			
3.	When connecting access to distribution and distribution to core switches: STP / RSTP / MSTG / PVST are prohibited as they do not provide the recovery time required			
4.	Switches should support an Active-Active Configuration			
5.	Switches should support deployment flexibility by supporting both multi-chassis clustering technology or stacking technology depending on WAJ use case and preference.			
<b>SDN Capability</b>				
6.	SDN Capability should provide next generation SDN / Fabric end to end across all network layers.			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
7.	SDN / Fabric Should be based on Open IEEE and IETF standards			
8.	Solution should support L2 and L3 network virtualization end to end			
9.	Solution should support the capability of creating secured isolated segments for the different services running across the network.			
<b>Performance &amp; Scalability</b>				
10.	Non-blocking switch			
11.	Switches to support a minimum of 4 Tera bps switching performance			
12.	Minimum of 48 ports SFP28 supporting 1G/10G/25G			
13.	Minimum of 8 ports QSFP28 supporting 40G/100G			
14.	The switches should support instant simplified provisioning of all kinds of services L2/L3/Unicast/Multicast			
15.	Supports built-in Guest VM to host virtualized applications on the switch			
<b>Application Visibility</b>				
16.	Switches must support L7 Application Visibility and Analytics natively without the need for external probes or sensors			
17.	Switches should have the capability of being managed either using on-prem NMS or native cloud management			
<b>Features and Standards</b>				
18.	Minimum 90000 MAC address supported			
19.	Support of multicast routing protocol PIM-SM and PIM-SSM			
20.	VRFs support – minimum of 200 VRFs			

#### 4.3.2.3. Copper ToR Switch Specifications

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
<b>Resiliency &amp; High Availability</b>				



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Hot swappable Redundant Power Supplies and Fans (should be included)			
2.	The solution must allow for sub-second failover in cases of node / link / component failure to ensure no interruption to running services.			
3.	When connecting access to distribution and distribution to core switches: STP / RSTP / MSTG / PVST are prohibited as they do not provide the recovery time required			
4.	Switches should support an Active-Active Configuration			
5.	Switches should support deployment flexibility by supporting both multi-chassis clustering technology or stacking technology depending on WAJ use case and preference.			
<b>SDN Capability</b>				
6.	Should provide next generation SDN / Fabric end to end across all network layers			
7.	SDN / Fabric Should be based on Open IEEE and IETF standards			
8.	Solution should support L2 and L3 network virtualization end to end.			
9.	Solution should support the capability of creating secured isolated segments for the different services running across the network			
<b>Performance &amp; Scalability</b>				
10.	Non-blocking switch			
11.	Switches to support a minimum of 2 Tera bps switching performance Minimum of 48 ports 1G/10G copper ports			
12.	Minimum of 6 ports QSFP28 supporting 40G/100G			
13.	The switches should support instant simplified provisioning of all kinds of services L2/L3/Unicast/Multicast.			
<b>Application Visibility</b>				
14.	Switches must support L7 Application Visibility and Analytics natively without the need for external probes or sensors			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
15.	Switches should have the capability of being managed either using on-prem NMS or native cloud management			
<b>Features and Standards</b>				
16.	Minimum 90,000 MAC address supported			
17.	Support of multicast routing protocol PIM-SM and PIM-SSM			
18.	VRFs support – minimum of 200 VRFs			

#### 4.3.2.4. Aggregation Switch Specifications

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
<b>Resiliency &amp; High Availability</b>				
1.	Hot swappable Redundant Power Supplies and Fans (should be included)			
2.	The solution must allow for sub-second failover in cases of node / link / component failure to ensure no interruption to running services.			
3.	When connecting access to distribution and distribution to core switches: STP / RSTP / MSTG / PVST are prohibited as they do not provide the recovery time required			
4.	Switches should support an Active-Active Configuration			
5.	Switches should support deployment flexibility by supporting both multi-chassis clustering technology or stacking technology depending on WAJ use case and preference.			
<b>SDN Capability</b>				
6.	Should provide next generation SDN / Fabric end to end across all network layers			
7.	SDN / Fabric Should be based on Open IEEE and IETF standards			
8.	Solution should support L2 and L3 network virtualization end to end			
9.	Solution should support the capability of creating secured isolated segments for the different services running across the network.			





No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
<b>Performance &amp; Scalability</b>				
10.	Non-blocking switch			
11.	Switches to support a minimum of 4 Tera bps switching performance			
12.	Minimum of 48 ports SFP28 supporting 1G/10G/25G			
13.	Minimum of 8 ports QSFP28 supporting 40G/100G			
14.	The switches should support instant simplified provisioning of all kinds of services L2/L3/Unicast/Multicast			
15.	Supports built-in Guest VM to host virtualized applications on the switch Application Visibility			
16.	Switches must support L7 Application Visibility and Analytics natively without the need for external probes or sensors			
17.	Switches should have the capability of being managed either using on-prem NMS or native cloud management			
<b>Features and Standards</b>				
18.	Minimum 90,000 MAC address supported			
19.	Support of multicast routing protocol PIM-SM and PIM-SSM			
20.	VRFs support – minimum of 200 VRFs			

### 4.3.3. Campus Layer

#### 4.3.3.1. Access Switches Specification

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
<b>Resiliency &amp; High Availability</b>				
1.	Stackable minimum 40 Gbps stacking throughput			
2.	Stackable up to 8 units in a stack			
3.	Supports Hot Swappable internal redundant Power Supply (to be included as an optional)			
<b>Performance</b>				



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
4.	48 10/100/1000 PoE+ ports with 4 SFP+ interface accepting 1/10G transceivers			
5.	Supports stacking with models that provide 10G/25G uplink options in case required in future			
6.	The Access Switches should support switching fabric of at least 250 Gbps			
7.	The Access Switches should support PoE+ 802.3at(30W)			
8.	Supports stacking with models that support 802.3bt Type 3 and Type 4(Class 5 - Class 8) in case required in future			
9.	Supports stacking with models that support Multi-Gig ports (1G/2.5G) in case required in future			
<b>Virtualization</b>				
10.	The switches should support network virtualization			
11.	The switches should support instant simplified provisioning of all kinds of services L2/L3.			
<b>Features and Standards</b>				
12.	Minimum 30,000 MAC address supported			
13.	DHCP Snooping / IP Source Guard / Dynamic ARP Inspection			
14.	Supports MACSec security on access and uplink ports			
15.	Supports Zero Touch Provisioning			
16.	Supports both Cloud and On-prem Management options			
17.	Supports L7 Application Visibility and Analytics			

#### 4.3.3.2. Wireless LAN

##### 4.3.3.2.1. Indoor Access Points

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	The Wi-Fi APs should support the next generation 802.11ax Wi-Fi 6 Access points			
2.	The Wi-Fi APs should support Tri Radio: 5 GHz 4x4, 2.4 GHz 2x2, Sensor 2x2			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
3.	The Wi-Fi APs should have Full time dedicated sensor			
4.	Configurable to support Dual 5 GHz radios if needed			
5.	The Wi-Fi APs should support Security features: WPA3, stateful L2-L7 DPI firewall, NAC support			
6.	The Wi-Fi APs should support 1G/2.5 Gbps Multi rate Ethernet port			
7.	The AP must be able to support seamless roaming			
8.	The AP Supports flexibility of being managed by the cloud or by an on-prem controller			
9.	The WLAN management to be integrated with the wired network management in one single console and one pane of glass to allow full management/ monitoring/ configuration of both the wired and wireless setups			

#### 4.3.3.2.2. WLAN Controllers

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	The WLAN appliances should support HW clustering and License pool sharing			
2.	The WLAN appliance to support at least 120 Access points			
3.	The WLAN appliance should be based on hardware appliance			
4.	The WLAN appliance should support Automatic RF Optimization			
5.	The WLAN appliance should support Dynamic Radio Management and Band-steering			
6.	The WLAN appliance should support Client load balancing			
7.	802.1x Authentication			
8.	The WLAN appliance should support Guest Services			
9.	Should support Auto-adoption of Aps			
10.	Radios should support auto channel and power selection			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
11.	Multimedia / Voice / Full QoS support			
12.	Authentication methods supported should include 802.1x, Mac-based and Captive Portal			
13.	The APs must have the ability to identify and prioritize real time traffic such as VoIP			
14.	It is desirable for APs to have the ability to block undesirable applications.			
15.	securely on-board BYOD or guest users on campus with social media credentials			
16.	The solution should be able to import floor plans and provide heat maps based on real-time AP status			
17.	The solution should be able to perform centralized software upgrades on all APs			

#### 4.3.3.2.3. Network Management

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
The offered NMS shall be able to manage larger and more complex Ethernet networks. It shall have the flexibility to grow as the network grows. The key requirements for the NMS are:				
1.	Manage your network from a single pane of glass			
2.	Should be expandable by license to support thousands of nodes			
3.	Centralized Management & Configuration			
4.	A granular view of users, devices and applications with an easy-to-understand dashboard to manage inventory and network topology efficiently			
5.	Should have an easy to user, intuitive graphical interface			
6.	A graphical interface for management and Configuration of network switches			
7.	Should have the ability to bulk configure parameters across many network devices from a single interface			
8.	Should have the ability to discover and draw the network topology automatically			
9.	The network topology should be interactive and provides all details regarding the switch name, IP,			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
	MAC, connectivity, ports used, status of device and links, VLANs configured on the device, bandwidth utilization on the links			
10.	Should have the ability to manage network node configuration backup on a scheduled basis			
11.	Should have the ability to push custom script files to the network nodes			
12.	Should have the ability to fully monitor the Virtualization/ SDN/ Fabric capability of the network			
13.	Create maps of the devices on your network			
14.	Should have the capability of transforming into a cloud-based management any time in future without additional licenses / cost			
15.	Should support workflow automation capabilities to automate specific tasks that are triggered by specific alarms or events Supports scripting languages such as Python			
16.	Supports extensive API to allow integration with multiple vendors			
17.	Provides Real time Layer 7 application analytics dashboard			
18.	Application Analytics provides details on the application flows: source, destination, top application, top users, slow users, and bandwidth related insights per application			
19.	Real-time view into L7 application flows and bandwidths			
20.	Has the capability to manage and monitor 3rd party devices using industry SNMP			
21.	NMS should be VM based			

#### 4.3.4. Bill of quantities

Item#	Description	Unit	Quantity
A	Data Center Layer		
1	Core Switches	Piece	2
	100G DAC QSFP28 5m	Piece	14
	10G SFP+ SR Transceivers	Piece	16



Item#	Description	Unit	Quantity
2	Fiber ToR Switch	Piece	2
	100G DAC QSFP28 5m	Piece	2
	10G SFP+ SR Transceivers	Piece	48
3	Copper ToR Switch	Piece	2
	100G DAC QSFP28 5m	Piece	2
4	Aggregation Switch	Piece	2
	100G DAC QSFP28 5m	Piece	2
	10G SFP+ SR Transceivers	Piece	48
B	Campus Layer	Piece	
5	Access Switches	Piece	42
	10G SFP+ SR Transceivers	Piece	46
	Stack Cable 1m	Piece	42
C	Wireless LAN	Piece	
6	Indoor Access Points	Piece	Up to 30
5	WLAN Controllers	Piece	2
D	Network Management	Piece	
	On Prem Network Management Software to manage the offered LAN Switches, Wireless AP/Controllers and Existing switches.	License	Up To 120 devices

#### 4.4. Lot 2 – Technical Specifications Compliance Tables and Bill of Quantities

The requirements and specifications listed in this section, sub-sections and tables to follow are mandatory and shall be operational, functional and ready to use as indicated. The word support or fully support shall be understood in the same context as fully operational, can be used by ICTD, functional and not something to be planned for future. When responding to each requirement, using code 6 or 7 shall hold the exact definition and interpretation of the response code description in section 4. In case of any variation the alternative code shall be used. Failure to comply with the response code description shall result in immediate disqualification of the technical proposal during the bid evaluation.

The Bidders' solutions and products are recommended to comply with the below sections. Any deviation from the below specifications needs to be highlighted and clarified.

##### 4.4.1. General Requirements



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	The bidder should guarantee the good quality of the equipment supplied for a period of 20 years as from the date on which it has been put into use, this warranty covers all defects or failures which appear therein under proper use and which arise solely from faulty materials or workmanship			
2.	A site survey is a must for all bidders. All measurements will be at the contractor's responsibility. Contractor shall provide all required documents and drawings in his technical proposal to provide full turnkey solution for all items including all required fiber and copper cabling and patch panels			
3.	All passive components should be well known brands and compliant to geographic code 937			
4.	All passive components should be the same brand			
5.	UTP Cables should be installed using all suitable conduits are needed			
6.	Fluke testing and OTDR testing by collaboration devices for both fiber and UTP connections and reporting (report should be submitted), in addition to the labeling			
7.	The bidder should comply with all needed requirement illustrated in the tender document			
8.	All components should have Three years warranty on site including (Spare parts & Labor)			
9.	Dismantling all unused cables after finished install new cables			
10.	WAJ has the right to increase or decrease the quantities as seen fit			

#### 4.4.2. UTP Points Technical Specifications

##### 4.4.2.1. Mesh Cable Tray

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	The cable tray should be made of high-quality stainless steel AISI 304 wire mesh to provide			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
	strength, durability, and resistance to corrosion. The wire mesh should have a minimum diameter of 4 mm			
2.	Load Capacity from 50 to 100 UTP Cat6a cable			
3.	All fittings and accessories should be included, to create bends, intersections, supports, and connections. Common accessories include bends, tees, reducers, couplers, and support brackets			

#### 4.4.2.2. UTP Cables

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	4-pair unshielded category 6a solid cable (U/UTP).			
2.	Shall support 10/100/1000 BASE-T (IEEE 802.3).			
3.	Comply with ISO 11801			
4.	Conductor diameter shall be 23 AWG			

#### 4.4.2.3. Single Face Plate & Dual Face Plate

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Compatible with UTP Category 6A			
2.	Compatibility with standard keystone jacks for easy installation, flexibility and should securely retain the keystone jacks in place			
3.	Sufficient space for clear labeling of each port with removable label covers to protect and easily update port labels			
4.	Should have appropriate shielding or grounding features to maintain the integrity of the Cat6a signal			

#### 4.4.2.4. Keystone Jacks

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Cat 6a RJ-45 unshielded Jack			





No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
2.	Comply the ISO/IEC 11801:2011 (Ed 2.2) Class E			
3.	Suitable for 110 and Krone type tools.			
4.	IDC contacts that allow re-termination for wiring changes without damaging the unit			

#### 4.4.3. UTP Patch Panel Specs

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Compatible with Cat6A UTP cable			
2.	Compatible with RJ-45 connectors used in Cat6A UTP cables			
3.	19-inch rack mountable			
4.	Should support punch-down termination method for UTP cables			
5.	Provide suitable termination blocks for secure and reliable connections			
6.	Should provide clear and visible port labeling			
7.	Should have a unique and sequential numbering system for convenient referencing for more than patch panel in the same cabinet			
8.	Should meet or exceed the required performance standards for Cat6A UTP cabling, including crosstalk and transmission characteristics			
9.	Include appropriate documentation, such as test reports and compliance certificates			

##### 4.4.3.1. UTP Patch Cord Specs

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Copper Structured Cabling, Patch cord, CAT6/6A, UTP.			
2.	Cable constructed from stranded wire for flexibility and minimum crosstalk			
3.	Compliant to ISO/IEC 11801 Ed 2.2, ANSI/TIA-568-C.2, EN 50173-1			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
4.	Patch cord UTP, category 6/6a, standard plug, LSZH.			
5.	24 AWG, 8 stranded copper wire conductors			
6.	8-pin high quality RJ45 plugs with 50-micron gold plated contacts for corrosion resistance			

#### 4.4.4. Fiber Optics Cables Specs

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	OM4 (Optical Mode 4) fiber type			
2.	Core Diameter: 50 microns			
3.	Cladding Diameter: 125 microns			
4.	Operating Wavelength: 850 nm and 1300 nm			
5.	Supports high-bandwidth applications			
6.	supports distances up to 550 meters for 10 Gbps data transfer			
7.	Compatible with industry-standard connector types, such as LC, SC, or ST connectors			
8.	Meets or exceeds relevant industry standards, such as TIA/EIA or ISO/IEC			
9.	Include any applicable certifications, such as UL or RoHS compliance			
10.	Provide test reports for attenuation, insertion loss, and other relevant parameters			
11.	Include appropriate documentation, such as test results and compliance certificates, to ensure the quality and performance			

##### 4.4.4.1. Fiber Optics Patch Panel Specs

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Compatible with OM4 multi-mode fiber			
2.	Compatible with industry-standard OM4 fiber connectors LC connectors			
3.	19-inch rack mountable			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
4.	The patch panel should provide clear and visible port labeling			
5.	The patch panel should undergo performance testing for insertion loss, return loss, and other relevant parameters			
6.	Include appropriate documentation, such as test reports and compliance certificates			

#### 4.4.4.2. Fiber Optics Patch Cord Specs

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	OM4 multi-mode fiber cable			
2.	Connector types LC connector			
3.	Should comply with relevant industry standards, such as TIA/EIA or ISO/IEC			
4.	Include any applicable certifications, such as UL or RoHS compliance			

#### 4.4.1. Bill of quantities

Item#	Description	Unit	Quantity
1	UTP Point (Face Plate, UTP Cable Cat6a, Keystone Jacks, Trunks, Hocks, Installation, label and test)	Point	Up To 1500
2	UTP Patch Cord 1m	Piece	Up To 1500
3	UTP Patch Cord 3m	Piece	1000
4	Fiber Cable 1 x 4 OM4 multi-mode	Meters	Up To 1200
5	Fiber Cable 1 x 12 OM4 multi-mode	Meters	Up To 400
7	LC-LC Duplex OM4 Multimode Fiber Patch cords, 3m	Piece	50
8	UTP Patch Panel 24 Port	Piece	48
9	Fiber Patch Panel with 4 OM4 LC Pigtails	Piece	9
10	Fiber Patch Panel with 12 OM4 LC Pigtails	Piece	1
11	Fiber Patch Panel with 24 OM4 LC Pigtails	Piece	2
12	Cable Organizer, metal, Box type	Piece	30
13	Cable Mesh Tray	Meters	Up To 1000



## 4.5. Lot 3 – Technical Specifications Compliance Tables and Bill of Quantities

The requirements and specifications listed in this section, sub-sections and tables to follow are mandatory and shall be operational, functional and ready to use as indicated. The word support or fully support shall be understood in the same context as fully operational, can be used by ICTD, functional and not something to be planned for future. When responding to each requirement, using code 6 or 7 shall hold the exact definition and interpretation of the response code description in section 4. In case of any variation the alternative code shall be used. Failure to comply with the response code description shall result in immediate disqualification of the technical proposal during the bid evaluation.

The Bidders' solutions and products are recommended to comply with the below sections. Any deviation from the below specifications needs to be highlighted and clarified.

### 4.5.1. General Requirements

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	All materials provided in the project must be compliant to geographic code 937, and with regard to civil works, local materials are acceptable			
2.	The applicant bidders must make a site survey to determine the exact requirements and quantities			
3.	Dismantling the old cooling unit and the other unused materials from the room and cleaning the rooms after finish bidder responsibility			
4.	LOTs delivery and installation will depend highly on it, so the delivery for this LOT will be immediate			

### 4.5.2. Civil Works Requirements and Specifications

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Wall Construction	N/A		
2.	Full Isolation for the rooms as per communication room standards			
3.	Remove any unnecessary holes			
4.	Painting			
5.	Cover Telephone Communication Boards			

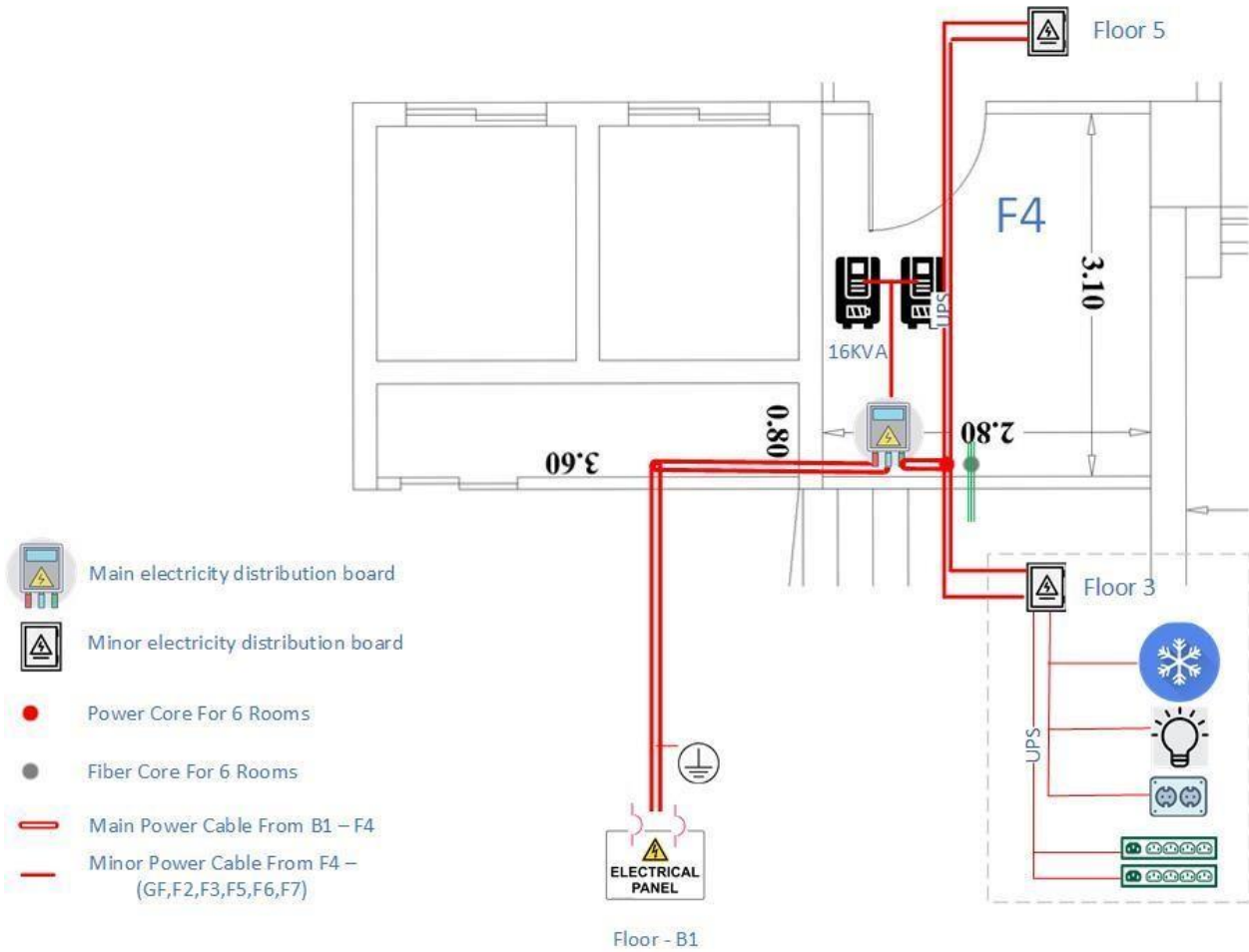


No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
6.	Replace the current windows in new windows provides the following specification			
7.	Heat exchanger isolation			
8.	Sound isolation			
9.	Glass obscures vision and sun			
10.	Closed fully tightly with the possibility of opening it if necessary			
11.	Open cores between rooms			
12.	Core for electrical wires 10 cm			
13.	Core for fiber wires 10 cm			
14.	Core between first floor and second floor for all UTP cables come from first floor to second floor 15cm. (Note: first floor communication room will be cancelled)			
15.	Fire rated Doors			
16.	Fire-resistant door with a range for (90) minutes certificated to BS 476 part 22 by BM TRADA & UL listed for Data Center achieving the properties of REI (balance immunity - thermal insulation), preventing smoke or flame leakage and preventing their occurrence, made of galvanized steel according to ANSI/SDI A250.8. With all the necessary accessories			
17.	All doors and accessories must be fire-resistant with the supply of certificates approved by the Civil Defense, a residential color approved by NCS (according to color samples)			
18.	The access door should be equipped with automatic door closer. The works include preparing the doors for the installation of magnetic locks for the access system. The dimensions of the door should be inspected on the site			
19.	Access control system should be Fingerprint & RFID equipped with exit push button with 5 ID cards and key tags with each door, and can be centralized system and shall be connected to the network and managed by software			

#### 4.5.2.1. Electrical Works



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Extending a main power line from floor B1 to the fourth floor, including the grounding lines on a main electrical panel on the fourth floor and connecting it to the UPS, and non-ups loads (cooling units, lighting and service sockets) and then distributing it to the floors so that each floor has a sub-panel for the communication cabinet from the UPS and direct electricity to the load. Prices shall include all required electrical work including all cabling, panels, circuit breakers, piping and accessories			
2.	All the cable raceways shall be adequately grounded and fully concealed with covers			
3.	The cables should be appropriately marked and labeled			
4.	Regulation of the electricity boards and distribution of electrical connectors			
5.	Two Industrial Connector for Communication Cabinet			
6.	LED emergency chargeable lighting unit in each communication room			
7.	Install adequate lighting fixtures for optimal visibility within the communication rooms			



### 4.5.3. UPS

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	This specification shall define the electrical and mechanical characteristics and requirements for a continuous- duty, single-phase, solid-state uninterruptible power system (UPS). The UPS shall provide high-quality AC power for sensitive electronic equipment loads. The UPS is not designed to support large inductive or half-wave rectified loads, for example: motors, compressors, vacuum pumps, electric drills, laser printers and hair dryers	N/A		
2.	16kVA, QTY2, N+N configuration			
3.	Modes of Operation, Normal, Battery, Recharge, Automatic Restart, Bypass, ECO			



No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
4.	Input/output voltage specifications of the UPS shall be: INPUT 0 - 288VAC, 50/60Hz, single-phase; OUTPUT 230VAC (user configurable: 200V, 220V, 230V, 240V) $\pm 3\%$ , 50/60Hz, single-phase, 2-wire-plus-ground			
5.	The specified output load capacity of the UPS at 208VAC Input shall be 16000VA ,16000W			
6.	Reserve time (backup time) shall be 30 min at 50% load of the UPS			
7.	Battery Recharge the UPS shall contain a three-stage battery charger designed to prolong battery life. Recharge time for UPS internal batteries after a full discharge to 90% capacity shall be a maximum of 3 hours			
8.	The UPS should have communication ports USB, RS232, SNMP and Ethernet to enable monitoring and management of the system			
9.	The UPS should be rack mounted and should be install in standalone cabinet not in communication cabinet, cabinet should be included			
10.	The UPS should provide audible and visual indicators to alert users of various events, such as power failures, low battery, or system faults			
11.	UPS with built-in surge protection safeguards connected devices against voltage spikes and transients			
12.	UPS can be easily expanded or connected in parallel with other units to increase capacity or redundancy			
13.	Input $>0.99$ lagging at rated load; THD shall be less than or equal to 3% at linear, full load operation. Maximum current 83amp; shall have a maximum inrush current of 6 times the full load peak input current. Shall conform to ANSI C62.41, Category B Surge Protection Standard; Surge Protection: MOV (Metal oxide varistors) ratings shall be 190V, 80 Joules minimum connected L- N, L-G and N-G			
14.	230VAC default, 50/60Hz, single-phase, 2-wire-plus-ground (L-N-G), configuration program selectable (200V, 220V, 230V, 240V).			





No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
15.	± 1% steady state Voltage Regulation			
16.	Frequency Regulation: ±3.5Hz synchronized to bypass. ±0.1Hz free running or on-battery operation			
17.	<2% total harmonic distortion (THD) typical into a 100% linear load, <5% THD typical into a 100% non-linear load. For parallel units, <3% total harmonic distortion (THD) typical into a 100% linear load, <6% THD typical into a 100% non-linear load			
18.	Load Power Factor Range			
19.	The load power factor range shall be 0.65 lagging to 1.0 (unity) leading without power derating			
20.	Output Power Rating 16000VA 16000W			
21.	300 seconds duration to support load at 125%			
22.	The UPS shall be EPA Energy Star 2.0 Qualified. 95% AC-AC Efficiency (at full rated linear load)			

#### 4.5.4. Cooling Unit

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Supply & installation Air conditioning split unit with 1 ton cooling capacity for each unit, 1 ton capacity N+1, with low Ambient kit for Winter season & control temperature			
2.	AC system should be capable to connect to the firefighting systems in order to be shutdown automatically in case of fire			
3.	AC system should work alternatively in normal situation based on defined number of working hours, in case of failure on one of them, the other one will work continuously and in case temperature exceed a set point both of them to work continuously			
4.	AC power source should be fed from separate circuit breaker other than the one used for the UPS, and should be included within this offer			



#### 4.5.5. Fire Fighting System

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	Fire Detection & Fire Fighting (firefighting will be only in the UPS room, all rooms will have fire detection)			
2.	The Fire alarm system shall be an automatic conventional fire detection and alarm system, utilizing conventional detection and alarm sounders			
3.	Detection shall be by means of smoke detectors located throughout each room (ceiling, false floor and other appropriate areas where fire can take place) with break glass units on escape routes and exits			
4.	Smoke detectors shall be of the optical or ionization type			
5.	Fire detection and suppression systems should be cutting-edge fire detection and suppression systems that limit the potential damage in the event of a fire			
6.	Key features of the fire detection and suppression system include fire detection system for the whole facility (smoke), very early smoke detection apparatus (VESDA)(Optional) located on computing and plant areas, FM200 or equivalent gaseous fire suppression, dry risers needed places of the data Centers, smoke and gas clearance systems where needed and CO2 gas extinguishers at strategic places			
7.	The FACP should include an LCD display in order to troubleshoot and see the fire alarm devices statuses			
8.	All materials of fire alarm and fighting system +gas volume study + designs + on site check should certified by CDD and get it approval in each stage • The bidder shall provide label entrance caution signs for FM200			
9.	FM200 cylinder should be manufactured from high strength carbon steel, and it should be compliant with NFPA 2001 and ISO 14520 or ISO9002 requirements			



#### 4.5.6. Cable Mesh Trays

Cable tray shall be installed above the cabinets for data cables

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	The cable tray should be made of high-quality stainless steel AISI 304 wire mesh to provide strength, durability, and resistance to corrosion. The wire mesh should have a minimum diameter of 4 mm			
2.	The cable tray dimensions 150mm Width, 40mm Depth			
3.	Load Capacity from 150 to 200 UTP Cat6a cable			
4.	All fittings and accessories should be included, to create bends, intersections, supports, and connections. Common accessories include bends, tees, reducers, couplers, and support brackets			

#### 4.5.7. Monitoring System

No.	Requirement	Compliance Level	Proposal Reference	Bidder Notes
1.	The system shall include monitoring for each room for the following	N/A		
2.	Temperature			
3.	Smoke Detection			
4.	Humidity			
5.	Water Leakage			
6.	Door Status			
7.	The monitoring shall be integrated and managed from a central application			
8.	All monitoring applications shall be capable of alerting administrators for any critical situation via SMS and Email			
9.	The quantity of sensors shall be determined during site survey			

#### 4.5.8. Communication Cabinet



Size	Including	QTY
42U (800X960)	<ul style="list-style-type: none"> <li>• 2 X 6 PDU</li> <li>• Vertical cable management</li> <li>• 6 fans</li> <li>• Front doors with lock</li> </ul>	6
15U (600x600)	<ul style="list-style-type: none"> <li>• 1 X 6 PDU</li> <li>• 2 fans</li> <li>• Front doors with lock</li> <li>• Wall mounted kit</li> </ul>	2

#### 4.5.9. Bill of quantities

Item#	Description	Unit	Quantity
1	Painting	Room	6
2	Windows (W X H) (Optional)	Piece	6
3	Fire Rated Doors (Optional)	Piece	6
4	Electrical Works	L/S	Lump Sum Solution
5	UPS 16 KVA	Piece	2
6	UPS Cabinet	Piece	1
7	Cooling Unit 1 TON	Piece	14
8	Fire Fighting	L/S	Lump Sum Solution
9	Cable Mesh Tray	L/S	Lump Sum Solution
10	Communication Cabinet 42U	Piece	6
11	Communication Cabinet 15U	Piece	2
12	Monitoring System	L/S	Lump Sum Solution
15	Access Door	Piece	7

Optional items to be priced separately.

## Section - 5. Bid Forms & Checklists

### 5.1. Proposal Submission Checklist

#### 5.1.1. Technical Proposal Submission Checklist

Before Submitting the bid to WAJ, each eligible bidder shall review, sign and stamp the following checklist with its official stamp.

Check	Yes/No	Notes if No
Two envelopes sealed and stamped with company official stamp		



Check	Yes/No	Notes if No
Each page of the technical proposal is signed by bidder's authorized representative and stamped with the company's official stamp		
Sections are labelled as per the RFP Requirements		
Font Type is as per the RFP requirement		
Number of sections' pages comply to the RFP requirements		
NDA is signed by authorized company representative and stamped with company official stamp		
Company official certificates and licenses are included – Authentic Photo Copy is accepted		
Bid Bond is included in the technical proposal		
No reference to pricing is made in the technical proposal		
CV are provided in the format required by the RFP		
Similar reference are provided as per the format and requirement of this RFP		
All other RFP requirements, forms and sheets have been correctly provided		
All required certificates have been provided		

Authorized Person Name: \_\_\_\_\_

Authorized Person Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### 5.1.2. Financial Proposal Submission Checklist

Before Submitting the bid to WAJ, each eligible bidder shall review, sign and stamp the following checklist with its official stamp.

Check	Yes/No	Notes if No
All financial forms and pricing schedules have been provided		
Additional training costs have been provided		
All pages are signed and stamped with company official stamp		

Authorized Person Name: \_\_\_\_\_

Authorized Person Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### 5.1.3. Complete Proposal Submission Checklist

Before Submitting the bid to WAJ, each eligible bidder shall review, sign and stamp the following checklist with its official stamp.



Check	Yes/No	Notes if No
Two envelopes sealed and stamped with company official stamp		
Each page of the commercial proposal is signed by bidder's authorized representative and stamped with the company's official stamp		
Section are labelled as per the RFP Requirements		
Font Type is as per the RFP requirement		
All pricing templates have been provided		

Authorized Person Name: \_\_\_\_\_

Authorized Person Signature: \_\_\_\_\_

Date: \_\_\_\_\_

In case the Eligible bidder would like to send its bid through courier services then the Eligible bidder shall officially authorize the courier services to deliver the bid and collect any notes provided by the BEC.

Proposal delivery by Email will not be accepted.



#### 5.1.4. Statement of Conformance

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

<b>Mandatory Requirements Checklist (Statement of Conformance)</b>	
<b>Agree &amp; Confirm</b>	<b>Requirement</b>
	1. We have read the RFP and we hereby agree and confirm with all the terms, conditions and project scope of the RFP
	2. We fully understand that the project will be managed and awarded as described in the RFP and we take fully responsibility for the successfully delivery and completion of all project and RFP requirements, tasks and as per the directions of WAJ.
	3. We confirm that the prices provided in our commercial proposal are comprehensive, conform with the RFP requirement
	4. We have structured our technical and commercial proposals based on the RFP requirements
	5. We have included in our technical and commercial proposals all tools, processes and resources required to successfully complete the project on time, quality and as requested by the RFP.
	6. We conform that any missing item will be assumed at zero cost and WAJ can't be held liable for any reimbursement or payment to be made.
	7. We have no hidden or un-declared cost items
	8. We confirm that the proposal has been prepared internally without the assistance of any external party or any previously or currently associated vendor(s) with WAJ
	9. We confirm that our company is an independent company that is not or nor has been associated directly or indirectly with any existing or previous vendor(s) who has or in a legal, business, commercial or contractual dispute with WAJ
	10. We confirm and agree that our company will sign the contract directly with WAJ without any third-party or middleman
	11. We confirm that we have developed, provided information and presented all the information required by the RFP and any additional information that will help WAJ to select the winning bidder.
	12. Non-disclosure Agreement. We hereby confirm that our company agrees to the WAJ NDA agreement and that all employees involved in the preparation of the proposal and proposed for project implementation have signed a similar NDA with our company
	13. We confirm that we have read and fully understood the USAID Procurement laws and regulations and shall comply with in full. including code 937

Authorized Person Name: \_\_\_\_\_

Authorized Person Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## 5.2. Letter of Tender

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address.]

Date: \_\_\_\_\_

Tender Number: \_\_\_\_\_

Proposal Number: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

To: Ministry of Water and Irrigation – Jordan

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with the referenced tender's RFP;
- b. We have no conflict of interest in accordance with the referenced tender's RFP;
- c. We have not been suspended nor declared ineligible by WAJ based on execution of a Bid Securing Declaration in WAJ's country in accordance with the referenced tender's RFP;
- d. Our Bid shall be valid for a period of 180 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e. If our Bid is accepted, we commit to obtain a performance security in accordance with the referenced tender's RFP;
- f. We are not participating, as a Bidder, in more than one Bid in this bidding process in accordance with the referenced tender's RFP;
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- b. We acknowledge and agree that WAJ reserves the right to annul the bidding process and reject all Bids at any time prior to contract award without thereby incurring any liability to us; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the bidder: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed: \_\_\_\_\_ day of:





### 5.3. Letter of Technical proposal

[The Bidder shall prepare his Technical proposal on a Letterhead paper specifying his name and address.]

Date:

Invitation for Bid No:

To:

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda Nos. \_\_\_\_\_ issued in accordance with Instructions to **Bidders 1.6.3 - Documents Comprising the Bid**
- b. We have no conflict of interest in accordance with **1.3 - Eligible Bidder(s)**;
- c. We have not been suspended nor declared ineligible by WAJ based on execution of the Bid Securing in WAJ's country in accordance with this RFP;
- d. We offer to execute, in conformity with the Bidding Documents, the following Works:
- e. Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f. We are not participating, as a Bidder, in more than one Bid in this bidding process in accordance with this RFP;
- g. We acknowledge and agree that WAJ reserves the right to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to us; and
- h. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder (Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid): \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed: \_\_\_\_\_ day of: \_\_\_\_\_



## 5.4. Letter of Undertaking

Reference name of the Offer/Contract: ("Contract")  
To: ("Bidder Name")

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present tender process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We undertake to comply with to local and applicable laws and regulations ratified by the Hashemite Kingdom of Jordan in implementing the project.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the Hashemite Kingdom of Jordan.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_  
Duly empowered to sign in the name and on behalf of: \_\_\_\_\_



## 5.5. Letter of Financial Proposal

[The Bidder shall prepare his Financial Proposal on a Letterhead paper specifying his name and address.]

Date:

Invitation for Bid No:

To:

We, the undersigned, declare that:

- a. We have examined the RFP, WAJ's Requirements, Bill of quantities and all related information including Addenda Nos. \_\_\_\_\_ issued in accordance with 1.10 - Documents Comprising the Bid ;
- b. We have understood and checked these documents and have ascertained that they contain no errors or other defects as identified in our Bid. We accordingly offer to design, execute and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract for the amount of \_\_\_\_\_ (exempted from taxes as indicated in this RFP) or such other amount as may be determined in accordance with the Contract;
- c. The discounts offered are acquired specifically for this RFP and approved by the offered solutions manufacturers.
- d. We are fully aware of the onus given in this Contract to compliance with performance requirements, of our obligations accordingly, and of our liability to WAJ in case we breach such obligations. We are fully aware of the implication of the performance damages regime set out under the Contract. We understand that, when entering to the Contract, WAJ relies on our representation that we have the necessary skills and experience for complying with those obligations;
- e. If our Bid is accepted, we commit to obtain a Performance Security in accordance with this RFP terms and conditions;
- f. We further undertake, together with WAJ, to jointly appoint the Dispute Board (DB) in accordance with the requirements of the Contract;
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract Agreement is prepared and executed;
- h. We acknowledge and agree that WAJ reserves the right to annul the bidding process and reject all bids at any time prior to Contract award without thereby incurring any liability to us; and
- i. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder (Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid): \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed:     day of:



## 5.6. Bid Security Form

Project Name: ..... Bid No: .....

To Messrs (WAJ): ...Ministry of Water and Irrigation - Jordan

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

- (a) The Bidder, without your agreement, withdrew his offer after the latest time specified for its submission or before the expiry of its period of validity specified by the tender subject of this bid security, or
- (b) WAJ awarded the Tender to ..... but ..... failed to sign the Contract, or
- (c) WAJ awarded ..... the Tender, but ..... failed to submit the Performance Guarantee.

Your demand must be received by us before the expiry of the Guarantee validity period determined by the tender subject of this bid security, after which, it shall be returned to us.

This Guarantee is subject to the laws in force in Jordan.

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

Authorized to sign: .....

Date: .....



## 5.7. Performance Security Form

To Messrs (WAJ): .....

We are pleased to inform you that our Bank: ..... has agreed to give a Financial Guarantee to the Bidder.....

In pursuance of Tender No. (        /        )

related to the Project: ..... for

An amount of: ( JD        ) .....

As a security for the execution of the Tender awarded to him in accordance with the Conditions listed in the Contract Agreement Documents.

We undertake to pay you right after receiving your first written demand the said amount or any part you demand notwithstanding any reservation or stipulation, provided that you mention the reasons for this demand that Bidder refused or failed to execute any of his duties in accordance to the Contract without any consideration to any objection or prosecution from the Bidder on the payment.

This guarantee shall remain valid from the date of its issuance until Taking-Over the completed Works in accordance with the Contract, which is initially to be on the ..... day of the month of ..... of the year of..... unless extended or renewed upon WAJ's request.

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

Authorized to sign: .....

Date: .....



## 5.8. Resources CV Template

Resource CV Format			
First name, last name		Years with company	
Title / seniority level		Years of experience	
Base location		Education qualifications	
Nationality		Professional qualifications	
Languages			
Reference project summary	Project 1 Client Name: Date: to	Project 2 Client Name: Date: to	Project 3 Client Name: Date: to
Reference projects narrative (max 300 characters per data field)	Project 1 Situation:  Contribution:  Results achieved:	Project 2 Situation:  Contribution:  Results achieved:	Project 3 Situation:  Contribution:  Results achieved:
Referee	[Insert contact details of a client from one of the above projects who can attest to the Bidder's capabilities and performance]		

We, the undersigned, certify that to the information, details, and any academic, technical, or vocal credential provided in the CV above correctly describe the employee's qualifications, his experience, and academic achievements and certification. We also are aware that any false information shall result in either disqualification of the proposal and if later was part of the implementation project, shall constitute sufficient ground for contract cancellation and penalties.

Employee Signature

Authorized Representative Name:

Signature



## 5.9. Bidder's Information

To be provided to all parties in any sort of business relationship.

Company Information	
Registered Name	
Jurisdiction of Incorporation	
Place of Registration (registration body, city, country)	
Legal Form	
Date of Incorporation	
Company / License Number	
<i>Attach the audit financial statements for the years as stated in the Instructions.</i>	

Contact Details	
<i>Please provide name and contact details of the assigned representative:</i>	
First Name, Last Name:	
Title:	
Address:	
City:	
Country:	
Postal Code:	
Telephone Number:	
Mobile Number:	
Fax Number:	
Email Address:	

Regional Presence	
Number of Offices in Jordan	
Number of Offices in Region	
Number of Offices Globally	
Number of Employees in Jordan	
Number of Employees in Region	
Number of Employees Globally	
Key Jordan/Region Clients (list up to 5)	1.
	2.



	3.
	4.
	5.

The Bidder shall attach original documents of:

1. All required documents required to prove the financial satiation of the Bidder including audit financial statements
2. Certificates, company registration, and supporting documents, specify types of documents:

List of Sub-Bidder(s)

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

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

Bidders shall submit an undertaking from each proposed sub Bidder to confirm that they have read, understand, and will comply with the requirements of these document.

### 5.10. Reference Projects

Provide below a list of all similar projects conducted in the past 10 years. Please use the following template for your response and place a letter "X" in the managed services columns to illustrate that the project is indeed of a similar scope. To be provided to all parties in the agreement, collaboration, or any sort of business relationship.

Client Name	Country	Similar Project Name	Start Date	End Date	Effort (man-months)	Referee Details (name, position, telephone, email)





			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	
			mm/yy	mm/yy	months	

In addition to the list of all projects, provide detailed reference information for 2 relevant client projects conducted within the past 10 years

Reference Project #				
Year	Country	Company	Duration	Project Size
<i>[Enter starting year of project as YYYY]</i>	<i>[Enter country name where project was implemented]</i>	<i>[Enter company name for which the project was implemented]</i>	<i>[Enter project duration in months]</i>	<i>[Enter project budget in Thousands of \$, JOD]</i>
YYYY				\$ Thousands
Contact Person		Project Title and Relevant Scope		
<i>[Enter the name, title, telephone number, and e-mail of an employee of the client company, whom YW may contact for reference information]</i>		<i>[Enter the project title]</i>  <i>[Indicate the relevant scope involved, classify work as structured in the workstreams]</i>		
Project Description				
<i>[Enter a short narrative of the project scope, methodologies used, and results achieved, max 200 words]</i>				

The Bidder shall attach experience certificates and supporting documents for each similar project.

### 5.11. Key Resource Similar Experience Form

For every expert listed and required in the RFP the following information are required

Expert Name		Role in Proposal	
Current Employer		Efforts in Working Days for this Proposal	

Reference Project Name/Title	
------------------------------	--



Project Brief	
Expert Reference Project Employer	
Country Where Project Has Been Performed	
Customer Name	
Customer Industry	
Customer Country	
Project Duration / Dates	
Expert Level of Effort / Working Days	
Expert Role	
Achievements and Impact Made by Expert	
What will the Expert be in charge of or deliver in the Proposal and Future Project	



## 5.12. Non-Disclosure Agreement

By

Company Name

Company Address

Company P.O. Box

Company City and Zip code

Company Country

Company Tel:

Company Fax:

Company Commercial Register

### RECITALS

a) This Agreement discusses certain matters in connection with the RFP requirements, referred to in this Agreement as the “Business Purpose,” which requires WAJ to disclose certain information to Company Name; and

b) In this Agreement, Company Name shall also be referred to as the “Eligible Bidder.”

THE ELIGIBLE BIDDER HEREBY AGREES THE FOLLOWING:

#### 1. Confidential Information

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

#### 2. Disclosure of Confidential Information

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

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

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

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



### 3. Title

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

### 4. Standard of Care

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

### 5. Return of Confidential Information

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

Any part of Confidential Information which consists solely of analyses, compilations, studies, or other documents prepared for WAJ and which the Eligible Bidder by agreement with WAJ does not return to WAJ will be destroyed by request of WAJ, and such destruction will be confirmed by the Eligible Bidder in writing. Should WAJ make such a request to return or destroy Confidential Information and the Eligible Bidder has acted in accordance with the request, then the Eligible Bidder will have no further responsibility for the Confidential Information and any work products developed based upon such Confidential Information referred to in the request.

### 6. Excluded Information

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

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

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

### 8. Entire Agreement and Severability



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

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

#### 9. Notices

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

#### 10. Additional Provisions

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

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

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

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

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

#### 11. Governing Law

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

#### 12. Representations and Warranties



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

### 13. Validity

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

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

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

On behalf of Company Name

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Signed

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Printed

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Title

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Date

End of RFP – Last Page