



THE HASHEMITE KINGDOM OF JORDAN
Ministry of Water & Irrigation
Water Authority of Jordan

المملكة الأردنية الهاشمية
وزارة المياه والري
سلطة المياه الأردنية

**Procurement of Spare Parts and
Equipment as response to COVID-19 Crises**

شراء قطع الغيار و
المعدات استجابة لأزمة كوفيد-19

**PROCUREMENT OF
STEEL PIPES + FITTINGS + FLOW METERS**

Contract No: 9/Supply-KfW/2021
BMZ No. 2019 68 999
KfW-Procurement Number 509202

February 2023

PROCUREMENT OF STEEL PIPES +FITTINGS + FLOW METERS

Volume I – Invitation to Bid and requirements

Volume II – Bill of Quantities

Volume I – Invitation to Bid and requirements

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1 Invitation for Bid

Hashemite Kingdom of Jordan Water Authority of Jordan Procurement of Spare Parts and Equipment as response to COVID 19 Crisis Contract No: 9/Supply-KfW/2021

The Water Authority of Jordan (WAJ) has received financing from German Financial Cooperation through KfW Entwicklungsbank (KfW) and intends to apply this funding to payments under the Contract for "Procurement of Spare Parts and Equipment as response to COVID-19 Crisis". More specifically, procurement of essential spare parts and equipment as an emergency measure in response to the COVID-19 crisis.

Therefore, the Water Authority of Jordan now invites sealed Bids from Bidders for the supply and delivery of the works specified under this contract. The bidding procedure adopted for this tender is National Competitive Bidding. This shall not exclude international Bidders with equivalent qualifications from participating.

Interested Applicants are invited to bid for the scope of works. The Bidder may select any number of Lots to bid for. Partial bids per Lot are not permitted and shall lead to exclusion.

Interested **eligible**¹ Bidders may obtain further information from:

The Water Authority of Jordan
WAJ Tender Department / Sixth Floor
Shemisani PO Box 5012
Amman 11181 Jordan
Tel: (962) 6 5680100,
Email: Rua_Alsoub@mwi.gov.jo

A complete set of bidding documents is available to interested Bidders and Documents in English and Arabic may be purchased and collected upon payment of a non-refundable fee of **JOD 250 (Two Hundred and fifty Jordanian Dinar only)** from **21/2/2023 to 9/3/2023** at (9:00 – 14:00). The method of payment shall be cash.

This document is written in both languages, Arabic and English. Should any difficulty or discrepancy of interpretation arise, the English text shall prevail.

Any questions regarding the Tender documents shall be sent to the Water Authority of Jordan, at the above address. All questions must be submitted in writing, fax or e-mail. No questions will be responded to if submitted through other means. All questions will be responded via addenda and will be sent to all Tenderers. All questions must be submitted and received no later than **12/3/2023**.

The submitted Bids shall be labelled on the outside with the name of the Bidder and the following:

Tender for	Procurement of Spare Parts and Equipment as response to COVID-19 Crisis, <u>Package Name</u> : Procurement of Steel Pipes +Fittings + Flow Meters
Delivery Address	The Water Authority of Jordan

¹ Refer to KfW Development Bank Eligibility Criteria in page 45

	WAJ Tender Department / Sixth Floor Shemisani PO Box 5012 , Amman 11181 Jordan Attn:.,Eng. Najwa Orabi/ Eng.Ru'a AlSoub
Not to be opened before 12:00 Noon 27.3.2023	

Bidders shall submit the envelopes required under (Section 5 Evaluation and Award) and delivered to the address indicated above on or before 12 noon local time, **27.3.2023**

The bid opening procedure and evaluation of the technical and financial envelopes are as described in (Section 5 Evaluation and Award).

Electronic bidding will not be permitted. Late submissions will be rejected.

The tendering shall be carried out in accordance with the KfW Procurement Guidelines, latest version, a copy of which is available for download from the KfW website. <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>

All Bidders shall furnish their bid with a bid security in accordance with the form provided in the tender documents The Purchaser shall reject any bid not accompanied with a bid security. Cheques are not permitted as an alternative for bid security.

A missing signed and stamped Declaration of Undertaking shall lead to exclusion.

Scope of Works

The scope is to supply the specified equipment and/or spare parts according to the requirements and specifications in this tender. The equipment and/or spare parts shall be delivered to the location provided in the Bills of Quantities for Water Authority of Jordan.

The Bidder shall be responsible for all procedures to procure, coordinate, enter the equipment and/or spare parts into Jordan and deliver them to the specified location. The Purchaser will provide the necessary confirmations for manufacturers if necessary.

The Bidder shall obtain all permits and licenses necessary to import the equipment and/or spare parts specified in the bills of quantity.

The Bidder shall be responsible for the specified equipment and/or spare parts up to delivery and acceptance. Only quantities delivered and handed over in good condition as specified will be accepted and paid for. Pursuant to Incoterm DDP (Delivered Duty Paid)

The Bidder shall provide its standard warranty against defects in manufacture, which shall not be less than 12 months.

The Supply duration shall not exceed **6 months from the date specified in the notification of award letter.**

Qualification and Responsiveness Requirements:

- 1) Company Registration**
- 2) Professional license**
- 3) Bid Security as specified in the invitation to bid and contract format**

The Purchaser shall reject a Bidder's qualification document that is not substantially responsive to the qualification requirements of this bidding document.

2 Technical Specification (المواصفات الفنية)

2.1 General Specifications

2.1.1 Potable Water Certification

All materials shall be certified for potable water use and certified as safe for transporting potable water by an independent testing laboratory.

All material in contact with or likely to come into contact with water for public supply shall comply with the requirements of BS 6920:2014 (suitability for non-metallic products for use in contact with drinking water) or any equivalent standard, as well as the Jordanian standard (JMS 286/2015), BS EN 15664:2010 (influence of metallic materials on water intended for human consumption), the World Health Organization standard (WHO). Whenever the regulation is changed it is the Bidder responsibility to ensure conformity with any newer requirements.

Potable water certificate submitted must be for the same batch delivered to WAJ, certificates must be in English.

2.1.2 Toxic Materials

All fittings, coating, sealing, and lining material shall be certified for potable water use and shall contain no ingredients that may migrate into the water in amounts that are toxic or otherwise dangerous for health. Pipes and pipeline components, including their protective coatings and joint materials, that will or may come into contact with potable water shall not constitute a toxic hazard, shall not support microbial growth, shall not cause taste or odour, cloudiness or discolouration of the water and shall contain no ingredients that may migrate into the water in amounts that are considered to be toxic or otherwise dangerous for health.

Nontoxicity certificate shall be provided in English.

2.1.3 Third Party Witness

2.1.3.1 General

The Bidder/contractor shall furnish an original certificate from a third-party inspection agency showing all test results and analysis required by the applicable standard according to which the materials have been manufactured. The third-party inspection agency shall under this contract, have witnessed the manufacture and testing operation to verify compliance with the technical specifications and the relevant standard. All certifications shall be from a third party, and the certification shall be valid and up to date, in English, and it must be shown in the certificate which batch is being tested to make sure that this certificate is for the right batch delivered to WAJ.

The third-party inspection agency shall verify that all materials used are eligible for the relevant standard production requirements. No material shall be accepted unless all type and batch release tests have been passed. The third party must clearly identify the material production date/code marked on the fittings, with each batch test performed.

The third-party inspection tests certificates shall include the following stages:

- During manufacturing
- Finalization
- Packing

The Bidder shall submit at least 3 different reputable third-party agencies, Bureau Veritas or equivalent, subject to the Purchaser's (WAJ) approval.

2.1.3.2 Steel Pipes Third Party Inspection

The pipes shall be tested in accordance with DIN 30670 for coating and coating materials and cathodic disbondment test shall be in accordance with ASTM G8.

2.1.3.3 Ball Valves Third Party Inspection

The Ball Valves shall be tested in accordance with EN 12266-1

2.1.3.4 Flow Meters Third Party Inspection

The Bidder is requested to provide in his technical offer three options for accredited international or local third party entities to perform the tests; the Purchaser will choose one of them to perform the needed inspections. If the Bidder includes local entities as options, preference will be given to the local entitle.

The Bidder is requested to call the chosen company to attend and witness the tests to be done at the manufacturer's testing premises, or any place the manufacturer chooses.

The main task of the third party is to ensure 100% complete matching between the product and what is required in the tender/contract documents in terms of standards, specifications, and conditions.

The course of inspection must include the following tests:

1. Static pressure test according to ISO 4064 clause 6
2. Error of indication according to ISO 4064 clause 5.8
3. Water hammer test according to section 2.6.8 of this document.
4. Visual inspection:

Randomly chosen samples will be physically inspected to ensure that the internal and external parts comply with the required specifications. The inspection shall cover materials, surface finishing, required markings, any damages, and packing.

5. Dimensions check

The meter total length (meter body + tailpieces) shall be 265 mm.

A sample (size specified in the table below) is to be randomly chosen by the third party representative for the above mentioned tests; these tests must be witnessed by the third party representative and attended by Four representatives of the Purchaser (one of them is a consultant representative) for each batch.

Acceptance/Rejection criteria for those tests

Each batch shall be tested randomly as per the table below. The relative errors (of indication) observed for each of the flow rates shall not exceed the maximum permissible errors specified in section 2.6.4.

Test	Test Sample Size	Acceptance Criteria
Static pressure	1% of each production batch	97% minimum of tested meters shall pass the test
Error of indication	1% of each production batch	97% minimum of tested meters shall pass the test

If more than 3% of the tested meters did not pass the test, then a 2nd test shall be performed for an additional 1% of the ordered quantity. If a minimum of 97% of the tested samples in the 2nd test pass, then the whole quantity will be accepted. In this case, a penalty that is equal to the following equation shall be applied:

(Number of failed meters (1st test + 2nd test)/Sample size (1st test + 2nd test))*Batch size

Note: This penalty can be accepted as additional water meters or money reduction of the invoice.

If more than 3% of tested meters did not pass the test at the 2nd Stage, then the whole batch shall be rejected. Visual inspection and dimensions shall completely comply with the requirements of this tender document.

Failure to achieve these criteria shall result in rejecting the whole batch. The Bidder shall provide a new batch, and all the above procedures shall be repeated.

The Purchaser's representatives have the right and authority to object or reject at any stage of testing and inspection. A written letter of the objection shall be sent to the third-party entity, and evidence to the contrary of any issues shall be provided, and if needed, the tests shall be repeated.

The Bidder is requested to inform the Purchaser in written of the production time schedule and testing time, duration, and location in advance allowing enough time (not less than 5 weeks) for travel arrangements.

The Bidder shall bear all costs of inspection including (fees of third party, all travelling and accommodation).

The Bidder shall provide the Purchaser with full reports and results of all tests performed during this inspection, for the performance tests specified above the report format shall be according to Test Report Format OIML R 49-3 Edition 2009 (E).

The Purchaser may require the Bidder to carry out any test and/or inspection not required by this Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications and standards under this Contract, provided that the Bidder's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to this Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Bidder's performance of its other obligations under this Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

The goods shall be inspected before each shipment; the Bidder is requested to call the chosen third party Company to attend and witness the inspection to verify quality, quantity, packing, and marking.

2.1.4 Packing and Documents

2.1.4.1 General

The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their named place of destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' named place of destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with the following label.



2.1.4.2 Packaging

- All material must be packed in such a way to allow instant use on site without additional cleaning.
- All material shall be securely packed in crates and boxes to prevent damage during delivery. The cost of packing shall be deemed to be included in the Contract Rates and crates will not be returned.
- The fittings shall be supplied in separate boxes together with any associated small items, such as bolts and gaskets.

2.1.4.3 Handling and Transportation

- The cost of packing shall be included in the Contract rates.
- All materials shall be securely packed in crates or boxes for protection against damage during transportation.
- All plain ends shall be adequately protected by straw rope secured in place by binding wire or strap. None of the packing shall be returned. The materials supplied shall be of the appropriate grade and quality and shall be adequately protected against the climatic conditions in the Middle East, specifically Jordan.
- All plastic materials shall be protected from direct sunlight and appropriate coverings supplied for use at the delivery and storage areas.

For Flow Meter:

- Each meter and its accessories shall be supplied in separate individual box and packed in a captive form.
- Screwed threads of meter ends shall be protected by plastic cap and other suitable materials covering the entire length of threads.
- Each meter shall be packed in a box containing 10 meters max.
- All meters shall be adequately protected for the whole period of transport and storage against corrosion and accidental damage. The vendor/manufacturer shall be held responsible for the water meters and ensure that it reaches WAJ store intact and undamaged. Meters shall be packed to withstand rough handling during transportation and all packages shall be suitable for storage.
- All packages shall have an indelible identification mark corresponding to the packing list.

- Maters shall be protected from exposure to sun light and against the effect of windblown sand and humidity from place of manufacture until delivery to WAJ warehouse.

2.1.5 Identification

The Bidder shall be responsible to ensure that each separate item, crate, or package has permanently attached to it, in a conspicuous position, an identification plate of weather - resistant material on which are engraved or stamped.

- The Manufacturers Name
- Contents Description and Quantity
- Serial Number or Reference Number Identifiable on the Delivery Note and Cross Referenced to the Purchase Order Item References.
- Weight

The shipment containers shall be marked with the following address.

WAJ

Tender Number – variable

In addition, the container shall be marked with the following information.

- Total gross weight
- Total net weight
- Packing list reference number

2.1.6 Marking

2.1.6.1 General

All material shall be legibly and durably marked and shall bear at least the following information.

- The manufacturer's name or mark
- The identification of the year of manufacture
- The identification as ductile iron
- The DN
- The PN rating of flanges when applicable
- The reference tops this standard
- The class designation of centrifugally cast pipes when other than K9
- Third party
- Tender Number
- Water," to indicate that pipes or fittings are intended for potable water"
- WAJ

2.1.6.2 Flow Meters:

Each meter shall be marked on the casing or display with the following information:

- At least one arrow to indicate the direction of flow.
- Nominal thread size. (If applicable)
- Metrological Class and Permanent flow rate in m³ per hour.

- Working Pressure.
- Pressure head loss (Δp)
- Model identification.
- Year of manufacture.
- Serial number.
- Approval or registration number.
- Manufacturer's name.
- Initials of WAJ LLC permanently affixed on the meter case.
- Tender number.

In case not indicated differently the information shall be cast onto the body or engraved on the lid or painted onto the counter housing or otherwise suitably marked.

2.1.7 Documents to be provided at the Time of Tender

2.1.7.1 General

- Conformity to Standard certificate from third party.
- Potable water certificate
- Quality assurance certificate (ISO 9001).
- Internal Quality System.
- Traceability System: The Bidder shall submit the manufacturer's method to keep records and trace of the manufactured fittings, to ensure the capability of returning to the records of the manufactured items in case any manufacturing defaults occurs after the installation.
- The Bidder shall provide test certificates from the manufacturer's internal quality control.
- The Bidder shall provide and submit detailed technical specifications and catalogues for the items to be supplied under this contract.
- All above documents must be valid and in English.

2.1.7.2 Water Meters

- Conformity to Standards certificate from a certified third party.
- Certificate to show that the product can be used safely for potable water.
- Manufacturer experience certificates; a certificate from the manufacturer (self-declaration) that he has at least 5 years in the field of mechanical water flow meters.
- Quality assurance certificate (ISO 9001).
- Internal Quality System.
- The Bidder shall supply full technical specifications and catalogues in addition to compliance sheet for the items to be supplied at the time of tender.
- Method of traceability system followed by the manufacturer.
- Endurance test certificate from Model Approval Program (MAP) for Water Meters or equivalent.
- Certificate and test results for number of samples to be assigned by a chosen accredited certified international laboratory. Certificates and test results (back dated not exceeding (3) Three months) to be submitted with the offers, and shall include the following tests:
 - Static pressure test according to ISO 4064 clause 6

- Error of indication according to ISO 4064 clause 5.8
- Water hammer as described in section 2.6.8

2.1.8 Testing after Delivery

The Consultant together with the Bidder shall select random samples from the batch delivered to site and the samples shall be subjected to acceptance tests carried out by the Royal Scientific Society, or similar accredited authority. The test shall confirm the materials are manufactured according to the standards mentioned in the specifications. The following shall be tested:

- 1- Hydrostatic Pressure Test
- 2- Hardness Test
- 3- Tensile Strength Test
- 4- Elongation Test
- 5- Measurement and Weight
- 6- Test of cement mortar lining
- 7- Test of Coating material

All certificates shall be submitted in English language.

The Contract price shall include the testing before and after delivery.

In case the test is destructive to the sample(s), the Bidder is responsible for supplying extra quantity to compensate the samples destructed by this test, and the amount listed in the BoQ is the net amount to be delivered excluding the test samples. The number of samples are:

Item	Total Quantity	Quantity to be tested	Unit
Steel Pipe 4" 3LPE	6,300 m	3	Pipe
Steel Pipe 6" 3LPE	4,500 m	2	Pipe
Steel Pipe 8" 3LPE	1,800 m	1	Pipe
Ball Valve 2"	450	3	no.
Mechanical Flow Meter size (2")	45	1	no.
Mechanical Flow Meter size (1")	45	1	no.
Residential Mechanical Flow Meter (1/2")	9,000	9	no.

2.1.9 Documents to be provided upon Delivery

The Bidder shall submit at least the following documents:

- Certificate of origin.
- Packing list
- Third Party inspection reports from a third party (inspection including all the tests required in the standard)
- Any other documents requested by the PEA/Consultant and the hand over committee

All above documents must be valid and in English.

2.2 Particular Specifications for Steel Pipes

1. The pipes shall be in accordance with { API-5L, Grade of steel X42 } or { DIN EN 10255:2004 + A1:2007 } , high-tensile, longitudinally, or spirally welded steel pipes.
2. Wall Thickness and Test pressures shall be as follows:

Nominal dia. (ND) inch.	Outside Diameter (inch)	Thickness (mm)	Test Pressure (kg/cm ²)
4"	4 1/2"	5.4	134
6"	6 5/8"	5.4	133
8"	8 5/8"	5.60	110

3. Working Pressure: maximum nominal pressure of all pipes shall not be less than 40 bar
4. Average Length: the acceptable lengths are 6 meters or 12 meter pieces
5. Beveled Ends: end of pipes shall be calibrated and beveled by 30 Degrees ± 5 degrees for electric fusion butt welding
6. Internal Lining and external Coating:
 - The pipes shall be clean and free from scale, loose rust, oil, etc by acid picking, abrasive shot blasting, all in accordance with BS 7079-0
 - Adhesion test for lining and coating shall be in accordance with BS EN 10224
 - Internal lining for pipes up to 32" Nominal Diameter shall be cement lined according to AWWA – C.205 or BS EN 10224
 - Zinc galvanization (hot dip) according to DIN EN 10255:2004 + A1:2007, which shall be odorless and tasteless, suitable for the passage of chlorinated potable water. Safe chlorination 0-3 p.p.m Cl₂.
 - Non-toxic fusion bonded epoxy according to AWWA C213-22 for interior and exterior of steel water pipes.
 - Lining shall be suitable for drinking water. Nonmetallic product for use in contact with potable water in contact with human beings shall be in accordance with BS 6920
7. External Coating:
 - All steel pipes up to 32" ND shall have an external coating in accordance with DIN 30670, the coating shall be polyethylene coating 3 Lpe layer. Designation Reinforced sheathing (V)
 - The polyethylene sheathing shall be applied at the manufacturer's plant extruded and melted on and homogenous to steel pipes with API 5L-X42 for buried installation. Between the polyethylene sheathing and the steel pipe, there shall be an adhesive film which is applied electro-statically.
 - The polyethylene sheathing shall be made continuous extrusion and the adhesive film shall be firmly bonded to the steel surface. The coating shall be spark-free when tested with a Holiday detector at 25,000 volts. The minimum coating thickness shall be 3.0 mm for pipes of nominal diameter up to 20" and 3.5 mm for 24" diameter pipes
 - The polyethylene coating shall be capable of operating at a continuous temperature up to 50 C without side effects on coating or bonding.
 - The polyethylene adhesive shall stop at a distance of 150mm plus the insertion length of the spigot side and 150 mm for the socket end.
8. All welded and flanged joints of steel pipes shall be protected with the same coating material

9. Each pipe piece shall be equipped with thermal shrinkable joint/sleeve.

2.3 Ball valves

1. Pressure rate for nominal size 2" is 16 bars or higher.
2. Completely clear of the waterway when valve is full open, permitting a "full flow" thru the valve equal to the nominal pipe diameter.
3. They shall comply with (European Standards) EN latest revision.
4. All valves shall be certified for potable water use, and all valves and their accessories shall be certified as safe for being use for potable water by an independent testing laboratory. All material in contact with or likely to come into contact with water for public supply shall be introduced with the requirements of BS 6920 (suitability for nonmetallic products for use in contact with drinking water) or any equivalent standard and the requirements of EN 15664 (influence of metallic materials on water intended for human consumption) or any equivalent standard as well as the Jordanian standard (JS 286/2008) and the World Health Organization standard (WHO), and whenever the regulation is changed it is the Bidder responsibility to ensure conformity with any new requirements.
5. Materials:

Part name	Material
BODY	Stainless steel EN 10088-3-2, Nickel or Chrome-Plated forged brass. EN 12165:2011 EN 1982
BALL	Stainless steel EN 10088-3-2, Brass, EN 12165:98
STEM	BRASS, DIN EN 12164:98 CW 617N.
SEAT	PTFE
GASKET	PTFE Or NPR
HANDLE	CARBON STEEL SHEET, PVC INSULATED
HANDLE NUT	CARBON STEEL
HANDLE SLEEVE	VINYL GRIP

6. Design: Full bore ball valve, two piece design, double female threaded in accordance with BS EN 10226-1:2004, BS EN 10266-2:2005, BS EN 102260-3:2005, Lever operated.
7. Coating: Applicable for potable water
8. Testing after delivery: refer to section 2.1.8

2.4 Technical Specifications for Water Flow Meters and Spare Parts

General

All certificates (approval certificates, manufacturer experience certificates, etc) must be submitted for the same place/factory where the meters to be manufactured.

2.4.1 Scope of Application

The water meter will be used for measuring and billing of residential and non-residential consumption of the WAJ water subscribers. The supply of the water meters shall include all the necessary accessories for installation and operation. The water meter will be used for the measurement of chlorinated potable cold water.

Ambient Conditions

All the water meters and accessories shall be in every respect suitable for storage, use and operation in the conditions of temperature, humidity, and the pH and water quality appertaining in Jordan.

Atmospheric temperature in Jordan varies between -15°C and 60°C.

Working Pressure

The water meter shall be able to withstand a working pressure of not less than 16 Bars.

2.4.2 General Application

All water meters and accessories supplied under this Contract must be of first quality, free from scale, lamination, honeycombs and other defects, and shall be designed to withstand the stated pressure and temperatures.

The Contract shall include the supply, delivery to and unloading into the warehouse of WAJ, of all water meters and accessories. Delivery and unloading shall take place within the working hours of the Purchaser.

All water meters and accessories shall belong to a class, which can withstand the max. Pressure, they will attain in service including any surge pressure.

The ends of water meters to accommodate coupling shall be faced and sized to the tolerances recommended by the manufacturer of the coupling.

Coupling (tail pieces), if applicable, shall be provided with gasket to give a true angle of 180° to the center line of the coupling or fitting.

Before being dispatched from the place of manufacture the ends of the water meters, shall be suitably capped and covered to prevent any accumulation of dirt or damage.

2.4.3 Reference to Standards

In general, the relevant ANSI/AWWA, ISO or EN standards shall be applied. Reference to any other national standard or publication in these Specifications is intended to indicate general configuration, type and quality only.

The following general standards shall apply in addition to those especially indicated in the other chapters of the Technical Specifications.

Standard	Description
ISO 4064-1 - 2014	Measurement of water flow in closed conduits – Meters for cold potable water – Metrological and technical requirements
ISO 4064-2 - 2014	Measurement of water flow in closed conduits – Meters for cold potable water – Test methods
ISO 4064-3 – 2014	Measurement of water flow in closed conduits – Meters for cold potable water – Test report format

All supplied water meters shall conform to the latest version of OIML R49 – Standard

2.4.4 Application Materials

Only the best quality and types of materials shall be used, which shall be suitable for the purpose intended. Unless otherwise specified, materials shall be selected by the Bidder but subject to Purchaser's representative's approval.

The materials shall be approved both mechanically and chemically to the operating conditions. In connecting units they shall be mechanically, chemically and electro – chemically compatible with one another and with the environment.

Materials shall be selected to have adequate resistance against abrasion and corrosion, where necessary protective coating and lining shall be applied.

Materials in contact with the water shall be non-toxic and shall not affect the quality of water.

The Bidder shall provide an analysis of the materials of manufacturer when requested to do so by the Purchaser's representative.

For certain items specific materials are required as nominated in these specifications in such case, no alternative material will be accepted.

2.4.5 Characteristic Flows

The range of measured flow rate is subdivided into different ranges, the limits being defined by the following characteristics:

Flow Rate, Q

Q = Quotient of the actual volume of water passing through the water meter and the time taken for this volume to pass through the water meter.

Starting Flow Rate, Q_{0+}

Q_{0+} = Starting flow rate; below this flow rate the register will not show any reactions. (Increasing flow condition)

Minimum Flow Rate, Q_1

Q_1 = Lowest flowrate at which the water meter is required to operate within the maximum permissible error.

Transitional Flow Rate, Q_2

Q_2 = Flowrate which occur between the permanent flowrate Q_3 , and the minimum flowrate Q_1 , that divides the flowrate range into two zones, the upper flowrate zone and the lower flowrate zone, each characterized by its own maximum permissible error.

Permanent Flow Rate, Q_3

Q_3 = Highest flowrate within the rated operating conditions, at which the water meter is required to operate in a satisfactory manner within the maximum permissible error. Flowrate is expressed in m^3/h or l/h .

Overload Flow Rate, Q_4

Q_4 = Highest flowrate at which a water meter is required to operate, for a short period of time, within its maximum permissible error, whilst maintaining its metrological performance when it is subsequently operated within its rated operating conditions.

Falling Flow Rate, Q_0 .not in accordance with Recommendation OIML R 49

Q_0 = Falling flow rate; below this flow rate the register will not show any further reaction. The meter stopped registering any flow. (Decreasing flow condition)

2.4.6 Warranty

The Bidder shall submit:

1. Two (2) years defect liability period for all items covered by a bank guarantee equal to 5% of the contract amount for each Lot, and to be valid for two (2) years from the accepted delivery date.
2. 3 years professional liability warranty for the performance (covered by a commitment letter from the Bidder and manufacturer)

Defect item/items, is/are to be replaced free of charge including cost of return, delivery, customs, and taxes (if applicable)

2.4.7 Traceability System

At the time of tender, the manufacturer shall clearly mention the method by which he can keep records and trace of the manufactured water meters and accessories to ensure the capability of going back to the records for the manufactured items in case any problems accrue after the installation.

2.4.8 Supply & Quality of Materials

All materials supplied shall be subject to the Engineer's approval as following:

- Approval of the "master list" provided by the Bidder for all supplies and certified by the Engineer prior to shipment.
- Pre-shipment inspection and certified quality and quantity of the supplies must be approved including verification of all shipment documents. A pre-dispatch inspection by the third party shall be done in the factory prior to supply to WAJ stores.
- Inspection and approval of all supplied materials on arrival on site, of quality and quantity by the Purchaser taking over committee. And these activities will not cancel any test deemed to be necessary to verify that the characteristic and performance of the goods comply with the technical specifications and standard under this contract.

All information and specification relating to products and materials proposed for this Contract, must accompany each tender submission.

2.5 Water Flow Meters Specification (1" and 2")

The mechanical water meters shall comply with respectively ISO 4064, OIML R 49 or equivalent ANSI/AWWA Standard.

The manufacturer must be ISO 9001:2008 series or equivalent certified.

2.5.1 Dimensions

- Diameter: as specified in the bill of quantity.
- The water meter dimensions shall be preferably a per IOS 4064-1.

2.5.2 Configuration

The water meter shall be compact version.

2.5.3 Totalizer

1. It shall be straight reading type.
2. The totalizer shall register in cubic meter units.
3. The totalizer shall be set at 0 (Zero).

4. The totalizer shall consist of a row minimum of six on-line consecutive digits to read at least 999,999 m³. (Nine hundred ninety-nine thousand, nine hundred ninety-nine m³), in addition to dials to register the liters. It is preferred that the totalizer to be consisting of a row minimum of eight in-line consecutive digits to read at least 999,999.99 m³ (Nine hundred ninety-nine thousand, nine hundred ninety-nine m³, and ninety nine percent of m³).
5. Totalizer must be capable of being tested using an electronic test bench.
6. The totalizer shall be equipped with integrated measurement pulse outputs as standard.

2.5.4 Flow Rates

Meter size (inch)	1"	2"
Meter size (mm)	25	50
Nominal flow rate Q_n (m ³ /hr) >=	6	30
Maximum flow rate Q_{max} (m ³ /hr) >=	7	50
Minimum flow rate Q_{min} (l/hr) <=	40	1000
Transitional flow rate Q_t (l/hr) <=	70	2000

General performance and accuracy shall be as indicated below. The range of measured flow rates is subdivided into 3 reaches, the limits being defined by the following rates:

- Q_{min} = Lower limit of the measuring range, the error shall not exceed +/- 5%.
- Q_t = Limiting flow rate for increased accuracy of registration.
- For flow rates above Q_1 the error shall not exceed +/- 2%.
- Q_n = Nominal flow rate for continuous or intermittent function of the water meter.
- The error at Q_n shall not exceed +/- 2%.
- Q_{max} = Maximum flow rate at which the meter may function for limited time without damage, without exceeding a metering error of +/- 2% and without exceeding the permissible head loss.

2.5.5 Design Conditions

- Water working temperature: 0.1°C up to 50°C.
- The nominal working pressure is not less than 16 bars.
- Pressure loss through the water meter shall not be greater than 0.63 bar.

2.5.6 Meter Design and Performance

- The water meters shall be of the dry dial type, with rotary vane or turbine, magnetic coupling, and waterproof encoded gear trains and register. The inlet and outlet shall have common axis.
- Register shall have the capability to produce and transmit a signal (Pulse) in order data logger or any telemetry system such as (SCADA).

- Registration shall be by direct digital counters, with the single pointer to show the smallest measurements. The pointer shall move in clockwise direction.
- Dials shall register so as to permit accurate readings of 0.05% of the nominal discharge.
- Meters shall have a modular design, consisting of an outlet case and separate measuring chamber. The measuring chamber shall be removable and rapidly exchangeable without removing the body.
- Rotors: The measuring impellers, vanes or rotors for all meters shall be polypropylene, nylon, hard rubber or other suitable engineering polymer and shall be mounted on a horizontal axis in the center of the measuring element with rotation of the turbine to the register by means of magnets.
- Register Housing: Hermetically sealed register.
- The register housing shall be constructed of (a suitable engineering polymer) /(bronze) and provide full protection of the register assembly.
- Register assemblies shall be secured to the main case in a tamper resistant fashion to prohibit unauthorized removal. Seal screws, tamperproof screws, or locking devices are acceptable.

2.5.7 Connections

Threaded or flanged as below:

For DN \geq 2"

The connection must be Flanged according to ISO 4064 equivalent ANSI/ AWWA Standard.

For DN < 2"

The connection must be threaded end union and non-return valve must be supplied with the meter according to ISO 4064 equivalent ANSI/ AWWA Standard.

2.5.8 Water Meter Body (Housing)

For DN \geq 2":

The water meter housing shall be epoxy coated cast iron, epoxy coated ductile iron, 304 Stainless Steel All external bolts and nuts are made of stainless steel.

For DN<2": The water meter housing shall be made of brass.

2.5.9 Delivery Conditions

- All meters must be calibrated and sealed.
- Meters must be supplied including:
 - One set of Klinger seal gaskets. The gaskets for joints shall be of rubber or adequate materials, with a minimum thickness of one and a half (1.5) mm.
 - Rubber ring gaskets shall be a vulcanized natural or synthetic rubber material. Reclaimed rubber must not be used.
 - Internal non-return valve for DN <2" and Flanges for DN \geq 2"
 - Any specific tools, equipment, software's or materials needed for the programming, calibration and installation shall be delivered within the package in sufficient quantities with a rate not less than 1/2000 meter and included in the price of the meter.

2.5.10 Factory Warranty

- Defect liability period and amount: refer to Warranty Section.
- Separate warranty documents shall be submitted upon delivery.

- UNION (For DN<2")

Description

Two threaded tail pieces unions shall be used to couple the water meter inlet and outlet to water lines supply and delivery. Each Union shall consist of: Coupling nut with holes for sealing wires, gasket and 2 tail pieces.

The union size shall be suitable to fit the customer meter and house connection threaded size.

The union shall be a rotating nut for connecting the meter sides. The tail pieces shall have male thread in accordance with BSP-2I thread for connecting the meter with the supply and deliver pipelines.

Material: Brass or Bronze.

Size: Both unions shall conform with ISO 228- I standards for threaded and meters.

Working Pressure: The working pressure shall be not less than 16 Bars.

2.6 Water Flow Meters Specification (1/2")

The meter will be used for the measurement of cold, chlorinated potable water.

The meter mechanism shall be velocity, dry, magnetic drive, multi-jet type domestic water meters of 1/2" nominal size. The meter shall be class B or C. The meter shall conform to ISO 4064 standards or OIML R 49 or BS EN 14154 or equivalent.

2.6.1 Material

- The water meter and accessories shall be manufactured from materials of adequate strength and durability.
- The meter lower & upper cases, and threaded end connections shall be made of brass or bronze alloy.
- All materials which come in contact with water shall withstand 2PPM (parts per million) of chlorine residual in the water, and shall be resistant to corrosion
- The materials, which come in contact with water, shall not create a toxic hazard, shall not support microbial growth and shall not give rise to unpleasant taste or discoloration in the water supply.
- The spindle and bearings shall be made of stainless steel and sapphire.

2.6.2 The Totalizer and Totalizer Shield

The totalizer shall be designed in such a way that if the totalizer protective glass is broken for a reason or another the totalizer can't be removed from its place.

If the totalizer is an open type, then the totalizer protective cover shall be made of sturdy glass and shall have a thickness not less than 5 mm, while if its closed type the glass or the plastic shall be scratch resistant.

The totalizer shall have the following specifications:

1. It shall be straight type.
2. The totalizer shall register in cubic meter units.
3. The totalizer shall reset to 0 (zero) at 100,000m³
4. The totalizer shall consist of a row of at least five on-line consecutive digits to read 99,999m³ (Ninety-nine thousand, nine hundred and ninety-nine m³).
5. Other registers(s) or dial(s) shall register flows in liters and fractions, the liters register(s) shall be of a different color.

6. The totalizer shall be dry so that potable water shall not reach the internal parts of the totalizer gears or dials.
7. The pivot of impeller chamber shall be guaranteed against any corrosion or damage, for at least three years after first installation.
8. The totalizer can be closed or open:
 - Open type: shall be capable to be repaired and the chamber is preferred to be made of bronze or brass.
 - Closed type: it shall be properly protected.
9. The totalizer shall be capable of being tested using an electronic test bench.

2.6.3 Working Pressure and Temperature

1. Working pressure shall not be less than 16 bars.
2. Pressure loss through the water meter shall not be greater than 0.63 bar.
3. The meter form water temperature class is T30, and ambient temperature up to 50°C.

2.6.4 Flow Rates and Accuracy

CLASS B

- Metrological class" R (80 - 100), Q3 2.5". All meters must have MID approval (R 80 - 100) and declaration of conformity.
- The water meter shall be capable of registering flow conditions according to table.

- Max. Permissible error at Q1:	< ±5 %
- Max. Permissible error at Q2:	< ±2 %
- Max. Permissible error at Q3:	< ±2 %
- Max. Permissible error at Q4:	< ±2 %

OR Metrological Class B as following requirements:

Nominal flow rate (Qn)	1.5 m ³ /hr	Max. Permissible error < ±2 %
Maximum flow rate (Qmax)	3 m ³ /hr	Max. Permissible error < ±2 %
Minimum flow rate (Qmin)	30 L/hr	Max. Permissible error < ±5 %
Transitional flow rate (Qt)	120 L/hr	Max. Permissible error < ±2 %

CLASS C

- Metrological class" R (160), Q3 2.5", all meters must have MID approval (R 160) and declaration of conformity.
- The water meter shall be capable of registering flow conditions according to table.

- Max. Permissible error at Q1:	< ±5 %
- Max. Permissible error at Q2:	< ±2 %
- Max. Permissible error at Q3:	< ±2 %
- Max. Permissible error at Q4:	< ±2 %

OR Metrological Class C as following requirements:

Nominal flow rate (Qn)	1.5 m ³ /hr	Max. Permissible error < ±2 %
Maximum flow rate (Qmax)	3 m ³ /hr	Max. Permissible error < ±2 %
Minimum flow rate (Qmin)	15 L/hr	Max. Permissible error < ±5 %
Transitional flow rate (Qt)	25 L/hr	Max. Permissible error < ±2 %

2.6.5 Meter Length

The meter length shall be 165 mm.

The meter total length (meter body + tailpieces) shall be 265 mm.

2.6.6 Meter Internal Strainer

The meter shall be equipped with Internal strainer of at least 12 holes/cm² and not more than 18 holes/cm² at the flow inlet to the meter.

2.6.7 Meter Sealing

- The meter shall be sealed by the manufacturer upon the delivery and shall be provided with a hole for sealing the meter with the service valve on the inlet side of the meter.
- The sealing material shall be stainless steel wire, 1.1 mm thick and aluminum seal.

2.6.8 Water Hammer

The meter shall be protected against water hammer, so its accuracy not to be affected. The meter shall be tested as follows:

- Test Conditions:
 - 5 meters are tested separately after all other tests are finished.
 - The test shall be performed under 4 bar pressure.
 - The test shall be performed under two flows by passing 100 liters for each flow:
 - 1500 l/hr
 - 95 % of Q4 (Qmax)
 - Two valves shall be mounted, one before and one after the meter.
- Test procedures.
 - After passing 20 liters, the meter shall be subjected to a sudden closing and opening of a valve mounted before or after it. If the meter shows no visible stalling due to the surge, a maximum of 4 additional interruptions by sudden opening and closing the valve are attempted.
- Test result.
 - For a meter to pass this test, it is required to maintain ±3% accuracy.
 - This criteria of ±3% applies to each of the 5 meters tested, and at both flowrates. A failure for any of the 5 meters to pass this test results in discarding the whole batch.

2.6.9 Certificates, Documents and Samples

1. Documents and samples to be submitted in the tendering process: Type approval certificate issued by a certified third-party institution. Certificate(s) must be in English. If the certificate(s) are in any other language, a certified translated copy shall be attached along with the original.

- Durability or wear test certificate.
- Letter of authorization from the manufacturer.
- Certificate of conformity to potable water uses.
- Product catalogue and data sheet.
- Compliance sheet.
- Certificates and test results (back dated not exceeding (3) Three months) for number of samples to be assigned by the chosen accredited international certified laboratory.
- 5 samples of water meters.
- The manufacturer shall provide a price list of spare parts that will be needed within five years of delivery of meter.

2. Documents to be submitted upon delivery of shipment:

- CIF Insurance for the material to be shipped.
- Manufacturer's or Bidder's warranty certificates.
- Inspection certificate, issued by the third party, and Bidder's factory inspection report.
- Certificate of origin.
- Packing List.

2.6.10 Accessories:

The following accessories must be supplied with water meters upon delivery:

1. An internal strainer of at least 12 holes/cm² and not more than 18 holes/cm² at the flow inlet to the meter.
2. Internal non-return valve.
3. Special tools, if any, for dismantling and maintenance of quantity calculated at the ratio of 1/1,000 from the ordered meters.
4. Two threaded tailpieces which shall conform to BS 21 or ISO 228-1 standards.
5. The sealing material shall be stainless steel wire, and aluminum seal.

2.7 Spare Parts for 1/2" Residential Mechanical Flow Meter

Bidders **must provide samples of the required spare parts for the Flow Meters** and deliver them to the Water Authority of Jordan to ensure that they comply with the required specifications before supplying the entire quantities mentioned in the Bill of quantities.

Bidders willing to obtain more information on the spare parts for the Flow Meters before supplying samples should refer to the Water Authority of Jordan, the Metering Department, to view the specifications of the required spare parts.

3 Technical Schedules (الجداول الفنية)

Please fill in the following technical schedules with the specification of the offered items.

Lot 1

Steel Pipes	
Parameter	Offered Specification
Manufacturer	
Country of Origin	
Manufacturing Warranty 12 months	
Potable water Certificate BS 6920:2014	
Non-toxic material Certificate JMS 286/2015 OR EN 15664:2010	
Third Party Witness and Certification of the Manufacturer	
Quality Assurance Certificate ISO 9001	
pipes shall be in accordance with {API-5L, Grade of steel X42} or { DIN EN 10255:2004 + A1:2007}, high-tensile, longitudinally, or spirally welded steel pipes	
Wall Thickness and Test pressures as specified in section , Item 2.	
maximum nominal pressure of all pipes shall not be less than 40 bar	
lengths are 6 meters or 12 meters pieces	
Beveled Ends: end of pipes shall be calibrated and beveled by 30 Degrees ± 5 degrees for electric fusion butt welding	
Internal lining as specified in section , Item 6.	
External Coating as specified in section , Item 7.	
Technical Catalogues for pipes	
Delivery Period (6 months)	

Ball Valves	
Parameter	Offered Specification
Manufacturer	
Country of Origin	
Manufacturing Warranty 12 months	
Potable Water Certification	
Quality Assurance Certificate ISO 9001	
Pressure Rating >= 16 bars	

Body (Nickel or Chrome-Plated forged brass Acc. to BS EN 12165:2016 + BS EN 1982:2017- TC)	
Ball (Brass, BS EN 12165:2016)	
Stem Brass, DIN EN 12164 CW 617N.	
Seal PTFE	
Gasket PTFE	
Handle Carbon Steel Sheet, PVC Insulated	
Handle Nut Carbon Steel or Brass	
Double female threaded in accordance	
Lever operated	
Technical Catalogue for Ball Valves	
Delivery Period (6 months)	

Lot 2

Flow Meters 1" & 2"	
Parameter	Offered Specification
Manufacturer	
Country of Origin	
Manufacturing Warranty 12 months	
Potable Water Certification	
Quality Assurance Certificate ISO 9001	
Comply with specifications in section 2.5	
Technical Catalogue for Flow Meters	
Delivery Period (6 months)	

Flow Meters 1/2"	
Parameter	Offered Specification
Manufacturer	
Country of Origin	
Manufacturing Warranty 12 months	
Potable Water Certification	
Quality Assurance Certificate ISO 9001	
Comply with specifications in section 2.6	
Technical Catalogue for Flow Meters	
Delivery Period (6 months)	

Lot 3

Spare Parts for 1/2" Residential Mechanical Flow Meter	
Parameter	Offered Specification
Manufacturer	
Country of Origin	
Manufacturing Warranty 12 months	
Comply with WAJ requirements (see section 2.7)	
Delivery Period (6 months)	

Lot 4

Spare Parts for 1/2" Residential Mechanical Flow Meter	
Parameter	Offered Specification
Manufacturer	
Country of Origin	
Manufacturing Warranty 12 months	
Comply with WAJ requirements (see section 2.7)	
Delivery Period (6 months)	

4 Evaluation and Award إجراءات التقييم وإحالة العطاء

4.1 General

1. The Bidders shall submit **two sealed envelopes simultaneously**, one named technical and the other named financial, enclosed together in an outer single envelope and delivered to the address indicated in the invitation to bid. **The Bid Security shall be in the in the Technical Envelope.** The offer shall be **valid for acceptance ١٢٠ days** from the date of submitting the offer. The bid security shall be valid for 162 days from the date of bid submission.
2. The Bidder shall submit one original and one copy (hard copies) of the documents mentioned in point 1 to WAJ Tender Department / sixth floor in a sealed envelope to the defined address in the invitation to bid. Additionally, the Bidder is requested to submit a soft copy of the technical proposal on CD.
3. In the first public session, only the technical envelopes are opened at the date and time advised by the Purchaser. The financial envelopes remain sealed and are held in custody by the Purchaser. The technical proposals are evaluated by the Purchaser. Following the approval of the technical evaluation, and at a date and time advised by the Purchaser, the financial proposals of the qualified/shortlisted Bidders are opened in public. For bids determined to be unqualified, the corresponding financial offer shall remain sealed and returned back to the Bidder.

The financial proposals are evaluated in accordance with the criteria stipulated in this section and the contract is awarded to the Bidder whose bid has been determined to be the lowest evaluated substantially responsive bid.

4.2 Technical Evaluation

1. The Bidder shall fill and submit the technical schedules.
2. Compliance to the technical specifications shall be checked across from the material catalogues. Failure to submit material catalogues will lead to exclusion of the Bidder.
3. In case the Bidder offers alternative spare parts of higher specification, then detailed data sheets shall be provided to demonstrate that these are acceptable. Preference will be given to energy efficient alternatives (if applicable).
4. The Bidders will be evaluated for their compliance to the technical specifications.
5. The technical evaluation report shall list all qualified/shortlisted Bidders

4.3 Financial Evaluation

1. The stamp fees shall be borne by the Bidder and it shall be included in the Contract Price.
2. The Applicant Bidder can bid for one Lot and/or more Lots they selected.
3. The financial offer shall be in accordance with the stamped BoQ from WAJ provided in this document and it shall be signed and stamped by the Bidder.
4. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
5. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
6. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error.

4.4 Award

The Bidder with the technically compliant lowest priced bid excluding taxes will be awarded per Lot. A supplier may be awarded one or more contracts depending on the number of Lots for which his bid was technically compliant and lowest-priced. The accepted contract amount will include taxes and customs.

إجراءات التقييم وإحالة العطاء

4.1 عام

1. على المناقصين تقديم مغلفين مغلقين بنفس الوقت، بحيث أن يكون المغلف الأول مسمى "العرض الفني" والآخر "العرض المالي"، على كلا هذين المغلفين أن يوضعوا في مغلف خارجي واحد ويتم تسليمها الى العنوان المحدد في دعوة العطاء. يجب أن يكون عرض السعر صالحاً للقبول بعد ١٢٠ يوماً من تاريخ تقديم العرض. على المناقص إرفاق كفالة دخول العطاء في المغلف الفني فقط وصالحة لغاية ١٦٢ يوم من تاريخ تقديم العطاء.
2. يجب على المناقص تقديم نسختين ورقيتين من العرض الفني والمالي (أصلي ونسخة) المذكورة في النقطة ١ ويتم تسليمها الى العنوان المحدد في دعوة العطاء. بالإضافة الى نسخة الكترونية من العطاء الفني فقط على CD.
3. خلال جلسة فتح العروض الأولى سيتم فتح المغلف الفني فقط لجميع المناقصين. سيتم تحديد التاريخ والوقت للجلسة الأولى من قبل صاحب العمل وإخطار المناقصين بذلك. بعد تقديم نتائج التقييم الفني والموافقة عليها من قبل صاحب العمل والجهة الممولة، سيتم تحديد موعد ومكان جلسة فتح العروض المالية للمنافسين المؤهلين والمطابقين للمواصفة الفنية فقط. أما بالنسبة للعروض التي لم تتأهل، على صاحب العمل إعادة المغلفات المالية مغلقة الى مناقصتها.
- سيتم تقييم العروض المالية حسب الاجراءات المنصوصة فيما يلي، وستتم احالة العطاء على العرض المطابق فنيا وماليا.

4.2 التقييم الفني

1. على المناقص ملئ الجداول الفنية وتقديمها مع العرض.
2. سيتم التأكد من مطابقة الجداول الفنية والقطع المطلوبة بالمقارنة مع الكتلوجات الفنية المقدمة. عدم تقديم المناقص للكتالوجات الفنية ستسبب باستبعاد المناقص.
3. في حالة قيام المورد بتقديم قطع غيار بديلة بمواصفات أعلى فيجب تقديم جميع البيانات والكتالوجات بشكل مفصل لإثبات أنها مقبولة. سيتم اعطاء أولوية للقطع الموفرة للطاقة (ان أمكن).
4. التقييم سيكون حسب مطابقة العروض الفنية للمواصفات الفنية.
5. يجب ان يتضمن التقرير الفني قائمة بالمناقصين المؤهلين المطابقين للمواصفات الفنية.

4.3 التقييم المالي

1. يتحمل المناقص/المورد جميع رسوم الطابع بتضمينها في سعر العطاء.
2. للمناقص الحرية باختيار عدد البنود/ التي يريد تقديم عرض لها
3. يجب أن يكون العرض المالي متوافقاً مع جدول الكميات المختومة من سلطة المياه في هذه الوثيقة ويجب أن يتم التوقيع عليها وختمها من قبل مقدم العطاء
4. في حال وجود تضارب بين سعر الوحدة والمبلغ الاجمالي يجب اعتماد سعر الوحدة وتصحيح المجموع والسعر الاجمالي وفقاً لذلك ما لم يكن هناك ما يثبت بشكل واضح ان العلامة العشرية في غير موضعها.
5. في حال وجود خطأ في مجموع المبالغ في جدول الكميات نتيجة عملية الاضافة والطرح للمجاميع الفرعية فيجب اعتماد المجاميع الفرعية وتصحيح السعر الاجمالي وفقاً لذلك.
6. في حال وجود تضارب بين السعر بالأرقام و السعر بالتقريب، يجب اعتماد السعر بالتقريب ما لم يكن المبلغ المعبر عنه بالكلمات يتعلق بخطأ حسابي.

4.4 الإحالة

ستكون الإحالة لكل حزمة () على المورد الذي قدم أقل سعر (غير شامل الضرائب) لعرض فني مطابق. يمكن إحالة عقداً واحداً أو أكثر اعتماداً على عدد الحزم الأقل سعراً والمطابقة فنياً التي تقدم بها المورد. ستكون قيمة العقد المقبولة شاملة الضرائب والجمارك.

5 Terms and Conditions (الشروط والأحكام)

The tendering shall be carried out in accordance with the KfW Procurement Guidelines, latest version, a copy of which is available for download from the KfW website. <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>

1. The date of commencement of this agreement shall be 5 days following the Signature of the Contract Agreement by both Parties, No-Objection from KfW Development Bank, and if required, approval of the Contract by relevant authorities of the Country.
2. This contract is financed by the Government of Germany through the KfW Development Bank
3. Consultant for the purposes of this Purchase Order means Dorsch International Consultants GmbH
4. All Payments shall be made in **Jordanian Dinar** within sixty (60) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The Bidder shall not be exempt from any duties, taxes, fees, levies, and other charges applicable in Jordan. The taxes and customs (i.e., 16% sales tax + taxes and customs for items shown in the custom declaration document for items supplied under this contract) shall be priced separately in the Bills of Quantities and shall be listed separately in all requests for payment and will be reimbursed by the Purchaser. The reimbursement shall be in accordance to certified actual amounts paid, up to the amount inserted in the BoQ. All other charges applicable in Jordan shall be borne by the Bidder. As per the circulars in the annex attached to this tender document.
5. KfW Development Bank cannot pay any sales taxes, customs, and other levies under the financing agreement with Germany
6. Payment to the Bidder of the amounts due in each currency shall be made into the following bank accounts:

[Insert bank account details at the time of contract signing]

.....
.....
.....
.....
.....

Bank charges are for the account of the Bidder, except for the bank charges of KfW as transferring bank only.

7. Any reimbursements, if required, shall be effected to a *[Special account No. to be provided by WAJ]* ... for the account of **Water Authority of Jordan, Hashemite Kingdom of Jordan**.
8. The governing and communication language shall be English.
9. The governing law shall be the law of **Jordan**
10. The Bidder shall, subject to the Purchaser's compliance with Term/Condition 10, indemnify and hold harmless the Purchaser and its employees and officers from and against any and

all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) The delivery of the Goods by the Bidder or the use of the Goods in the country where the Site is located; and
 - b) The sale in any country of the products produced by the Goods.
11. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, the liability of the Bidder under this clause shall not exceed the amount of this supply agreement.
 12. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters, the Purchaser shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
 13. If the Bidder fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
 14. The Purchaser shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.
 15. The Bidder shall maintain, for so long as may be necessary to cover its obligations and liabilities under or in connection with this Agreement, insurances, including vehicle insurance, with limits of indemnity of not less than the sums stated in **Clause 10** above, for any one occurrence or series of occurrences arising out of any one event in respect of the Bidder's liability. the Bidder's public/third party liability, arising out of or in connection with the Supply Services and any other risks or events stipulated in the Agreement or required by the laws of the Country. Transport insurance for Goods shall be at least 110% (one hundred and ten percent) of the Accepted Contract Amount and shall cover "all risks" basis and should include war risks and strike clauses.
 16. The Bidder shall produce for inspection documentary evidence that the insurances required by **Clause 14** are being properly maintained when required to do so by the Consultant. The Purchaser, by notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective;
 17. Except in cases of criminal negligence or wilful misconduct,
 - a) The Bidder shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and
 - b) The aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement
 18. The Purchaser has the right, by virtue of an official letter from him, to terminate the contract in part or in whole at any time in the interest of the work with specifying the reasons, the extent of the Bidder failed to perform any of his obligations under the Contract.

19. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Bidder's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Bidder.
20. Termination of this Agreement howsoever arising shall be without prejudice to the rights and remedies of either Party in relation to any negligence, omission or default of the other, prior to such termination.
21. In performing his services according to this Agreement, the Bidder will not provide bribes, gifts, direct or indirect payments or kickbacks of any kind, or will offer to provide or pay such, to employees or representatives of the Consultant or the Client or authority or government officials or political parties for purposes of influencing any act or decision or inducing such authority or government official to use his influence with the authority, government or instrumentality thereof to effect or influence any act or decision, or which are otherwise illegal under any applicable law and, further, shall comply with the Declaration of Undertaking signed and stamped by him and attached as annex hereto.
22. If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
23. In the case of a dispute between the Purchaser and a Bidder who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
24. Price Adjustments are not allowed under this contract.
25. The Advance Payment amount is 10% of the Accepted Contract Amount excluding taxes and customs and shall be paid within thirty (30) days from Commencement Date, against submission of a satisfactory Advance Payment Guarantee for equivalent amount valid until all the Goods are delivered to the final destination(s); guarantees shall be in the form provided in the bidding documents. This clause only applies if the Bidder requests for an advance payment.
26. Within 14 (Fourteen) days after receipt of the notification of award from the Purchaser, the successful Bidder 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**. The sample form of the Performance Bank Guarantee is provided in section 8.
27. The Performance Bank Guarantee to be provided by the successful Bidder shall be an unconditional bank guarantee issued either (a) by a reputable bank located in the country of the Purchaser, or (b) by a foreign bank acceptable to the Purchaser.
28. Failure of the successful Bidder to comply with the requirements of this Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
29. The Performance Security shall be discharged by the Purchaser and returned to the Bidder not later than twenty-eight (28) days following the data of the Completion of the Bidder's performance obligations under the Contract.

30. The awarded Bidder shall bear the costs of the advertisement in the national gazette, one time.
31. 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 day which shall elapse between the relevant Time for Completion and the date stated in the 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.

Delay damages for the Works	0.5% of the delayed Goods per Week.
Maximum amount of delay damages	10% of the final Contract Price.

32. Delay damages will be calculated upon receiving the entire shipment of all goods required from the Bidder; no partial delay damages would be calculated if part and not all of the shipment has arrived.
33. Following the completion of scope of works specified under this contract, the Bidder shall provide a defects notification period guarantee in the form of a bank guarantee for 5% of the contract price valid for 365 days. This guarantee shall ensure the validity and quality of the supplies and their compliance to the specifications. The DNP guarantee will be returned duly to the Bidder once a clearance letter provided by the Purchaser.
34. The Purchaser shall give notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. Upon receipt of such notice, the Bidder shall, within **10 working days**, expeditiously and diligently repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. If having been notified, the Bidder fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period during the DNP period such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.
35. The Bidder remains responsible for any defect or damage that occurs after installation for the period of the DNP guarantee. This excludes the user negligence, misuse, failure to operate or maintain the spare part.

الشروط والأحكام

ويمكن تنزيل نسخة منه من موقع ويب بنك أحدث إصدار، يتم تنفيذ العطاء وفقاً لإرشادات المشتريات الخاصة ببنك الأعمار الألماني، <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>. الأعمار الألماني

١. يجب أن يكون تاريخ بدء هذه الاتفاقية بعد ٥ أيام من توقيع اتفاقية العقد من قبل الطرفين والموافقة من البنك الممول KfW وإصدار الموافقات من السلطات المعنية.
٢. تمول الحكومة الألمانية هذا العقد من خلال بنك الأعمار الألماني KfW .
٣. Dorsch International Consultants GmbH هو الاستشاري لصاحب العمل/المشتري (سلطة المياه) لأغراض طلب الشراء.
٤. يجب أن تتم جميع المدفوعات **بالدينار الأردني** في غضون ستين (60) يوماً من تقديم المطالبة مدعومة بكتاب أو وثيقة رسمية من المشتري تثبت أن البضائع قد تم تسليمها وأن جميع الخدمات الأخرى المتعاقد عليها قد تم تنفيذها. المشروع **غير معفي** من أي رسوم أو ضرائب أو رسوم جمركية مطبقة في الأردن. على المورد تسعير الضرائب والجمارك (ضريبة المبيعات ١٦% + الضرائب والجمارك للمواد واللوازم الموردة بموجب هذا العقد والموضحة في البيان الجمركي) في جداول الكميات وفصلها عند تقديم المطالبة المالية بعد استكمال الاعمال ليتم دفع المبلغ الفعلي من صاحب العمل/المشتري. يشترط على المورد تقديم فواتير معتمدة من دائرة الضريبة والجمارك ورافقها مع المطالبة المالية وعلى ان لا تتجاوز المبالغ المدرجة في جدول الكميات. ويتحمل المورد أي رسوم أخرى مطبقة في الأردن. حسب التعاميم المرفقة بهذه الوثيقة.
٥. وعليه وجب التنويه أن البنك الألماني للإعمار والتنمية KfW غير مسؤول عن دفع الضرائب والجمارك وغيرها من الرسوم المطبقة في الأردن حسب اتفاقية التمويل مع الحكومة الألمانية.
٥. يتم الدفع للمورد بالمبالغ المستحقة بكل عملة في الحسابات المصرفية التالية:
[أدخل تفاصيل الحساب المصرفي في وقت توقيع العقد]

- الرسوم المصرفية هي لحساب المورد، باستثناء الرسوم المصرفية لبنك KfW كبنك محوّل فقط.
٦. أي مدفوعات، إذا لزم الأمر، سيتم إرسالها على [رقم الحساب الخاص الذي تقدمه سلطة مياه الأردن] .. لحساب سلطة المياه الأردنية، المملكة الأردنية الهاشمية.
٧. اللغة الحاكمة لهذا العقد هي اللغة الإنجليزية كون المشروع ممول من الخارج.
٨. القانون الحاكم هو القانون الأردني.
٩. يجب على المورد، وفقاً لامتنال المشتري للشروط / الشرط ١٠، تعويض المشتري وموظفيه ومسؤوليه وإبعاد الضرر عنهم من وضد أي وجميع الدعاوى أو الإجراءات أو الإجراءات الإدارية والمطالبات والخسائر والأضرار والتكاليف، والنفقات من أي نوع، بما في ذلك أتعاب المحاماة والنفقات التي قد يتحملها المشتري نتيجة لأي انتهاك أو انتهاك مزعوم لأي براءة اختراع أو نموذج منفعة أو تصميم مسجل أو علامة تجارية أو حقوق نشر أو حقوق ملكية فكرية أخرى مسجلة أو موجودة بطريقة أخرى في تاريخ العقد بسبب:
(a) تسليم البضائع من قبل المورد أو استخدام السلع في البلد الذي يوجد فيه الموقع؛ و
(b) البيع في أي بلد للمنتجات التي تنتجها السلع.
١٠. يجب ألا يغطي هذا التعويض أي استخدام للبضائع أو أي جزء منها بخلاف الغرض المحدد بواسطة العقد والمتطلبات من المورد. يجب ان لا تتجاوز قيمة التعويض الاجمالية قيمة العقد.
١١. في حالة رفع أي دعوى ضد المشتري، يجب على المشتري أن يخطر المورد على الفور بذلك، ويجوز للمورد على نفقته الخاصة وباسم المشتري إجراء مثل هذه الإجراءات أو المطالبة وأي مفاوضات لتسوية أي إجراءات أو مطالبة.
١٢. إذا فشل المورد في إخطار المشتري في غضون ثمانية وعشرين (٢٨) يوماً بعد استلام هذا الإشعار بأنه ينوي إجراء أي إجراءات أو مطالبة من هذا القبيل، فسيكون للمشتري الحرية في إجراء ذلك نيابةً عنه.
١٣. يجب على المشتري، بناءً على طلب المورد، أن يقدم كل المساعدة المتاحة للمورد في إجراء مثل هذه الإجراءات أو المطالبة، ويجب أن يعوضه المورد عن جميع النفقات المعقولة التي تكبدها في القيام بذلك.
١٤. يجب على المورد طيلة فترة العقد ومدة التوريد الى حين استلام اللوازم والموافقة عليها من قبل المشتري، ان يوفر تأمين على المركبات والنقل العام للبضائع/اللوازم المطلوبة بحدود تعويض لا تقل عن المبالغ المنصوص عليها في البند ١٠ أعلاه، لأي حدث واحد أو سلسلة

- من الحوادث الناشئة عن أي حدث واحد فيما يتعلق بمسؤولية المورد بموجب البند ٩. هذا يتضمن المسؤولية العامة / وأي طرف ثالث متأثر بخدمات التوريد وأي مخاطر أو أحداث أخرى منصوص عليها في الاتفاقية. يجب أن يكون تأمين نقل البضائع على الأقل ١٠٪ (مائة وعشرة بالمائة) من مبلغ العقد المقبول ويجب أن يغطي أساس "جميع المخاطر" ويجب أن يشمل مخاطر الحرب والإضراب العام.
١٥. يجب على المورد تقديم وثائق التأمين المذكورة بموجب الفقرة ١٤ وأن يقوم بتزويد المشتري أو الاستشاري عندما يطلب منه القيام بذلك.
١٦. باستثناء حالات الإهمال الجزائي أو سوء السلوك المتعمد،
- (a) لن يكون المورد مسؤولاً تجاه المشتري، سواء في العقد أو المسؤولية التقصيرية أو غير ذلك، عن أي خسارة أو ضرر غير مباشر أو تبعي، أو فقدان الاستخدام، أو خسارة الإنتاج، أو خسارة الأرباح أو تكاليف الفائدة بشرط أن يكون هذا الاستثناء لا ينطبق على أي التزام من المورد بدفع تعويضات للمشتري؛ و
- (b) لا يجوز أن تتجاوز المسؤولية الإجمالية للمورد تجاه المشتري، سواء بموجب العقد أو المسؤولية التقصيرية أو غير ذلك، إجمالي سعر العقد، شريطة ألا ينطبق هذا القيد على تكلفة إصلاح أو استبدال المعدات المعيبة، أو على أي التزام المورد بتعويض المشتري فيما يتعلق بخرق براءات الاختراع/الملكية الفكرية.
١٧. يحق للمشتري بموجب كتاب رسمي منه إنهاء العقد جزئياً أو كلياً في أي وقت بما يحقق مصلحة العمل مع تحديد الأسباب ومدى اخلال المورد بأداء واجباته المطلوبة في العقد.
١٨. يجب على المشتري قبول البضائع الجاهزة للشحن ولجميع البضائع التي تم شراؤها من قبل المورد في غضون ثمانية وعشرين (٢٨) يوماً بعد استلام المورد لإشعار الإنهاء وفقاً لشروط العقد وأسعاره. ولما تبقى من اللوازم يجوز للمشتري:
- (a) إكمال أي جزء وتسليمه وفقاً لشروط وأسعار العقد؛ و / أو
- (b) الغاء باقي اللوازم ودفع مبلغ متفق عليه للمورد مقابل اللوازم والخدمات المكتملة جزئياً والمواد والأجزاء التي تم شراؤها مسبقاً من قبل المورد وتمت الموافقة عليها من المشتري.
١٩. قبل اصدار اي قرار بشأن فسخ العقد مع المورد، يجب على الاطراف عدم الاخلال بأية مسؤولية فيما يتعلق بأي إهمال أو تقصير صادر عن أي او كلا الطرفين.
٢٠. على المورد وفقاً لهذه الاتفاقية ألا يقبل الرشاوى أو الهدايا أو المدفوعات المباشرة أو غير المباشرة أو تقديم رشاوى من أي نوع للموظفين أو ممثلي المستشار أو العميل أو السلطة أو المسؤولين الحكوميين أو الأحزاب السياسية لأغراض التأثير على أي عمل أو قرار أو حث هذه السلطة أو المسؤول الحكومي على استخدام نفوذه مع السلطة أو الحكومة أو أي جهاز من أجل التأثير على أي عمل أو قرار غير قانوني بموجب أي قانون معمول به وعلى المورد أن يلتزم بتوقيع نموذج الالتزام والتعهد المرفق بالوثيقة مع ضرورة توقيعه وختمه.
٢١. في حالة ظهور حالة من القوة القاهرة (ظروف استثنائية)، يجب على المورد إخطار المشتري كتابياً على الفور بهذه الحالة وسببها. ما لم يوجه المشتري خلاف ذلك كتابياً، يجب أن يستمر المورد في أداء التزاماته بموجب العقد بقدر المعقول وعلى المورد القيام بجميع المسؤوليات المتعاقد وابتعاد الحلول البديلة للتغلب أو التخفيف من أثر الظروف الاستثنائية/القوة القاهرة.
٢٢. إذا كان المورد محلي وفي حالة وجود نزاع بين المشتري والمورد، يجب إحالة النزاع إلى التحكيم وفقاً لقوانين بلد المشتري.
٢٣. تعديل الأسعار غير مسموح بها بموجب هذا العقد.
٢٤. قيمة الدفعة المقدمة هي ١٠% من قيمة الاحالة الغير شاملة للضرائب والرسوم، على أن يتم دفعها خلال ثلاثين يوم من تاريخ بدء العقد، وذلك مقابل تقديم المورد مطالبة بهذه القيمة وتقديم كفالة بنكية بمبلغ معادل صالحة لغاية تسليم وقبول البضائع/القطع الى المكان المخصص المنصوص في العقد. لا يفعل هذا البند إلا اذا تقدم المورد في طلب الدفعة المقدمة بشكل رسمي.
٢٥. في غضون ١٤ (أربعة عشر) يوماً بعد استلام تبليغ قرار الاحالة من المشتري، يجب على المناقص المحال عليه العطاء أن يقدم للمشتري كفالة حسن التنفيذ على شكل كفالة بنكية بمبلغ ١٠٪ (عشرة بالمائة) من سعر العقد بالدينار الأردني. على الكفالة أن تكون كالنموذج المرفق في هذا العقد وتبقى سارية المفعول لحين استكمال اجراءات التوريد اصولياً.
٢٦. يجب ان تكون الكفالة البنكية غير مشروطة وصادر إما (أ) من قبل بنك حسن السمعة ومتعارف عليه في بلد المشتري، أو (ب) من قبل بنك أجنبي مقبول لدى المشتري.
٢٧. في حال فشل المورد بإصدار كفالة حسن التنفيذ حسب متطلبات العقد، تعتبر هذه أسباب كافية للمشتري بإلغاء قرار احالة العطاء ومصادرة قيمة كفالة دخول العطاء.
٢٨. يجب اعادة كفالة حسن التنفيذ من قبل المشتري/صاحب العمل وإعادته إلى المورد في موعد لا يتجاوز ثمانية وعشرين (٢٨) يوماً بعد استكمال كافة الالتزامات وحسن أداء المورد بموجب العقد.
٢٩. يتحمل المناقص المحال عليه العطاء كلفة نشر الاعلان في الجريدة الرسمية مرة واحدة.
٣٠. إذا فشل المورد في الامتثال لـ [وقت الإنجاز] المحدد، فسيخضع المورد لغرامات تأخير تدفع لصاحب العمل عن هذا التقصير، وتكون غرامات التأخير هذه هي المبلغ المذكور في الجدول الموضح أدناه، والذي يجب دفعه مقابل كل يوم ينقضي بين الوقت المناسب للإنجاز والتاريخ المنصوص عليه في العقد. ومع ذلك، يجب ألا يتجاوز المبلغ الإجمالي المستحق بموجب هذا البند الفرعي الحد الأقصى لمقدار أضرار التأخير، وستكون أضرار التأخير هذه هي الأضرار الوحيدة المستحقة من المورد لمثل هذا التقصير، بخلاف حالة الإنهاء المذكورة في هذا العقد. لا تعفي هذه الأضرار المورد من تسليم اللوازم، أو من أي واجبات أو التزامات أو مسؤوليات أخرى قد تقع عليه بموجب العقد.

اضرار تأخير الأعمال	0.5% من البنود المتأخرة لكل اسبوع
أقصى قدر من أضرار التأخير	10% من سعر العقد النهائي

٣١. سيتم احتساب أضرار تأخير الأعمال عند استلام جميع القطع المطلوبة من المورد؛ لن يتم احتساب أي أضرار تأخير جزئية في حالة وصول جزء وليس كل القطع.
٣٢. بعد استكمال اجراءات التوريد والافراج عن تأمين حسن التنفيذ اصوليا يقدم صاحب العرض الفائز تأمين مالي (تأمين صيانة) كغالة بنكية فقط بنسبة لا تقل عن (٥%) من اجمالي قيمة الاحالة ولمدة (عام) لضمان صلاحية اللوازم وجودتها ومطابقتها للمواصفات وشروط العقد، ويعاد هذا التأمين الى المتعهد بعد أن يقدم براءة ذمة من الدائرة المستفيدة.
٣٣. على المشتري إشعار المورد بالعيوب فور اكتشافها، وإرفاق جميع الادلة والمستندات لتعزيز الإشعار. وبدوره على المورد وفي غضون ١٠ أيام عمل من تاريخ استلام الإشعار، إصلاح أو استبدال اللوازم ذات العيوب أو أجزاء منها دون أي تكلفة على المشتري. إذا تم اخطار المورد وفشل في القيام بالإصلاحات المطلوبة خلال الفترة المحددة في العقد فيجوز للمشتري خلال فترة الصيانة أن يتخذ الاجراءات التصحيحية على مسؤولية ونفقة المورد.
٣٤. إن استلام اللوازم من قبل السلطة وفحصها من قبل لجنة الاستلام أو أي جهة أخرى لا يعفي المورد من مسؤولياته تجاه اللوازم الموردة طيلة فترة الضمان، وللسلطة الحق بإعادتها والشراء على حسابه إذا تبين وجود عيب أو عطل مصنعي خلال استخدامها.

**Declaration of Undertaking &
Guarantee Forms**

6 Declaration of Undertaking (تعهد التزام)

Reference name of the Application/Offer/Contract: ("Contract")²

To: ("Project Executing Agency")

1. We recognize and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labor or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

² Capitalized terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

³ The PEA means the Purchaser, the Purchaser, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major Bidders under the Contract comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labor Organization⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

⁴ In case ILO conventions have not been fully ratified or implemented in the Purchaser's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Purchaser and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

7 Bid Security Form (نموذج كفالة دخول العطاء)

Beneficiary: Water Authority of Jordan
Jaber Bin Hayan Street, N° 45
Shmeisani
Amman 11183
The Hashemite Kingdom of Jordan

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of the Bidder, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its bid (hereinafter called “the Bid”) for the execution of “Procurement of Spare Parts and Equipment as response to COVID-19 Crisis, Package Name”, Contract N°9/Supply-KfW/2021.

We, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, waiving all objections and defences, any sum or sums not exceeding in total an amount of **JOD 10,000 (Ten thousand Jordanian Dinar)** upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Bid Submission Form (the Bid Validity Period”); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee shall expire not later than *[Insert expiry date]*⁶.

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

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

This guarantee is governed by the laws of the Hashemite Kingdom of Jordan

Place, date

Guarantor’s authorized signature(s)

⁶ The guarantee must be valid for 150 days

8 Performance Security Form (نموذج كفالة حسن التنفيذ)

Beneficiary:

Water Authority of Jordan
Jaber Bin Hayan Street, N° 45, Shmeisani
Amman 11183, The Hashemite Kingdom of Jordan

Date:

[Insert date of issue]

PERFORMANCE GUARANTEE No.:

[Insert guarantee reference number]

Guarantor:

[Insert name and address of place of issue, unless indicated in the
letterhead]

We have been informed that **Name of Bidder** (hereinafter called “the Applicant”) has entered into Contract No 9/Supply-KfW/2021 dated..... with the Beneficiary, for the supply and procurement of **(Steel Pipes + Fittings + Flow Meters)** (hereinafter called “the Contract”). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required for **10%** (Ten percent) of the contract price.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of JOD.....(in words **Jordanian Dinar**⁷ upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

In the event of any claim under this guarantee, payment shall be effected to [Special account No. to be provided by WAJ]..... for the account of **Water Authority of Jordan, Hashemite Kingdom of Jordan.**

This guarantee shall expire not later than⁸.

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

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

This guarantee is governed by the laws of the Hashemite Kingdom of Jordan.

Place, date

Guarantor’s authorized signature(s)

⁷ This guarantee shall be issued in the contract currency only.

⁸ the guarantee shall be valid for at least 28 days from the date of contractual contract completion and necessary approvals obtained.

9 Defects Notification Security Form (نموذج كفالة الصيانة)

Beneficiary:

Water Authority of Jordan
Jaber Bin Hayan Street, N° 45, Shmeisani
Amman 11183, The Hashemite Kingdom of Jordan

Date:

[Insert date of issue]

DNP GUARANTEE No.:

[Insert guarantee reference number]

Guarantor:

[Insert name and address of place of issue, unless indicated in the
letterhead]

We have been informed that **Name of Bidder** (hereinafter called “the Applicant”) has entered into Contract No 9/Supply-KfW/2021 dated.....with the Beneficiary, for the supply and procurement of (Steel Pipes + Fittings + Flow Meters)..... (hereinafter called “the Contract”). Furthermore, we understand that, according to the conditions of the Contract, a **Defects Notification** guarantee is required for **5%** (Five percent) of the contract price.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of JOD.....(in words **Jordanian Dinar** upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

In the event of any claim under this guarantee, payment shall be effected to [Special account No. to be provided by WAJ]..... for the account of **Water Authority of Jordan, Hashemite Kingdom of Jordan.**

This guarantee shall expire not later than

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

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

This guarantee is governed by the laws of the Hashemite Kingdom of Jordan.

Place, date

Guarantor’s authorized signature(s)

10 Advance Payment Security (نموذج الدفعة المقدمة)

Beneficiary:

Water Authority of Jordan
Jaber Bin Hayan Street, N° 45, Shmeisani
Amman 11183, The Hashemite Kingdom of Jordan

Date:

[Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.:

[Insert guarantee reference number]

Guarantor:

[Insert name and address of place of issue, unless indicated in the
letterhead]

We have been informed that (hereinafter called "the Applicant") has entered into Contract No. 9/Supply-KfW/2021 dated with the Beneficiary, for the supply of Procurement of Spare Parts and Equipment as response to COVID-19 Crisis, (**Steel Pipes + Fittings + Flow Meters**)..... (hereinafter called "the Contract"). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of JOD⁹, representing **10% (Ten Percent)** of the contract price excluding taxes and customs, is to be made against an advance payment guarantee.

Waiving all objections and defenses, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of (and in words) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Applicant on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to effected to[Special account No. to be provided by WAJ]..... for the account of **Water Authority of Jordan, Hashemite Kingdom of Jordan**.

This guarantee shall expire not later than

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

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

This guarantee is governed by the laws of the Hashemite Kingdom of Jordan.

Place, date

Guarantor's authorized signature(s)

⁹ This guarantee must be issued in the contract currency only.

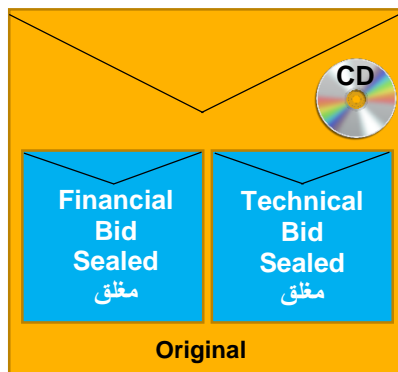
11 Eligibility in KfW-Financed Procurement

1. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or Germany, all goods, works, plants, consulting services and non-consulting services are eligible for KfW financing regardless of the country of origin of the contractor, Bidder, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Client or the Project Executing Agency as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including board members or legal representatives, all members of a joint venture or any of their Bidders, contractors, subcontractors, consultants or subconsultants) shall not be awarded a KfW-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2 have been:
 - (a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract and that adequate compliance measures have been taken in reaction;
 - (b) subject to an administrative sanction within the past five years by the European Union or by national authorities either in the country of the Contracting Authority or of KfW, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract and that adequate compliance measures have been taken in reaction;
 - (c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an KfW-financed contract;
 - 2.3 are listed for financial sanctions by the United Nations, the European Union and/or Germany for the purposes of fight-against-terrorist financing or threat to international peace and security. This criterion of exclusion is also applicable to legal persons, whose majority of shares are held or factually controlled by a listed natural or legal person;
 - 2.4 have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;

- 2.5 have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6 are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract and that adequate compliance measures have been taken in reaction;
 - 2.7 have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its Charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Checklist for Bidders
Documents to be submitted

- 1. Qualification and Responsiveness Requirements:**
 - Company Registration
 - Professional license
- 2. Technical Envelope – Two hard Copies + Soft Copy on CD**
 - Bid Security
 - Declaration of Undertaking signed and stamped by the Bidder
 - Technical Catalogues
 - Technical Schedules
 - Standard Manufacturing Warranty for at least 12 months
 - Any other document required in the specifications
- 3. Financial Envelope – Two Copies**
 - Priced Bill of Quantities (volume II)



12 Annex: Circular 2 - 2023 & 101 - 2022

Logo of the Ministry of Water and the Jordanian Water Authority (JWA) on the left, and the official seal of the Ministry of Water on the right. In the center, the text reads: "وزارة المياه" (Ministry of Water) and "سلطة المياه" (Water Authority). To the right, there are handwritten notes: "الرقم ١٠٦٦/٩/٧" (Number 1066/9/7), "التاريخ" (Date), and "الموافق ٢٠٢٣/١١/١٥" (Agreed 2023/11/15). Below these, it says "تعميم رقم (٢) لسنة 2023" (Circular No. (2) for the year 2023).

**الموضوع :- آلية العمل بخصوص الضرائب
والرسوم الجمركية على المشاريع الممولة**

لاحقا للتعميم رقم (101) لسنة 2022، والصادر بموجب كتابي رقم (15124/2/7) تاريخ 2022/09/08 الخاص بآلية العمل الخاصة بالضرائب والرسوم الجمركية على المشاريع الممولة، والمرفق طياً. أؤكد على الجميع وكلاً ضمن اختصاصه التقيد بما ورد فيها والعمل بمضمونها.

واقبلوا الاحترام ،،،

امين عام سلطة المياه بالوكالة
المهندس رامي عبدالله ابو رواق

نسخة - معالي الوزير للتلفظ بالعلم

سلطة المياه
وزارة الاقتصاد والتجارة
سلطة المياه

رقم ١٥٤٤/٩٧
التاريخ
الموافق

تعميم رقم (١٠١) لسنة 2022


الموضوع - البية العمل بخصوص الضرائب والرسوم الجمركية على المشاريع الممولة

- لغات تنظيم العملية الخاصة بالضرائب والرسوم الجمركية على المشاريع الممولة ، وإستنادا إلى :-
- قرار الرئاسة الجيلية رقم 9072 تاريخ 3-9-2020 الخاص باليه اعفاء المشاريع الممولة.
 - تقرير اللجنة المشكلة بوزارة المالية لإيجاد الآلية المناسبة لمعالجة المعوقات الاجرائية التي تواجه اتفاقيات المنح أو القروض المقدمة من الجهات الخارجية .
 - الاجتماعات المتكرره والمتابعات الشخصية مع العننيين بوزارة المالية واللجنة المختصة التي تم تشكيلها لحصر قيمة المطالبات والرسوم والضرائب على المشاريع الممولة من جهات خارجية منذ أكثر من 8 شهور بالخصوص من قبل الشؤون المالية .
- قررت وضع البية للعمل بها فيما يخص الضرائب والرسوم الجمركية على المشاريع الممولة كما يلي :-
- اولا - اذا تم طرح اي عطاءات قبل قرار الرئاسة الجيلية اعلاه مموله من اتفاقيات منح اشترطت عدم استخدام اموال المنح في تغطيته اي ضرائب او رسوم، وتضمنت هذه العطاءات اعفاء المشاريع التي سيتم تنفيذها من الضرائب والرسوم، سيتم مخاطبة وزارة التخطيط والتعاون الدولي لاستكمال اجراءات اعفائها اصوليا .
- ثانيا :- العطاءات الجديدة التي لم يتم اعفائها والممولة من جهات خارجية يتم عمل ما يلي:-
- 1- مرحلة تحضير وثائق العطاء :-
 - ا- طرح المشاريع واحالتها لالضرائب والرسوم مع بيان (قيمة الاحالة قبل الضرائب والرسوم ، وقيمة الضرائب والرسوم المتوقعة ، وقيمة الاحالة الاجمالية)
 - ب- الضرائب والرسوم التي سيتم تغطيتها من قبل وزارة المالية هي (ضريبة المبيعات، والرسوم والضرائب الجمركية على ان يكون اسم المستفيد بالخانه رقم (8) واسم سلطة المياه واسم المشروع ورقم العطاء والتمويل بالخانه رقم (9) من البيان الجمركي) .
 - ج- يتم تغطية الضرائب والرسوم بالبند (ب) اعلاه حسب النقع الفعلي بموجب معززات رسمية يتم دفعها من قبل المقاول او الاستشاري او المورد وسيتم اعاده صرفها اصوليا من خلال التنسيق مع وزارة المالية .
 - د- اي ضرائب او رسوم غير داخله بصليب اعمال المشروع او الخدمة المقدمة وغير المبينه بالبند (ب) اعلاه، تكون من مسؤوليه المناقص ومنها (ضريبة الدخل، ضريبة الدخل لغير المقيمين، رسوم الاحالة، ... الخ).
 - 2- مرحلة تقديم المطالبات المالية للصرف (الضرائب والرسوم) والمتعلقة بالخدمات الاستشاريه، اهم العززات المطلوبة :-
 - ا- فاتورة ضريبية من الاستشاري حسب قانون ضريبة الدخل والمبيعات موضح بها قيمة الضريبة العامة على المبيعات (16%) ببند منفصل بالدينار الاردني مع العززات الاصليه اصوليا .
 - ب- نسخة من الاقرارات الضريبية موضح بها قيمة الضريبة المدفوعه عن الفترة الضريبية للفاتورة موقعه ومختومة من دائرة ضريبة الدخل والمبيعات.
 - ج- معززات تسهيد الضريبة عن الفاتورة لدائرة ضريبة الدخل والمبيعات حسب الاصول .

المملكة الأردنية الهاشمية

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سلطة المياه

الرقم ١٥٤٤/٤٧
التاريخ ٢٠٢٠/٩/٨ الموافق

2- في حال كانت البضاعة باسم سلطة المياه الخانة (8) ولصالح سلطة المياه / اسم العطاء او المشروع الممول في الخانة (9) من البيان الجمركي :-

ا- عمل كتاب تعهد من خلال سلطة المياه / الجهة المشرفة موجه الى دائرة الجمارك لتسهيل مهمه اخراج المواد بضمنا سلطة المياه

ب- اخراج المواد من الجمارك وتوريدها للمشروع و/او مستودعات السلطة

ج- مخاطبة الجمارك الاردنية بان اللواد تم استلامها و/ او تم تركيبها بالمشروع من خلال الجهة المشرفة / والخاصة بالبيان الجمركي وطلب قيمة الرسوم والضرائب الجمركية المترتبة على المواد من واقع البيان الجمركي.

د- يتم مخاطبة وزارة التخطيط والتعاون الدولي من خلال سلطة المياه بقيمة الضرائب والرسوم الجمركية للبيان الجمركي الذي تم تزويدنا به من خلال دائرة الجمارك الاردنية

هـ- قيام وزارة التخطيط والتعاون الدولي بمخاطبة وزارة المالية / اللجنة المشكلة لتسديد مطالبات الضرائب والرسوم، لاستكمال الاجراءات صرف المبالغ لصالح سلطة المياه

و- قيام سلطة المياه بقبض المبلغ وإعادة صرفه الى دائرة الجمارك الاردنية اصوليا

ز- قيام دائرة الجمارك الاردنية بتسديد واغلاق قيمة البيان الجمركي حسب الاصول واعلامنا بذلك

6- احكام عامة :-

الاجراءات الخاصة بطلب تسديد قيمة الضرائب والرسوم الجمركية وضريبة للبيعات :-

ا- التنسيب بالصرف من الجهة المشرفة موقعة حسب الاصول مع المعززات التي تم طلبها باعلاه

ب- اعداد مستند لغايات التدقيق من قبل الشؤون المالية / سلطة المياه، وعمل دورة مستنديه له اصوليا

ج- اعداد كتاب من قبل سلطة المياه موجه لوزارة التخطيط والتعاون الدولي مرفقة نسخة من مستند لغايات التدقيق والمعززات مختومة وموقعه طبق الاصل لتسديد قيمة الضرائب والرسوم .

د- يتم عمل كتاب من قبل وزارة التخطيط والتعاون الدولي موجه الى وزارة المالية / اللجنة الخاصة بتسديد قيمة الضرائب والرسوم، لاستكمال اجراءات تسديد قيمة الضرائب والرسوم حسب ما تم ارساله لهم .

هـ- استكمال الاجراءات الخاصة بذلك في وزارة المالية / اللجنة المختصة واخذ الموافقات اللازمة لذلك اصوليا

و- تسديد هذه المبالغ لصالح سلطة المياه بموجب شيكات بنكية باسم سلطة المياه من قبل وزارة المالية .

ز- قبض هذه المبالغ في حساب الامانات بسلطة المياه، واعادة صرفها حسب الاصول لاصحاب الاستحقاق .

للايعاز للمعنيين لديكم للاجراء وفق ما ورد باعلاه، والتقييد التام بمضمونه .

واقبلوا الاحترام ،،،،

امين عام سلطة المياه
المهندس بشار محمد خير بطاينة

نسخة - معالي الوزير للتلفظ بالعلم

الملحكة الأردنية الهاشمية

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