



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 Crisis

شراء قطع الغيار و المعدات استجابة لأزمة كوفيد-19

INVITATION TO BID FOR THE PROCUREMENT OF PE PIPES AND FITTINGS

تقديم عطاء لتوريد أنابيب ووصلات البولي ايثيلين

Contract No: 10/Supply-KfW/2021
BMZ No. 2019 68 999
KfW-Procurement Number 508664

September 2022

Table of Contents

1	Invitation for Bid	دعوة العطاء	3
2	Technical Specification	(المواصفات الفنية)	5
3	Technical Schedules	(الجداول الفنية)	13
4	Bill of Quantities	(جداول الكميات)	15
5	Evaluation and Award	اجراءات التقييم واحالة العطاء	20
6	Terms and Conditions	(الشروط والأحكام)	24
7	Declaration of Undertaking	(تعهد التزام)	32
8	Bid Security Form	(نموذج كفالة دخول العطاء)	35
9	Performance Security Form	(نموذج كفالة حسن التنفيذ)	36
10	Defects Notification Security Form	(نموذج كفالة الصيانة)	37
11	Advance Payment Security	(نموذج الدفعة المقدمة)	38

1 Invitation for Bid دعوة العطاء

Hashemite Kingdom of Jordan Water Authority of Jordan Procurement of Spare Parts and Equipment as response to COVID 19 Crisis Contract No: 10/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 **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 for interested Bidders in English and Arabic, they may be purchased and collected upon payment of a non-refundable fee of **JOD 500 (Five hundred Jordanian Dinar only)** from **04.09.2022 to 15.09.2022** at (9:00- 13:00). 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 **19.09.2022**.

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 PE Pipes and Fittings Contract Number: 10/Supply-KFW/2021
Delivery Address	The Water Authority of Jordan WAJ Tender Department / Sixth Floor

¹ Refer to KfW Development Bank Eligibility Criteria in page 33

	Shemisani PO Box 5012 , Amman 11181 Jordan <i>Attn: Eng.Ru'a AlSoub</i>
Not to be opened before 12:00 Noon 05.10.2022	

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, **05.10.2022**

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, and 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 Employer 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 will 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 each recipient i.e. Yarmouk Water Company and Water Authority of Jordan.

The Applicant shall bid for one and/or more lots they may select. However, when bidding for a certain lot, the bidder shall complete the scope of work for all items in that lot, partial bids per lot are not permitted and shall lead to exclusion.

The supplier 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 Employer will provide the necessary confirmations for manufacturers if necessary.

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

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

The Supply duration/delivery period shall not exceed **3 months from the date of Contract Signature.**

Qualification and Responsiveness Requirements:

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

The Employer 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)

Technical Specifications for Polyethylene Pipes and Fittings

2.1 General Specifications

2.1.1 Ambient Conditions

All pipes, materials and equipment's shall be in every respect suitable for storage, installation, use and operation in the conditions of temperature, humidity and the PH and water quality appertaining in Jordan.

Atmospheric temperature in Jordan varies between -10°C and 50°C .

2.1.2 Potable Water Certification

All pipes, fittings and 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), and whenever the regulation is changed it is the supplier 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.

2.1.3 Toxic Materials

Pipes, fittings 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 water in amounts that are considered to be toxic or otherwise dangerous for health Nontoxicity certificate should be provided.

2.1.4 Third Party Witness

2.1.4.1 General

The supplier shall furnish an original certificate from third party inspection agency showing all test results and analysis required by the applicable standard (ISO 4427 /2019) 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. The third-party inspection agency shall *verify that all materials used are eligible for the relevant standard production's requirements*. All certification should be from a certified and approved third party, and the certificates must be related to the same batch delivered to WAJ, all certificates must be valid and written in English.

2.1.4.2 Pipes

For pipes, the third Party shall verify that all pipes are produced in compliance with ISO 4427-2/2019 or BS EN 12201:2012, all batch release tests shall be witnessed and certified by an approved third party, and No pipe shall be accepted unless all type and batch release tests have been passed. The third party must clearly identify the pipe production date / code marked on the pipes, with each batch test performed.

2.1.4.3 Fittings

For fittings, the third Party shall verify that fittings are produced in compliance with ISO 4427-3/2019, BS EN 12201:2012 or equivalent, all batch release tests shall be witnessed and certified by an approved third party, and No fitting shall be accepted unless all type and batch release tests have been passed. The third party must clearly identify the fittings production date / code marked on the fittings, with each batch test performed.

2.1.5 Stamping and Marking of Third Party Tested Pipes

All pipes and fittings tested by the Third Party shall be indelibly stamped with the Third Parties distinctive mark before dispatch to Jordan. Pipes shall be stamped at each end.

2.1.6 Testing after Delivery

All materials supplied to the site in Jordan that have not been tested and stamped by the Third Party shall be subjected to acceptance tests carried out by the Royal Scientific Society, **or similar accredited authority**. Random samples shall be taken by the consultant from 2%, with a minimum of one, of each item in each batch. The test should confirm that the materials, fittings and pipes are manufactured according to ISO 4427:2019, BS EN12201:2012 or equivalent; all Tests required for polyethylene pipes and fittings must be performed according to the above standards and/or ISO 17885:2015. If any of the tests mentioned in the standards cannot be performed by the Royal Scientific Society then the supplier should provide a third party certificate for those tests *taking into consideration all the statements mentioned in "third party witness" section*.

The Contract price shall be inclusive of all testing requirements before and after delivery.

2.1.7 Pipes and Fittings Packing and Protection

2.1.7.1 General

The Supplier 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.



2.1.7.2 Specific packing requirements

- All pipes shall be bundled or packaged in such a manner as to provide adequate support and protection for the ends during transportation from the manufacturer to the Purchaser. All special provisions for ocean shipment shall be provided.
- The packaging of pipes by the manufacturer is normally consistent with the requirement to prevent damage and to comply with safety considerations. Usually pipes are delivered strapped into convenient bundles or banded coils. All ends must be closed with caps.
- All fittings must be packed in such a way to allow instant use on site without additional cleaning.
- All electro-fusion fittings must be packed in transparent protective bags. The electro-fusion fittings must then be packed in carton boxes.
- All fittings 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.
- Fittings are normally supplied in separate cartons together with any associated small items, such as bolts and gaskets.

2.2 Identification

The supplier 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 address of WAJ or YWC warehouse and the tender number. In addition, the container shall be marked with the following information.

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

2.3 Transport and Deliveries

- The supplier shall send to the Purchasers, one-week advance notice of all consignments of materials. Every consignment shall be accompanied by a detailed delivery note.
- The supplier shall deliver to and off load the materials onto the storage area as directed by the Purchasers. All materials delivered will be examined and inspected by the Purchaser and taken over by him.
- The Supplier shall provide necessary details to the shipping line on precautions to be taken during loading/unloading, handling & transport of the pipes & fittings and other components. Supplier shall provide to the purchaser a set of recommendations of manufacturer for handling, loading, unloading, transporting, and storing of polyethylene pipes and fittings
- The Purchaser shall arrange reception and storage areas only. The supplier shall be responsible for off-loading all materials.
- *The materials shall be delivered to the Purchaser's stores as detailed in the Bill of Quantities.*
- The supplier shall also be responsible for all handling and transport activities up to WAJ, store-yard.

2.4 Handling

Care shall be taken during loading, transporting, and unloading to prevent damage to the pipes. Under no circumstances shall pipes or fittings be dropped or rolled against one another. All pipes and fittings shall be examined. Any damaged materials must be rejected by the Purchasers.

2.5 Details to be provided at the time of tender

- Conformity to standard certificate from third party
- Manuals and technical catalogues
- Dates of batches or consignment deliveries.
- The supplier shall state which of the sections of the schedule of requirements he proposes to price and supply.
- Any alternative standards proposed including demonstration of equivalency or superiority to the standard specified, if allowed.
- Any alternative materials proposed including demonstration of equivalency or superiority to the standard specified, these alternative materials should be subjected to *the client's approval*.

- Where the supplier offers alternative standards, materials to those specified, the supplier shall provide prices for those specified and the alternatives proposed.
- The supplier shall include in his price for the training elements related to the materials he proposes to supply and shall list the elements of training offered, if needed or requested.
- The supplier shall provide prices for the equipment applicable to the sections of the schedule of requirements he intends to price.
- The supplier shall provide full details of his materials tests and procedures.
- Any alternative proposed specification for combined tracer and marker tape.
- ISO or EN certification for management and product.

2.6 Documents to be provided upon delivery

The contractor shall submit at least the following documents:

- Certificate of origin.
- Packing list
- Third-Party inspection reports (inspection including all the tests required in the standard)
- Any other documents requested by the Engineer and the hand over committee

All above documents must be valid and in English.

2.7 Manuals and Technical Specifications

The supplier shall supply full technical specifications for the items to be supplied at the time of tender. In addition, he shall provide full instruction manuals, which describe the correct methods and procedures necessary to construct the pipeline system in accordance with best practice. Conformity to standard certificate must be supplied at time of tender where this certificate must be issued from third party and valid up to date.

2.8 Additional Services

The supplier shall provide details of additional services, which he can provide e.g. technical advice and support and shall state his capability for supporting the project in the Amman location at the time of tender.

2.9 Polyethylene Pipes

2.9.1 Technical Specification

The polyethylene pipes shall conform to the requirements of Polyethylene (PE) pipes for water supply under pressure – Specification (ISO 4427-1/2:2019), (EN12201-1:2012, EN12201-2:2012) or equivalent standard in which a supplier must submit a copy of that standard and a proof of equivalency to the above specifications.

Conformity to standard certificate must be supplied at time of tender where this certificate must be issued from third party and valid up to date.

The pipes should have the following properties:

- Pressure class: PN 16 or PN 25 (According to contract documents)
- The Standard Dimension Ratio (SDR): SDR 11 for (PN 16), SDR 7.4 for (PN 25)
- Material Designation : PE 100

2.9.2 Length of Pipes

The following table shows the length of the pipes according to the diameter.

Diameter of pipe(mm)	Length of pipe (m)
Up to 63	100 m coils
65 to 170	50m or 100m: coils
180 and above	12 m standard pipes

Table 1 Pipe Length according to Diameter

2.9.3 Marking of Pipes

All PE pipes shall be indelibly marked at maximum intervals of one meter.

The marking shall show at least the following information:

- “WAJ” or “YWC”, as designated in the Bills of Quantities
- Manufacture’s name, logo and/or trademark
- Dimensions (nominal diameter)
- Materials, material class (i.e. PE 100) and pressure class (PN 16) or (PN 25)
- Production period (date and code)
- “Water” to indicate that pipes are intended for potable water
- Serial number
- Batch number
- Standard number
- Standard Dimension Ratio (SDR).

For direct purchase procurements order the marking depends on the value of the procurements order.

2.10 Polyethylene Fittings

2.10.1 Fittings used for Existing Networks

Fittings used for polyethylene pipes must be manufactured and tested according to the standards shown in the following tables. As shown, table 2.1 is standards for fittings for WAJ uses, such as maintenance purposes and storing in warehouses.

2.10.2 Connection Type

The following table shows the connection type and related standard according to diameter.

Diameter of pipe(mm)	Connection Type	Standard
25-100	Mechanical (Compression)	According to tables: 2.1
125 and above	Butt welding or Electro-fusion	ISO 12176:2008/AMD 1:2021 ISO 13953:2001/AMD1:2020, ISO 11414:2009

Table 2 Connection Type according to Diameter

The Butt-welding machine must be fully automatic.

N o.	Description الوصف	Installation /Type النوع	Standard No مواصفة التصنيع	Testing method مواصفة الفحص
1	PE Connector (25mm,32 mm, 63 mm)	Compression	ISO 17885:2015	ISO 3501:2015, ISO 3503:2015, ISO 3458:2015, ISO 3459:2015
2	PE EF Collar (125mm, 180 mm,250 mm,25 mm,32 mm, 63 mm)	Compression	ISO 4427:2019 or Equivalent: EN 12201-3 :2012	ISO 13955:1997/AMD 1:2020, ISO 13954:1997/AMD 1:2020, ISO 11413:2019
3	PE Reducer (32mm x 25mm, 63mm x 25mm,63mm x 32mm)	Compression	ISO 17885:2015	ISO 3501:2015, ISO 3503:2015, ISO 3458:2015, ISO 3459:2015
4	PE Adaptor (2" (63mm) Male, 1" (32mm) Male, 3/4" (25mm) Male) ^a	Compression		
5	PE Flange Adaptor (125mm, 180 mm, 250 mm)	Compression	ISO 4427:2019 or Equivalent: EN 12201-3 : 2012	ISO 13955:1997/AMD 1:2020, ISO 13954:1997/AMD 1:2020, ISO 11413:2019
6	PE Tee (63X63X63mm, 32X32X32mm, 25X25X25mm, 63X63X32 ,63X63X25,32X32X25) ^b	Compression	ISO 17885:2015	ISO 3501:2015, ISO 3503:2015, ISO 3458:2015, ISO 3459:2015
7	PE EF Tee 180X125(socket)	Compression	ISO 4427:2019 or Equivalent: EN 12201-3 : 2012	ISO 13955:1997/AMD 1:2020, ISO 13954:1997/AMD 1:2020, ISO 11413:2019
8	PE End Cap (63mm, 32 mm, 25 mm,)	Compression	ISO 17885:2015	ISO 3501:2015, ISO 3503:2015, ISO 3458:2015, ISO 3459:2015
9	PE Elbow 63mm, 32mm ,25 mm	Compression		
10	PE EF Elbow 90° (180(socket), 125 mm, 250 mm, etc.)	Compression	ISO 4427:2019 or Equivalent: EN 12201-3 : 2012	ISO 13955:1997/AMD 1:2020, ISO 13954:1997/AMD 1:2020, ISO 11413:2019
11	Electro fusion end cap (125 mm, 180 mm)	Compression		
12	PE EF Tapping (125*25, 180*25, 125*63, 125*32,63*32 ,63*25,)	Compression		

N o.	Description الوصف	Installation /Type النوع	Standard No مواصفة التصنيع	Testing method مواصفة الفحص
13	PE EF Elbow 45° (180, 125 mm, 250 mm, etc.)	Compression	ISO 4427:2019 or Equivalent: EN 12201-3 : 2012	ISO 13955:1997/AMD 1:2020, ISO 13954:1997/AMD 1:2020, ISO 11413:2019

^a Adaptor is used to connect Polyethylene pipes to pipe made from another material, and it should be compression from one side and male threaded from the other side.

^b It is not allowed to use the weldable outlet kit.

^c when the installation is near to the customer cabinet, whether the connection was straight connection or using elbow, compression fittings should be used.

2.10.3 Design Requirements

The design of fittings must ensure that the wires which coiled around the inner part of electro fusion fittings are built in the body of fittings not separated from it. The cutter of PE EF Tapping shall be certified for potable water use.

3 Technical Schedules (الجداول الفنية)

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

Lot 1

Nr.	Technical Requirement	Name of Bidder
PE Fittings		
1	Manufacturer	
2	Country of Origin	
3	Manufacturing Warranty 12 months	
4	Potable water Certification BS 6920:2014	
5	Non-toxic material Certification JMS 286/2015 OR BS EN 15664:2010	
6	Third Party Witness and Certification of the Manufacturer	
7	Quality Assurance Certificate ISO 9001	
9	Pressure class: PN 16 or PN 25 (According to contract documents)	
8	Technical Catalogues for all fittings	
9	Compliance to Section 2.10.2 of the technical specifications for all fittings listed in the BoQ	
10	Delivery Time (3 months)	

Lot 2

Nr.	Technical Requirement	Name of Bidder
PE Fittings		
1	Manufacturer	
2	Country of Origin	
3	Manufacturing Warranty 12 months	
4	Potable water Certification BS 6920:2014	
5	Non-toxic material Certification JMS 286/2015 OR BS EN 15664:2010	
6	Third Party Witness and Certification of the Manufacturer	
7	Quality Assurance Certificate ISO 9001	
9	Pressure class: PN 25	
8	Technical Catalogues for all fittings	
9	Compliance to Section 2.10.2 of the technical specifications for all fittings listed in the BoQ	
10	Delivery Time (3 months)	

Lot 3

Nr.	Technical Requirement	Name of Bidder
PE Pipes PN25		
1	Manufacturer	
2	Country of Origin	
3	Manufacturing Warranty 12 months	
4	Potable water Certification BS 6920:2014	
5	Non-toxic material Certification JMS 286/2015 OR BS EN 15664:2010	
6	Third Party Witness and Certification of the Manufacturer	
7	Quality Assurance Certificate ISO 9001	
8	Manufacturing Standard (ISO 4427:2019 / EN12201-2:2012)	
9	Pressure class: PN 25	
10	The Standard Dimension Ratio (SDR): SDR 7.4 for (PN 25)	
11	Material Designation PE100	
12	Accepted Lengths (Up to DN63 – 100m coils) (DN65 to DN170 – 50m or 100m coils)	
13	Technical Catalogues for pipes	
14	Delivery Time (3 months)	

Nr.	Technical Requirement	Name of Bidder
PE Pipes PN16		
1	Manufacturer	
2	Country of Origin	
3	Manufacturing Warranty (at least 12 months)	
4	Potable water Certification BS 6920:2014	
5	Non-toxic material Certification JMS 286/2015 OR BS EN 15664:2010	
6	Third Party Witness and Certification of the Manufacturer	
7	Quality Assurance Certificate ISO 9001	
8	Manufacturing Standard (ISO 4427:2019 / EN12201-2:2012)	
9	Pressure class: PN 10 or PN 16 (According to requested material)	
10	The Standard Dimension Ratio (SDR): SDR 11 for (PN 10 or PN 16)	
11	Material Designation PE100	
12	Accepted Lengths (Up to DN63 – 100m coils) (DN65 to DN170 – 50m or 100m coils)	
13	Technical Catalogues for pipes	
14	Delivery Time (3 months)	

4 Bill of Quantities (جداول الكميات)

- The bidder may select any number of Lots to bid for.
- The bidder shall complete the scope of work for all items in that lot, partial bids per lot are not permitted and shall lead to exclusion.
- The bidder shall only fill the BOQ for the lots that they are bidding for.
- The bidder shall leave the lots that they are not bidding for empty.
- The bidder shall fill the summary table to provide a summary of the Lots that they selected to bid for.

- يسمح للمناقص تقديم عرض مالي لحزمة واحدة أو أكثر
- يجب على المناقص أن يقدم سعر لجميع البنود في الحزمة الواحدة
- يجب على المناقص تعبئة جداول الكميات للحزمة التي سيتقدم لها فقط
- يجب على المناقص ترك الحزم التي لا يريد التقدم لها فارغة
- يجب على المناقص تعبئة ملخص العرض المالي لبيان عدد الحزم المتقدم لها المناقص.

LOT 1 (Fittings Pressure Ratings 16 and/or 10)

						Cost of Spare Parts		Taxes and Customs	
No	Procurement	Unit	Quantity for YWC	Quantity for WAJ	TOTAL Quantity	Price JD/m	Total price (JD)	Price JD/m	Total price (JD)
1.	PE adapter 25 mm x 3/4" PN16	piece	7,000.00	-	7,000.00				-
2.	PE adapter 32 mm x 1" PN16	piece	4,000.00	-	4,000.00				-
3.	PE adapter 63 mm x 2" PN16	piece	3,000.00	-	3,000.00				-
4.	PE connection fitting 63 mm PN16	piece	200.00	-	200.00				-
5.	PE connection fitting 32 mm PN16	piece	3,000.00	-	3,000.00				-
6.	PE connection fitting 25 mm PN16	piece	3,000.00	-	3,000.00				-
7.	PE 90 degree elbow 63mm PN16	piece	200.00	-	200.00				-
8.	PE 90 degree elbow 25mm PN16	piece	200.00	-	200.00				-
9.	PE / T 63 x (25) x 63 PN16	piece	200.00	-	200.00				-
10.	PE 90 degree elbow 125mm PN16 (Electrofusion)	piece	50.00	-	50.00				-
11.	Gunmetal Bronze Self Tapping Ferrule Straps with Gunmetal or Plastic Banjo & Top Cap / 63mm*32 mm PN16 (Pushfit Type)	piece	150.00	3,036.00	3,186.00				-
12.	Gunmetal Bronze Self Tapping Ferrule Straps with Gunmetal or Plastic Banjo & Top Cap /63mm*25 mm PN16 (Pushfit Type)	piece	-	2,680.00	2,680.00				
13.	PE connection fitting 180 mm PN16	piece	50.00	-	50.00				
14.	PE adapter flange 125mm x PN16 (male threaded)	piece	100.00	-	100.00				
15.	PE clamp saddle 125 mm x63 mm PN16	piece	100.00	-	100.00				
16.	PE clamp saddle 125 mm x32 mm PN16	piece	100.00	-	100.00				
17.	PE Home connection clamp 63 mm x 25 mm PN16	piece	100.00	-	100.00				
18.	PE Home connection clamp 63 mm x 32 mm PN16	piece	100.00	-	100.00				
19.	PE adaptor 32 mm PN10 (male threaded)	piece	500.00	-	500.00				
20.	PE T 25 mm PN10	piece	1,000.00	-	1,000.00				
21.	PE End cap 63 mm PN10	piece	2,500.00	-	2,500.00				
22.	PE End cap 32 mm PN10	piece	150.00	-	150.00				
23.	Delivery to YWC Warehouse	L.S	1	-	1				
24.	Delivery to WAJ Warehouse	L.S	-	1	1				
	Total Price Excluding Taxes and Customs [JOD]								
	Total Taxes and Customs [JOD]								
	Grand Total Including Taxes and Customs [JOD]								

LOT 2 (Fittings Pressure Rating 25)

						Cost of Spare Parts		Taxes and Customs	
No	Procurement	Unit	Quantity for YWC	Quantity for WAJ	TOTAL Quantity	Price JD/m	Total price (JD)	Price JD/m	Total price (JD)
1.	PE End cap 32 mm PN25	piece	-	1,500.00	1,500.00				
2.	Tee 25x25x25 mm PN25 (compression type)	piece	-	2,500.00	2,500.00				
3.	Tee 32x32x32 mm PN25 (compression type)	piece	-	2,000.00	2,000.00				
4.	Tee 63x25x63 mm PN25 (compression type)	piece	-	2,000.00	2,000.00				
5.	Tee 63x32x63 mm PN25 (compression type)	piece	-	1,500.00	1,500.00				
6.	Tee 63x63x63 mm PN25 (compression type)	piece	-	1,000.00	1,000.00				
7.	Tee 32x25x32 PN25 mm (compression type)	piece	-	1,000.00	1,000.00				
8.	Reducer 63x32 mm (compression type)	piece	-	2,000.00	2,000.00				
9.	Reducer 63x25 mm (compression type)	piece	-	1,000.00	1,000.00				
10.	Coupling 25mm PN25 (Compression type)	piece	-	5,000.00	5,000.00				
11.	Coupling 32mm PN25 (Compression type)	piece	-	2,000.00	2,000.00				
12.	Coupling 63mm PN25 (Compression type)	piece	-	2,000.00	2,000.00				
13.	PE 90 degrees elbow 25x25 mm PN25 (compression type)	piece	-	2,000.00	2,000.00				
14.	PE 90 degrees elbow 63x63 mm PN25 (compression type)	piece	-	500.00	500.00				
15.	PE 90 degrees elbow 32x32 mm PN25 (compression type)	piece	-	500.00	500.00				
16.	Adaptor 63mmX 2" PN25 (Compression type, male threaded)	piece		2,000.00	2,000.00				
17.	Adaptor 32mmX 1" PN25 (Compression type, male threaded)	piece		3,000.00	3,000.00				
18.	Adaptor 25mmX 3/4" PN25 (Compression type, male threaded)	piece		5,000.00	5,000.00				
19.	Plastic Self Tapping Ferrule Straps (push-fit Type) Main pipe 63mm	piece	-	30.00	30.00				
20.	Delivery to WAJ Warehouse	L.S	-	1	1				
	Total Price Excluding Taxes and Customs [JOD]								
	Total Taxes and Customs [JOD]								
	Grand Total Including Taxes and Customs [JOD]								

LOT 3 (Pipes PN 16 + PN25)

						Cost of Spare Parts		Taxes and Customs	
No	Procurement	Unit	Quantity for YWC	Quantity for WAJ	TOTAL Quantity	Price JD/m	Total price (JD)	Price JD/m	Total price (JD)
1.	PE -HD PIPE 25 mm (PN 16/DVGW)	m	60,000.00	-	60,000.00				
2.	PE-HD PIPE 63 mm (PN16/DVGW)	m	100,000.00	-	100,000.00				
3.	PE-HD PIPE 32 mm (PN16/DVGW)	m	40,000.00	-	40,000.00				
4.	PE-HD PIPE 125 mm (PN16/DVGW)	m	20,000.00	-	20,000.00				
5.	PE -HD PIPE 25 mm PN25	m	-	200,000.00	200,000.00				-
6.	PE-HD PIPE 63 mm PN25	m	-	100,000.00	100,000.00				-
7.	PE-HD PIPE 32 mm PN25	m	-	135,000.00	135,000.00				-
8.	Delivery to YWC Warehouse	L.S	1		1				
9.	Delivery to WAJ Warehouse	L.S		1	1				
	Total Price Excluding Taxes and Customs [JOD]								
	Total Taxes and Customs [JOD]								
	Grand Total Including Taxes and Customs [JOD]								

Financial Summary

Lot Number	Cost of Spare Parts Excluding Taxes and Customs [JOD]	Taxes and Customs [JOD]	Total Including Taxes and Customs [JOD]
Lot 1			
Lot 2			
Lot 3			
GRAND TOTAL [JOD] Numbers			
GRAND TOTAL [JOD] in Words			

5 Evaluation and Award **إجراءات التقييم وأحوالة العطاء**

5.1 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 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 number 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 Employer. The financial envelopes remain sealed and are held in custody by the Employer. The technical proposals are evaluated by the Employer. Following the approval of the technical evaluation, and at a date and time advised by the Employer, 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.

5.2 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 supplier 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

5.3 Financial Evaluation

1. The stamp fees shall be borne by the supplier and the price shall be included in the Contract Price.
2. The Applicant shall bid for one and/or more lots they may select. However, when bidding for a certain lot, the bidder shall complete the scope of work for all items in that lot, partial bids per lot are not permitted and shall lead to exclusion.
3. The financial offer shall be **valid for acceptance 120 days** from the date of submitting the offer.
4. The contract will be awarded to the compliant lowest total priced bid excluding taxes and customs, but the Accepted Contract Amount will include taxes and customs.
5. 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.
6. 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;

7. 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.
8. 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.

إجراءات التقييم وأحالة العطاء

5.1 عام

1. على المناقصين تقديم مغلفين مغلقين بنفس الوقت, بحيث أن يكون المغلف الاول مسمى "العرض الفني" والآخر "العرض المالي", على كلا هذين المغلفين ان يوضعوا في مغلف خارجي واحد ويتم تسليمها الى العنوان المحدد في دعوة العطاء. على المناقص ارفاق كفالة دخول العطاء في المغلف الفني فقط وصالحة لغاية 162 يوم من تاريخ تقديم العطاء.
2. يجب على المناقص تقديم نسختين ورقيتين من العرض الفني والمالي (أصلي ونسخة) المذكورة في النقطة 1 ويتم تسليمها الى العنوان المحدد في دعوة العطاء. بالإضافة الى نسخة الكترونية من العطاء الفني فقط على CD.
3. خلال جلسة فتح العروض الاولى سيتم فتح المغلف الفني فقط لجميع المناقصين. سيتم تحديد التاريخ والوقت للجلسة الاولى من قبل صاحب العمل واطار 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.

5.2 التقييم الفني

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

5.3 التقييم المالي

1. يتحمل المناقص/المورد جميع رسوم الطوابع بتضمينها في سعر العطاء.
2. للمنافس الحرية باختيار عدد الحزم / Lots التي يريد تقديم عرض لها بحيث أن لا تقل عن واحدة على الأقل. لكن , يجب على المناقص تقديم سعر لجميع البنود في الحزمة الواحدة/الحزم المختارة بحيث لن يتم قبول أو احتساب العرض اذا تم تقديم البنود غير كاملة في الحزمة الواحدة. وبخلاف ذلك سيتم استبعاد العرض.
3. يجب أن يكون عرض السعر صالحًا للقبول بعد 120 يومًا من تاريخ تقديم العرض.
4. سيتم تقييم العروض المالية على اساس السعر غير شامل الضرائب و الرسوم و ستتم الاحالة على المناقص المطابق فنيا صاحب اقل الاسعار غير شامل الضرائب و الرسوم لكن قرار الاحالة سيحدد قيمة الضرائب و الرسوم المقدمة من المناقص.
5. يجب أن يكون العرض المالي متوافقًا مع جدول الكميات المختومة من سلطة المياه في هذه الوثيقة ويجب أن يتم التوقيع عليها وختمها من قبل مقدم العطاء
6. في حال وجود تضارب بين سعر الوحدة والمبلغ الاجمالي يجب اعتماد سعر الوحدة وتصحيح المجموع والسعر الاجمالي وفقا لذلك ما لم يكن هناك ما يثبت بشكل واضح ان العلامة العشرية في غير موضعها.

7. في حال وجود خطأ في مجموع المبالغ في جدول الكميات نتيجة عملية الاضافة والطرح للمجاميع الفرعية فيجب اعتماد المجاميع الفرعية وتصحيح السعر الاجمالي وفقا لذلك .
8. في حال وجود تضارب بين السعر بالارقام و السعر بالتفقيط, يجب اعتماد السعر بالتفقيط ما لم يكن المبلغ المعبر عنه بالكلمات يتعلق بخطأ حسابي.

6 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 Supplier 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/Employer. 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 Supplier.

KfW Development Bank cannot pay any sales taxes, customs, and other levies under the financing agreement with Germany

5. Payment to the Supplier 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 Supplier, except for the bank charges of KfW as transferring bank only.

6. *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.***
7. The governing and communication language shall be English.
8. The governing law shall be the law of **Jordan**
9. *The Supplier 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 Supplier 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.
10. 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 Supplier under this clause shall not exceed the amount of this supply agreement.
 11. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier 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.
 12. If the Supplier 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.
 13. *The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.*
 14. The Supplier 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 *Supplier's liability. the Supplier'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.
 15. The Supplier 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 Supplier, 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 Supplier under the Contract is terminated*, and the date upon which such termination becomes effective.
 16. Except in cases of criminal negligence or willful misconduct,
 - a) The Supplier 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 Supplier to pay liquidated damages to the Purchaser; and
 - b) The aggregate liability of the Supplier 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 supplier to indemnify the purchaser with respect to patent infringement
 17. 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 which the Supplier *failed to perform any of his obligations under the Contract.*

18. The Goods that are complete and ready for shipment within twenty-eight (28) days after *the Supplier'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 select:
 - 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 Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
19. 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.
20. In performing his services according to this Agreement, the Supplier 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.
21. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.
22. In the case of a dispute between the Purchaser and a Supplier 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.*
23. Price Adjustments are not allowed under this contract.
24. *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 Supplier requests for an advance payment.*
25. 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.
26. The Performance Bank Guarantee to be provided by the successful Supplier 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.
27. Failure of the successful Supplier 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.
28. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the data of the Completion of the *Supplier's performance obligations under the Contract.*

29. The awarded bidder shall bare the costs of the advertisement in the national gazette, one time.
30. If the Supplier fails to comply with the specified [Time for Completion], the Supplier shall be subject to pay delay damages to the Employer/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 Supplier 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.

31. Following the completion of works specified under this contract, the supplier shall provide a defects notification 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 supplier once a clearance letter provided by the Purchaser.
32. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. Upon receipt of such notice, the Supplier 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 Supplier 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 Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.*
33. The Supplier 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

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

1. يجب أن يكون تاريخ بدء هذه الاتفاقية بعد 5 أيام من توقيع اتفاقية العقد من قبل الطرفين والموافقة من البنك الممول KfW وإصدار الموافقات من السلطات المعنية.

2. تمويل الحكومة الألمانية هذا العقد من خلال بنك الأعمار الألماني KfW .

3. Dorsch International Consultants GmbH هو الاستشاري لصاحب العمل/المشتري (سلطة المياه) لأغراض طلب الشراء.

4. يجب أن تتم جميع المدفوعات **بالدينار الأردني** في غضون ستين (60) يوماً من تقديم المطالبة مدعمة 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 16% + الضرائب والجمارك للمواد واللوازم الموردة بموجب هذا العقد والموضحة في البيان الجمركي) في جداول الكميات وفصلها عند تقديم المطالبة المالية بعد استكمال الأعمال ليتم دفع المبلغ الفعلي من صاحب العمل/المشتري. يشترط على المورد تقديم فواتير معتمدة من دائرة الضريبة والجمارك ورافقها مع المطالبة المالية و على ان لا تتجاوز المبالغ المدرجة في جدول الكميات. ويتحمل المورد أي رسوم أخرى مطبقة في الأردن.

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.

5. 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.

6. أي مدفوعات، إذا لزم الأمر، سيتم إرسالها على [رقم الحساب الخاص الذي تقدمه سلطة مياه الأردن]... لحساب سلطة المياه الأردنية، المملكة الأردنية الهاشمية.

7. اللغة الحاكمة لهذا العقد هي اللغة الإنجليزية كون المشروع ممول من الخارج.

8. القانون الحاكم هو القانون الأردني.

9. يجب على المورد، وفقاً لامتثال المشتري للشروط / الشرط 10، 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.

10. 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.

11. 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 بأي مفاوضات لتسوية أي إجراءات أو مطالبة.
12. إذا فشل المورد في إخطار المشتري في غضون ثمانية وعشرين (28) يومًا بعد استلام هذا الإشعار بأنه ينوي إجراء أي إجراءات أو مطالبة من هذا القبيل، فسيكون للمشتري الحرية في إجراء ذلك نيابة عنه.
13. يجب على المشتري، بناءً على طلب المورد، أن يقدم كل المساعدة المتاحة للمورد في إجراء مثل هذه الإجراءات أو المطالبة، ويجب أن يعرضه المورد عن جميع النفقات المعقولة التي تكبدها في القيام بذلك.
14. يجب على المورد طيلة فترة العقد ومدة التوريد إلى حين استلام اللوازم والموافقة عليها من قبل المشتري، أن يوفر تأمين على المركبات والنقل العام للبضائع/اللوازم المطلوبة بحدود تعويض لا تقل عن المبالغ المنصوص عليها في البند 10 أعلاه، لأي حدث واحد أو سلسلة من الحوادث الناشئة عن أي حدث واحد فيما يتعلق بمسؤولية المورد بموجب البند 9. هذا يتضمن المسؤولية العامة / و أي طرف ثالث متأثر بخدمات التوريد وأي مخاطر أو أحداث أخرى منصوص عليها في الاتفاقية. يجب أن يكون تأمين نقل البضائع على الأقل 110٪ (مائة وعشرة بالمائة) من مبلغ العقد المقبول ويجب أن يغطي أساس "جميع المخاطر" ويجب أن يشمل مخاطر الحرب والإضراب العام.
15. يجب على المورد تقديم وثائق التأمين المذكورة بموجب الفقرة 14 و أن يقوم بتزويد المشتري أو الاستشاري عندما يطلب منه القيام بذلك.
16. 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 تبعية، 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.
17. يحق للمشتري بموجب كتاب رسمي منه إنهاء العقد جزئياً أو كلياً في أي وقت بما يحقق مصلحة العمل مع تحديد الأسباب ومدى إخلال المورد باداء واجباته المطلوبة في العقد.
18. يجب على المشتري قبول البضائع الجاهزة للشحن و لجميع البضائع التي تم شرائها من قبل المورد في غضون ثمانية وعشرين (28) يومًا بعد استلام المورد لإشعار الإنهاء وفقاً لشروط العقد وأسعاره. و لما 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.
19. قبل إصدار أي قرار بشأن فسخ العقد مع المورد، يجب على الأطراف عدم الإخلال بأية مسؤولية فيما يتعلق بأي إهمال أو تقصير صادر عن أي أو كلا الطرفين.
20. على المورد وفقاً لهذه الاتفاقية أن لا 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.
21. 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 وإيجاد الحلول البديلة للتغلب أو التخفيف من اثر الظروف الاستثنائية/القوة القاهرة.
22. إذا كان المورد محلي وفي حالة وجود نزاع بين المشتري والمورد، يجب إحالة النزاع إلى التحكيم وفقاً لقوانين بلد المشتري.

23. تعديل الأسعار غير مسموح بها بموجب هذا العقد
24. قيمة الدفعة المقدمة هي 10% 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.
25. في غضون 14 (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 10% (عشرة بالمائة) من سعر العقد **بالدينار الأردني**. على الكفالة أن تكون كالنموذج المرفق في هذا العقد وتبقى سارية المفعول لحين استكمال إجراءات التوريد اصولياً.
26. 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.
27. في حال فشل المورد باصدار كفالة حسن التنفيذ حسب متطلبات العقد، تعتبر هذه أسباب كافية للمشتري بالغاء قرار احالة العطاء ومصادرة قيمة كفالة دخول العطاء.
28. يجب اعادة كفالة حسن التنفيذ من قبل المشتري/صاحب العمل وإعادته إلى المورد في موعد لا يتجاوز ثمانية وعشرين (28) يوماً بعد استكمال كافة الالتزامات وحسن أداء المورد بموجب العقد.
29. يتحمل المناقص المحال عليه العطاء كلفة نشر الاعلان في الجريدة الرسمية مرة واحدة.
30. 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

31. بعد استكمال إجراءات التوريد والافراج عن تأمين حسن التنفيذ اصولياً يقدم صاحب العرض الفائز تأمين مالي (تأمين صيانة) كفالة بنكية فقط بنسبة لا تقل عن (5 %) من إجمالي 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.
32. على المشتري اشعار المورد بالعيوب فور اكتشافها، وإرفاق جميع الادلة والمستندات لتعزيز الاشعار. وبدوره على المورد و في غضون 10 أيام عمل من تاريخ استلام الاشعار، إصلاح أو استبدال اللوازم ذات العيوب أو أجزاء منها دون أي تكلفة على المشتري. إذا تم اخطار المورد و فشل في القيام بالإصلاحات المطلوبة خلال الفترة المحددة في العقد فيجوز للمشتري خلال فترة الصيانة أن يتخذ الاجراءات التصحيحية على مسؤولية ونفقة المورد.
33. إن استلام اللوازم من قبل السلطة وفحصها من قبل لجنة الاستلام أو أي جهة أخرى لا يعفي المورد من مسؤولياته تجاه اللوازم المورددة طيلة فترة الضمان ، وللسلطة الحق بإعادتها والشراء على حسابه إذا تبين وجود عيب أو عطل مصنعي خلال استخدامها.

Declaration of Undertaking & Guarantee Forms

7 Declaration of Undertaking (تعهد التزام)

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

To: ("Project Executing Agency")

1. We recognise 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, reorganisation 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 organisation, money laundering, terrorist-related offences, child labour 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 Capitalised 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 employer, 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 suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁴ (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 Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer 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.

8 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, (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°10/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 **[Tender validity date + 42 days]**

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 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 Supplier** (hereinafter called "the Applicant") has entered into Contract No 10/Supply-KfW/2021 dated.....with the Beneficiary, for the supply and procurement of **PE Pipes and Fittings** (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**⁶ 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 than⁷.

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 This guarantee shall be issued in the contract currency only.

⁷ the guarantee shall be valid for at least 28 days from the date of contractual contract completion and necessary approvals obtained.

10 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 Supplier** (hereinafter called "the Applicant") has entered into Contract No 10/Supply-KfW/2021 dated.....with the Beneficiary, for the supply and procurement of **PE Pipes and Fittings** (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)

11 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. 10/Supply-KfW/2021 dated
..... with the Beneficiary, for the supply of Procurement of Spare Parts
and Equipment as response to COVID-19 Crisis , **"Polyethylene Pipes and Fittings"**
(hereinafter called "the Contract"). Furthermore we understand that, according to the conditions
of the Contract, an advance payment in the sum of JOD
.....⁸, 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 defences, 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)

⁸ This guarantee must be issued in the contract currency only.

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, supplier, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, 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 suppliers, 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 for Pipes for each lot
- ☐ Technical Catalogues for Fittings for each lot
- ☐ Technical Schedules
- ☐ Standard Manufacturing Warranty for at least 12 months
- ☐ Any other document required under the technical specifications

3. Financial Envelope – Two Copies

- ☐ Priced Bill of Quantities for the chosen lots
- ☐ Financial Summary

