



## THE HASHEMITE KINGDOM OF JORDAN

### Ministry of Water & Irrigation

### Water Authority of Jordan

المملكة الأردنية الهاشمية

وزارة المياه والري

سلطة المياه الأردنية

### Climate Change Mitigation Measures in the Wastewater Sector in Jordan

#### Accompanying Measures

مشروع التخفيف من اثار الاحتباس الحراري في قطاع الصرف الصحي في الاردن

الاجراءات المصاحبه

### INVITATION TO BID (NCB) FOR THE PROCUREMENT OF SPARE PARTS AND EQUIPMENT - PACKAGE 3

دعوة العطاء

قطع غيار و معدات - مجموعة 3

Contract No: 17/SUPPLY-KfW/2021

BMZ No. 2016 70 249

KfW-Procurement Number 509251

March 2023

آذار 2023

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# 1 Invitation for Bid دعوة العطاء

## Hashemite Kingdom of Jordan Water Authority of Jordan

### Climate Change Mitigation Measures in the Wastewater Sector in Jordan - Accompanying Measures

#### Procurement of Spare Parts and Equipment - Package ٣ Contract No: 1٧/supply-KfW/2021

The Water Authority of Jordan (WAJ) has received funding 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 for Shallalah, Central Irbid and Wadi Arab WWTPs under the Climate Change Mitigation Measures in the Wastewater Sector in Jordan - Accompanying Measures Project.

Therefore, the Water Authority of Jordan now invites sealed Bids from Bidders for the scope of works specified under this contract. **The bidding procedure adopted for this tender is Solicitation of Quotations.**

Interested Applicants are invited to bid for the items they select from the BOQ. The BOQ is divided into 3 Lots.

Interested eligible<sup>1</sup> 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,

The tenderers will receive a soft copy of the tender documents from the Ministry of Water and Irrigation via email. However, **to participate in this tender, the tenderer must collect the stamped hard copy of the tender documents from the above-mentioned address.**

A complete set of bidding documents is available to interested Bidders. Documents in English and Arabic may be collected (**for free**) from 14/3/2023 to 23/3/2023 at (9:00 AM – 1:00 PM).

In case there is a discrepancy between the text in Arabic language and the text in English language, 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 27/3/2023

<sup>1</sup> Refer to KfW Development Bank Eligibility Criteria in page 33

The Bidders can conduct the site visits to Shallalah WWTP on 26/3/2023 to inspect the site especially for items that require site installation.

For Shallalah Plant, the Bidders may coordinate the site visit with Eng. Hamzeh Bani Hani on mobile number: 0790242410

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 Climate Change Mitigation Measures in the Wastewater Sector in Jordan Accompanying Measures - Procurement package 3
Delivery Address	The Water Authority of Jordan WAJ Tender Department / Sixth Floor Shemisani PO Box 5012 , Amman 11181 Jordan Attn: Eng.Ru'a AISoub
Not to be opened before 12:00 Noon 12/4/2023	

Bidders shall submit a single sealed envelope which the Bidder's Technical and financial offer, in addition to the following items, to the address indicated above on or before 12 noon local time, **12/4/2023**

- 1) A bid security of 3% of the total amount of the applicant's offer, covering all items the applicant applied for, in accordance with the form provided in the tender documents. Cheques are not permitted as an alternative for bid security.
- 2) A signed and stamped Declaration of Undertaking.
- 3) Company registration certificate.
- 4) Professional license(s).
- 5) Standard supplier warrantee, for all items they are bidding for, warranting all items against manufacturing defects for no less than 12 months.

**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/>

**The Employer shall reject any bid not accompanied with any of the above-mentioned documents.**

### **Scope of Works**

The scope of work and the delivery location for each item are described in section 2: Bills of Quantities.

The Bidder can bid for one and/or more lots that they select. The bidder can bid for all or any number of items within each lot. If an item within a lot is obsolete or otherwise not available, then the supplier can provide a bid for an alternative item that is approved by the Original Equipment Manufacturer.

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. (Incoterms: pursuant to DDP)

The supplier shall deliver all items included in a certain lot at the same time as one package.

Only Lots number **1 and 2** will require the awarded supplier to submit a defects notification security at the time of award.

The Supply duration shall not exceed <sup>^</sup> **months** from the date specified in the notification of award letter.

**دعوة العطاء**  
**المملكة الأردنية الهاشمية**  
**سلطة المياه الأردنية**  
**مشروع التخفيف من اثار الاحتباس الحراري في قطاع الصرف الصحي في الاردن**  
**الاجراءات المصاحبه**  
**شراء قطع غيار و معدات - مجموعة 3**  
**رقم العقد: 17/supply-KfW/2021**

تلقت سلطة المياه الأردنية منحة من الحكومة الألمانية من خلال KfW Entwicklungsbank وتعتزم تطبيق هذه المنحة على المدفوعات بموجب عقد "شراء قطع الغيار والمعدات لمحطات تنقية وادي الشلالة، إربد المركزية و وادي العرب كجزء من مشروع التخفيف من اثار الاحتباس الحراري في قطاع الصرف الصحي في الاردن - الاجراءات المصاحبه.

لذلك ، تدعو سلطة المياه الأردنية المناقصين إلى تقديم عروض مختومة لنطاق الأعمال المحددة بموجب هذا العقد. **طريقة المناقصة المتبعة في هذا العطاء هي استدرج العروض.**

المتقدمون المهتمون مدعوون للمناقصة على الحزم التي يختارونها من جداول الكميات في هذا العطاء المقسم إلى 3 (ثلاثة) حزم. يمكن لمقدمي العطاءات المؤهلين<sup>2</sup> الحصول على مزيد من المعلومات من:

- مديرية العطاءات/ سلطة المياه / الطابق السادس
- ص.ب الشميساني ٥٠١٢
- عمان ١١١٨١ الأردن
- هاتف: ٦٥٦٨٠١٠٠ (٩٦٢)
- بريد إلكتروني: Rua\_Alsoub@mwi.gov.jo

سترسل وثائق العطاء للمناقصين بالإيميل. يجب على المناقص الراغب بالمشاركة الحصول على الوثائق المختومة (بالمجان) باللغة الإنجليزية و العربية من ٢٠٢٣/٣/١٤ إلى ٢٠٢٣/٣/٢٣ من الساعة التاسعة صباحاً وحتى الثانية مساءً.

في حالة وجود تعارض بين الوثائق باللغة العربية والوثائق باللغة الإنجليزية ، تسود الوثائق باللغة الإنجليزية.

أي أسئلة تتعلق بوثائق العطاء يجب أن يتم إرسالها إلى سلطة المياه الأردنية على العنوان المبين أعلاه. يجب تقديم جميع الأسئلة كتابياً أو بالفاكس أو بالبريد الإلكتروني. لن يتم الرد على أي أسئلة إذا تم تقديمها من خلال وسائل أخرى. سيتم الرد على جميع الأسئلة عبر ملاحق رسمية لوثيقة العطاء وسيتم إرسالها إلى جميع المناقصين. يجب إرسال جميع الأسئلة واستلامها قبل ٢٠٢٣/٣/٢٧ لن يتم الإجابة عن أية الاستفسارات ترسل بعد الموعد الاخير.

**زيارات الموقع:**

يمكن للمناقصين القيام بزيارة محطة تنقية الشلالة بتاريخ ٢٠٢٣/٣/٢٦ للكشف عن الموقع، خصوصاً للبنود التي تتطلب تركيباً في الموقع.

لمحطة الشلالة، يمكن للمناقصين تنسيق زيارة الموقع مع المهندس حمزة بني هاني على رقم الموبايل: 0790242410

<sup>٢</sup> شروط تأهيل البنك الألماني للتنمية KfW في صفحة 71 من هذه الوثيقة

يجب أن تكون العروض المقدمة مغلقة ومختومة ومكتوب على المغلف بشكل واضح اسم المناقص وبيده الالكتروني ورقم الهاتف بالإضافة إلى المعلومات التالية كما يلي:-

تقديم عرض مالي و فني	شراء قطع الغيار التخفيف من اثار الاحتباس الحراري في قطاع الصرف الصحي في الاردن - الاجراءات المصاحبه. مشتريات - مجموعه ٣
عنوان التسليم	سلطة المياه الأردنية مديرية العطاءات /سلطة المياه الأردنية / الطابق السادس الشميساني ص.ب ٥٠١٢ عمان ١١١٨١ الأردن عناية: م.رؤى الصعوب
يمنع فتح المغلف قبل الساعة ١٢ ظهرا من تاريخ ٢٠٢٣/٤/١٢	

يجب على المناقصين تقديم مغلف واحد مختوم يتضمن العرض الفني والمالي، بالإضافة إلى الوثائق التالية، يجب تسليم المغلف إلى العنوان الموضح أعلاه في أو قبل ١٢ ظهراً بالتوقيت المحلي بتاريخ ٢٠٢٣/٤/١٢

(١) كفالة دخول العطاء بنسبة ٣٪ من المبلغ الإجمالي لعرض المناقص، ويغطي جميع البنود التي تقدم بها، وفقاً للنموذج المقدم في وثائق العطاء. لا يسمح بالشيكات كبديل لكفالة دخول العطاء.

(٢) تعهد التزام موقع ومختوم.

(٣) شهادة تسجيل الشركة.

(٤) الرخصة/الرخص المهنية.

(٥) كفالة العيوب المصنعية من المورد لمدة لا تقل عن 12 شهر.

لن يسمح بالعطاءات الإلكترونية وسيتم رفض الطلبات المتأخرة.

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

يمكن لصاحب العمل رفض أي عطاء غير مصحوب بأي من الوثائق المذكورة أعلاه.

## نطاق الأعمال

نطاق الأعمال و موقع التوصيل / التركيب لكل بند تم إيضاحها في الجزء 2: جداول الكميات.

يمكن للمناقص التقدم لحزمة واحدة و/أو أكثر. يمكن للمناقص التقدم لكل اولاي من البنود ضمن اي من الحزم. إذا كان أحد البنود الموجودة في الحزمة قديماً أو غير متوفر بطريقة أخرى، فيمكن للمورد تقديم عرض لبند بديل معتمد من قبل الشركة المصنعة للمعدات الأصلية.

يكون المورد مسؤولاً عن جميع إجراءات شراء وتنسيق وإدخال المعدات و / أو قطع الغيار إلى الأردن وتسليمها إلى الموقع المحدد. سيدعم صاحب العمل التأكيدات اللازمة للمصنعين إذا لزم الأمر.

يجب على المورد الحصول على جميع التصاريح والتراخيص اللازمة لاستيراد المعدات و / أو قطع الغيار المحددة في فواتير الكمية.

يكون المورد مسؤولاً عن المعدات و / أو قطع الغيار المحددة حتى التسليم والقبول. فقط الكميات التي تم تسليمها وتسليمها بحالة جيدة كما هو محدد سيتم قبولها ودفع ثمنها. انكوترم DDP(تسليم واجب مدفوع)

يجب على المورد تسليم جميع البنود المدرجة في حزمة معينة في نفس الوقت كدفعة واحدة.

يجب على المورد تقديم نموذج كفالة الصيانة في وقت الاحالة للحزم رقم ١ و ٢ فقط.

يجب ألا تزيد مدة التوريد عن ٨ أشهر من التاريخ المحدد في قرار الاحالة.

## 2 Bills of Quantities (جداول الكميات)

The Bidder can select any number of Lots to bid for and any number of items within each lot.

The Bidder shall deliver the complete scope they were awarded. If an item within a lot is obsolete or otherwise not available, then the supplier can provide a bid for an alternative item that is approved by the Original Equipment Manufacturer.

The bidder shall only fill the BOQ for the items that they are bidding for.

The Bidder shall leave the Items that they are not bidding for empty.

The bidder shall fill the summary table (section 3) to provide a summary of the Lots that they selected to bid for.

يمكن للمناقص تقديم عرضه لاي عدد من البنود.

يجب على المناقص اكمال نطاق الاعمال. إذا كان أحد العنود الموجودة في الحزمة قديمًا أو غير متوفر ، فيمكن للمورد تقديم عرض لبند بديل معتمد من قبل الشركة المصنعة للمعدات الأصلية.

يجب على المناقص تعبئة جداول الكميات للبنود التي يريد التقدم لها فقط.

يجب على المناقص ترك البنود التي لا يريد التقدم لها فارغة في جداول الكميات.

يجب على المناقص تعبئة جدول الخلاصة (الجزء ٣) لتقديم ملخص للبنود المراد المناقصة عليها. للحرص للبنود للحرص للبنود.



**Lot 1**

							Cost Excluding Taxes and Customs		Estimated Taxes and Customs		
Item	Description	Manufacturer	Quantity	Specifications	Scope of Work	Place of Delivery	Delivery Time	Price per unit (JD)	Total Price (JD)	Price per unit (JD)	Total Price (JD)
1.A	55 KW VFD	Danfoss	1	Danfoss Drive, VLT® AQUA FC-202 Series 55 KW / 75 HP, Three phase 380 - 480 VAC, IP20 / Chassis RFI Class A1/B (C1) Coated PCB, Latest release std. SW. FC-202P55KT4E20H3XGCDXXSXXXAXBKXXXXDX	Supply, Install, and commission at site.	Shallalah WWTP					
1.B	11 KW VFD	Danfoss	1	Danfoss Drive, VLT® AQUA FC-202 Series 11 KW / 15 HP, Three phase 380 - 480 VAC, IP20 / Chassis RFI Class A1/B (C1) Coated PCB, Latest release std. SW. FC-202P11KT4E20H3XGCXXXSXXXAXBKXXXXDX	Supply, Install, and commission at site.	Shallalah WWTP					
<b>Total Cost Excluding Taxes and Customs for Lot 1 in Numbers</b>										--	--
<b>Total Cost Excluding Taxes and Customs for Lot 1 in Words</b>											
<b>Total Estimated Taxes and Customs for Lot 1 in Numbers</b>									--	--	
<b>Total Estimated Taxes and Customs for Lot 1 in Words</b>											

**Lot 2**

								Cost Excluding Taxes and Customs		Estimated Taxes and Customs	
Item	Description	Manufacturer	Quantity	Specifications	Scope of Work	Place of Delivery	Delivery Time	Price per unit (JD)	Total Price (JD)	Price per unit (JD)	Total Price (JD)
2.A	Repair of dehydration chiller system for biogas unit	Passavant / Klargastechnik	1	Biogas dehydration system includes: Gas Dehydration model KGT 500 S; serial no.1591-11. Compressor Copeland Scroll model ZR61KSE-TFM. Condenser Siarco Refrigeration model CN 313 V, 10.65 kW capacity. Refrigerant type R134A. Associated refrigerant tubing.	During bid stage, mandatory site visit and condition assessment must be completed to determine costs to rehabilitate to full working condition. After award, complete all required repairs, replace of spare parts for the system, re-charge with refrigerant, and commission the chilling system.	Shallalah WWTP					
<b>Total Cost Excluding Taxes and Customs for Lot 2 in Numbers</b>										--	--
<b>Total Cost Excluding Taxes and Customs for Lot 2 in Words</b>											
<b>Total Estimated Taxes and Customs for Lot 2 in Numbers</b>									--	--	
<b>Total Estimated Taxes and Customs for Lot 2 in Words</b>											

### Lot 3

Item	Description	Manufacturer	Quantity	Specifications	Scope of Work	Place of Delivery	Delivery Time	Cost Excluding Taxes and Customs		Estimated Taxes and Customs	
								Price per unit (JD)	Total Price (JD)	Price per unit (JD)	Total Price (JD)
3.A	compact controller mains	ComAp	1	IM-NT	Supply	Shallalah WWTP					
3.B	extension card	Motortech	1	PTM	Supply	Shallalah WWTP					
3.C	coupling relay	Finder Relais GmbH	1	38.51.7.024.0050	Supply	Shallalah WWTP					
3.D	circuit breaker	Merlin Gerin GmbH	1	NSX400F	Supply	Shallalah WWTP					
3.E	amperemeter	M-TEC Messtechnik GmbH	6	IS96DEA / 0400A / 800A / 5A	Supply	Shallalah WWTP					
3.F	voltmeter with selector switch	Otto Muller GmbH Mess-und Regeltechnik	1	EQ96 500 V	Supply	Shallalah WWTP					
3.G	amperemeter	M-TEC Messtechnik GmbH	1	96x96 ; 0-20 Ma	Supply	Shallalah WWTP					
3.H	controller	Motortech	1	AIO NT/ AFR-PCLSM+PMS/display	Supply	Shallalah WWTP					
3.I	modem 56k analogue	Motortech	1	63.50.057	Supply	Shallalah WWTP					
3.J	power relay	Bosch GmbH	1	0 332 209 204	Supply	Shallalah WWTP					
3.K	relay 4-pole	Finder Relais GMBH	1	55.34/9.024.00.90	Supply	Shallalah WWTP					
3.L	transducer	M-TEC Messtechnik GmbH	1	TRV100	Supply	Shallalah WWTP					
3.M	extension card	Motortech	1	PTM	Supply	Shallalah WWTP					
3.N	extension card analogue	Motortech	2	AIN8	Supply	Shallalah WWTP					
3.O	extension card digital	Motortech	1	BIN 16/8	Supply	Shallalah WWTP					
3.P	contactor	Telemecanique	1	CAD50BD+LAD-N22 / 24VDC	Supply	Shallalah WWTP					
3.Q	amperemeter	M-TEC Messtechnik GmbH	1	PQ72025A	Supply	Shallalah WWTP					
3.R	volt meter	M-TEC Messtechnik GmbH	1	PQ72S/040VDC	Supply	Shallalah WWTP					
3.S	contactor	Telemecanique	1	LC1K0910BD	Supply	Shallalah WWTP					
3.T	multifunction time relay	Finder Relais GMBH	1	60.13/90.03/86.00.0.240	Supply	Shallalah WWTP					
3.U	electronic potentiometer	ComAp	1	EP 250	Supply	Shallalah WWTP					
3.V	speed governor	Heinzmann GmbH & Co.	1	DC602-V DG 6-02	Supply	Shallalah WWTP					
3.W	level switch	KSR-Kuebler Niveau-Messtechnik AG	1	EVR1	Supply	Shallalah WWTP					

3.X	pressure transmitter	Danfoss Antriebs- und Regeltechnik GmbH	1	MBS3000	Supply	Shallalah WWTP					
3.Y	solenoid valve	RAPA	1	BV01/2	Supply	Shallalah WWTP					
3.Z	Battery charger 24 V / 20 A	DEIF GmbH	1	DCP-2024	Supply	Shallalah WWTP					
3.AA	Gas mixture unit	Enserv EIS GmbH	1	Enserv STMH04V01	Supply	Shallalah WWTP					
3.AB	double solenoid valve	DUNGS GMBH & CO, KG , KARL	1	DMV-D	Supply	Shallalah WWTP					
3.AC	pressure transmitter	Huba Control GmbH	1	652	Supply	Shallalah WWTP					
3.AD	thermocouple	Diverse	1	s.MAP	Supply	Shallalah WWTP					
3.AE	temperature sensor	Danfoss Antriebs- und Regeltechnik GmbH	1	MBT 5250	Supply	Shallalah WWTP					
3.AF	actuator	ESBE GmbH	1	ALA221	Supply	Shallalah WWTP					
3.AG	actuator	Diverse	1	s.MAP	Supply	Shallalah WWTP					
3.AH	starter motor	Bosch GmbH	1	AZF4575	Supply	Shallalah WWTP					
3.AI	ignition unit	Motortech	1	MIC520	Supply	Shallalah WWTP					
3.AJ	voltage regulator AVR	Leray-Somer GmbH	1	R450	Supply	Shallalah WWTP					
3.AK	pick -up	Motortech	1	63.60.002-I	Supply	Shallalah WWTP					
3.AL	pick -up	Heinzmann GmbH & Co.	1	IA02-76	Supply	Shallalah WWTP					
3.AM	pick -up	Motortech	1	MIC520	Supply	Shallalah WWTP					
3.AN	double solenoid valve	DUNGS GMBH & CO, KG , KARL	1	DMV 525/12	Supply	Shallalah WWTP					
3.AO	VFD	Power flex	2	7.5 KW	Supply	Shallalah WWTP					
<b>Total Cost Excluding Taxes and Customs for Lot 3 in Numbers</b>										--	--
<b>Total Cost Excluding Taxes and Customs for Lot 3 in Words</b>											
<b>Total Estimated Taxes and Customs for Lot 3 in Numbers</b>									--	--	
<b>Total Estimated Taxes and Customs for Lot 3 in Words</b>											

**3 Summary table of the lots that the bidder is bidding for:**

Lot #	Item #	Total Cost including Taxes and Customs (JD) in Numbers	Total Cost including Taxes and Customs (JD) in Words

## 4 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, and 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. Payment:
  - The amount as per the Contract award excluding taxes and customs, shall be paid in **Jordanian Dinar** within forty-five (45) days of presentation of a payment certificate by the Consultant supported by an invoice from the supplier. The payment certificate will be issued after the Goods have been delivered and that all other contracted Services have been performed.
  - The Project shall not be exempt from any duties, taxes, fees, levies and other charges applicable in Jordan. The duties, taxes, fees, levies and other charges shall be priced separately in the Bills of Quantities and shall be claimed as separate itemised amounts in all invoices for payment and will be reimbursed by the Purchaser/Employer within forty-five (45) days from the receipt of a payment certificate from the Consultant. The tax and customs will be reimbursed for the **certified actual amounts paid, up to the amount inserted in the BoQ.**
  - All Invoices shall bear the supplier's VAT registration number.
  - Claims for the VAT shall be supported by a clearance certificate from the tax department.
  - Claims for the Customs and other fees and duties shall be supported by the customs declaration form.

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

5. The invoiced amount for taxes and customs shall not exceed the estimated amount in the bid.
6. Payment to the Supplier of the amounts due in each currency shall be made into the following bank accounts:

*[Supplier to insert bank account details at the time of contract signing]*

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Bank charges are for the account of the Supplier, 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 Supplier shall, subject to the Purchaser's compliance with Term/Condition 11, 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.
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 Supplier 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 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.
13. 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.
14. 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.
15. 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 11** 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.

16. The Supplier shall produce for inspection documentary evidence that the insurances required by **Clause 15** 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.
17. Except in cases of criminal negligence or wilful 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
18. The buyer 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 supplier's performance and the date.
19. 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 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 Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
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 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.
22. 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.
23. 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.
24. Price Adjustments are not allowed under this contract.



25. Within 14 (fourteen) days after receipt of the notification of award from the Purchaser, the successful Supplier shall furnish to the Purchaser a performance security in the form of a bank guarantee in an amount of 10% (ten percent) of the contract price. The performance security shall be denominated in **Jordanian Dinar**. 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 date of the Completion of the Supplier's performance obligations under the Contract.
29. 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 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.
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 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.

<b>Delay damages for the Works</b>	<b>0.1% of the amount pertaining to the delayed lot per day.</b>
<b>Maximum amount of delay damages</b>	<b>10% of the final Contract Price.</b>

31. Following the completion of works specified under this contract, for Lots number 1 and 2, the supplier shall provide a defects notification guarantee in the form of a bank guarantee for 5% of the contract price of these Lots, 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 الاعمار الألماني، أحدث إصدار، ويمكن تنزيل نسخة منه من موقع ويب بنك الاعمار الألماني <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>.

١. يجب أن يكون تاريخ بدء هذه الاتفاقية بعد ٥ أيام من توقيع اتفاقية العقد من قبل الطرفين وإصدار الموافقات من السلطات المعنية والموافقة من البنك الممول KfW.
٢. تمول الحكومة الألمانية هذا العقد من خلال بنك الاعمار الألماني KfW.
٣. Dorsch International Consultants GmbH هو الاستشاري لصاحب العمل/المشتري (سلطة المياه) لأغراض طلب الشراء.
٤. الدفع:
  - المبلغ حسب قرار الإحالة ناقصا الضرائب والجمارك ، **بالدينار الأردني** سيدفع خلال خمسة وأربعين (٤٥) يوماً من تقديم شهادة الدفع من الاستشاري مدعومة بالمطالبة المالية. سيتم إصدار شهادة الدفع بعد تسليم البضائع و جميع الخدمات الأخرى المتعاقد عليها قد تم تنفيذها.
  - المشروع **غير معفي** من أي رسوم أو ضرائب أو رسوم جمركية مطبقة في الاردن وعلى المورد ادراج جميع هذه الرسوم في جداول الكميات وفصلها عند تقديم المطالبة المالية بعد استكمال الاعمال ليتم دفع مبلغ الضرائب والجمارك **الفعلي** من صاحب العمل/المشتري خلال خمسة و أربعين (٤٥) يوماً من الاستلام شهادة دفع من الاستشاري. سيتم دفع الضرائب والجمارك **للمبالغ الفعلية والى حد المبلغ المذكور في قرار الاحالة حسب جدول الكميات.**
  - يجب أن تحتوي جميع الفواتير الرقم الضريبي للمنشأة
  - يجب أن تكون المطالبات الخاصة بضريبة القيمة المضافة مدعومة بشهادة مخالصة من دائرة الضرائب.
  - يجب أن تكون المطالبات الخاصة بالرسوم الجمركية والرسوم الأخرى مدعومة بالبيان الجمركي.
٥. يجب ألا يتجاوز مبلغ للضرائب والجمارك في الفاتورة المبلغ المقدر في العرض المالي.
٦. يتم الدفع للمورد بالمبالغ المستحقة بكل عملة في الحسابات المصرفية التالية:

[أدخل تفاصيل الحساب المصرفي في وقت توقيع العقد]

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- الرسوم المصرفية هي لحساب المورد ، باستثناء الرسوم المصرفية لبنك KfW كبنك محوّل فقط.
٧. أي مدفوعات، إذا لزم الأمر، سيتم إرسالها على ..... [رقم الحساب الخاص الذي تقدمه سلطة مياه الأردن] ... لحساب سلطة المياه الأردنية، المملكة الأردنية الهاشمية.
  ٨. اللغة الحاكمة لهذا العقد هي اللغة الإنجليزية كون المشروع ممول من الخارج.
  ٩. القانون الحاكم هو القانون الأردني.
  ١٠. يجب على المورد، وفقاً لامتنال المشتري للشروط / الشرط 11، 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.
  ١١. 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.
  ١٢. 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.
  ١٣. 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 نيابة عنه.

١٤. 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.
١٥. 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 11 أعلاه، لأي حدث واحد أو سلسلة من الحوادث الناشئة عن أي حدث واحد فيما يتعلق بمسؤولية المورد. 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 وشروط الإضراب.
١٦. يجب على المورد تقديم وثائق التأمين المذكورة بموجب الفقرة 15 و أن يقوم بتزويد المشتري أو الاستشاري عندما يطلب منه القيام بذلك.
١٧. 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.
١٨. يحق للمشتري بموجب كتاب رسمي منه إنهاء العقد جزئياً أو كلياً في أي وقت بما يحقق مصلحة العمل مع تحديد الأسباب ومدى اداء المورد والتاريخ
١٩. يجب على المشتري قبول البضائع الجاهزة للشحن لجميع البضائع التي تم شرائها من قبل المورد في غضون ثمانية وعشرين (٢٨) يوماً 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.
٢٠. قبل اصدار اي قرار بشأن فسخ العقد مع المورد، يجب على الاطراف عدم الاخلال بأية مسؤولية فيما يتعلق بأي اهمال أو تقصير صادر عن أي او كلا الطرفين.
٢١. 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 المسؤولون الحكوميون 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.
٢٢. 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 و إيجاد الحلول البديلة للتغلب أو التخفيف من اثر الظروف الاستثنائية/القوة القاهرة.
٢٣. اذا كان المورد محلي وفي حالة وجود نزاع بين المشتري والمورد، يجب إحالة النزاع إلى التحكيم وفقاً لقوانين بلد المشتري.
٢٤. تعديل الأسعار غير مسموح بها بموجب هذا العقد.
٢٥. في غضون 14 (أربعة عشر) يوماً بعد استلام تبليغ قرار الاحالة من المشتري، يجب على المورد الناجح 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 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 باصدار كفالة حسن التنفيذ حسب متطلبات العقد، تعتبر هذه أسباب كافية للمشتري بالغاء 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. 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	0.1% من سعر الحزم المتأخرة / لليوم الواحد
أقصى قدر من أضرار التأخير	١٠% من سعر العقد النهائي

٣٠. بعد استكمال اجراءات التوريد والافراج عن تامين حسن التنفيذ اصوليا، للحزم رقم 1 و ٢ ، يقدم صاحب العرض الفائز تامين مالي (تامين صيانة ) كفالة بنكية فقط بنسبة لا تقل عن ( ٥ % ) من اجمالي قيمة الاحالة ولمدة ( عام ) لضمان صلاحية اللوازم وجودتها ومطابقتها للمواصفات وشروط العقد ، ويعاد هذا التامين الى المتعهد بعد أن يقدم براءة ذمة من الدائرة المستفيدة.
٣١. على المشتري اشعار المورد بالعيوب فور اكتشافها، وارفاق جميع الادلة والمستندات لتعزيز الاشعار. ويدوره على المورد و في غضون ١٠ 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.
٣٢. إن استلام اللوازم من قبل السلطة وفحصها من قبل لجنة الاستلام أو أي جهة أخرى لا يعفي المورد من مسؤولياته تجاه اللوازم المورد طيلة فترة الضمان ، وللسلطة الحق بإعادتها والشراء على حسابه إذا تبين وجود عيب أو عطل مصنعي خلال استخدامها

## 5 Evaluation and Award إجراءات التقييم وأحالة العطاء

1. Unless specified in the manufacturer column in the BOQ, alternative equipment or spare parts will not be accepted except for parts that are obsolete and no longer available from the Original Equipment Manufacturer.
2. Where alternative equipment (or “equivalent”) is allowed, the bidder shall submit detailed data sheets, and fill the column in the respective lots to indicate the brand of the alternative equipment.
3. The financial evaluation of the bids will be done, for each item, for the price excluding taxes and customs **but** the amount of award will be the total price including taxes and customs. Taxes and customs will be paid up to the amount indicated in the letter of award.
4. The Bidder’s offer should be submitted as one original and one copy to WAJ Tender Department / sixth floor in a sealed envelope to the above address no later than the date indicated in the invitation to bid
5. Envelope will be opened by a committee in a public opening session, date and time will be determined and assigned by the Employer. The Suppliers will be informed in due time.
6. The price offer shall be **valid for acceptance 90 days** from the date of submitting the offer as per item 1.
7. 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.
8. 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;
9. 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.
10. 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.

## اجراءات التقييم وأحالة العطاء

١. لن يتم قبول المعدات أو قطع الغيار البديلة ما لم يتم تحديد ذلك في عمود الشركة المصنعة في جداول الكميات أو في حال انها لم تعد تصنع.
٢. حيثما يُسمح بالمعدات البديلة (أو "ما يعادلها") ، يجب على المناقص تقديم أوراق بيانات مفصلة ، و تعبئة العمود في جدول الكميات ذات الصلة للإشارة إلى العلامة التجارية للمعدات البديلة.
٣. سيتم تقييم العروض على اساس السعر، لكل بند، غير شامل الضرائب والرسوم وسيتم الاحالة على المناقص المطابق فنيا صاحب أقل الاسعار بدون الضرائب والرسوم ولكن قيمة الاحالة ستكون السعر شامل الضرائب والرسوم. والى حد المبلغ المشار اليه في قرار الاحالة.
٤. يجب على المناقص تقديم نسختين من العرض الفني والمالي بمغلف مغلق (أصلي ونسخة) على العنوان أعلاه في موعد لا يتجاوز التاريخ المحدد في الدعوة لتقديم العطاءات.
٥. سيتم فتح المغلف من قبل لجنة في جلسة فتح العروض، وسيتم تحديد التاريخ والوقت وتعيينهما من قبل صاحب العمل. سيتم إبلاغ الموردين في الوقت المناسب.
٦. يجب أن يكون عرض السعر صالحًا **للقبول بعد 90 يومًا** من تاريخ تقديم العرض وفقا للبند رقم ١ .
٧. يجب أن يكون العرض المالي متوافقًا مع جداول الكميات المختومة من سلطة المياه في هذه الوثيقة ويجب أن يتم التوقيع عليها وختمها من قبل مقدم العطاء
٨. 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.
٩. 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.
١٠. في حال وجود تضارب بين السعر بالارقام و السعر بالتفقيط، يجب اعتماد السعر بالتفقيط ما لم يكن المبلغ المعبر عنه بالكلمات يتعلق بخطأ حسابي.

# **Declaration of Undertaking & Guarantee Forms**



## 6 Declaration of Undertaking (تعهد التزام)

Reference name of the Application/Offer/Contract:  
("Contract")<sup>1</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>2</sup> 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;

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);

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<sup>1</sup> 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".

<sup>2</sup> 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.

2.4) 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;

not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity); 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 Organisation<sup>3</sup> (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,

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<sup>3</sup> 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.

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 of<sup>4</sup>: \_\_\_\_\_

Signature:

Dated:

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<sup>4</sup> 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.

Appendix1 to the Declaration of Undertaking

## Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....  
(Place)                      (Date)                      (Name of the person)

.....  
(Signature(s))

Appendix1 to the Declaration of Undertaking

## **Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....  
(Place)                      (Date)                      (Name of the person)

.....  
(Signature)

## 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 supply of *[Insert project, object of the contract/brief description of the goods and related services]* under National Competitive Bidding No. *[Insert NCB number]*.

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 (Three Percent) **3% of the offer price (Including the amount for taxes and customs)** 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 earlier 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 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 *[Insert name and address of supplier, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the supply of *[Insert object of the contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore we understand that, according to the conditions of the Contract, a performance guarantee is required for *(Ten percent) 10%* of the contract price.

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 *[Insert guarantee amount and currency in words and figures]*<sup>5</sup> 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, for the account of *[Insert name of the Purchaser and the Purchaser's country]*.

This guarantee shall expire not earlier than *[.....]*<sup>6</sup>.

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.

<sup>5</sup> This guarantee shall be issued in the contract currency only.

<sup>6</sup> The guarantee shall be valid for at least 28 days after the date of contractual contract completion.



Place, date

Guarantor's authorized signature(s)

## 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:**  
*[the letterhead]*

*[Insert name and address of place of issue, unless indicated in*

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 entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the *[Insert object of the contract and brief description of Goods and related Services]* (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 price of lots that require a defects notification security as specified in the Contract.

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 *[Insert guarantee amount and currency in words and figures]* 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, for the account of *[Insert name of the Purchaser and the Purchaser's country]*.

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

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.

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Place, date

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Guarantor's authorized signature(s)

## 16 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.