

Funded by the European Union
بتمويل من الاتحاد الأوروبي



KfW

School Construction Programme (SCP)
EUTF Support to Construct Schools in Jordan
EU No.: - TF-MADAD/2018/T04.112
BMZ No.: 3020 00131
and
Funded by the German Government through KfW
BMZ: 2016 68 334 (SCP I) & 2016 68 938 (SCP II)

برنامج بناء المدارس (SCP)
دعم الاتحاد الأوروبي لإنشاء مدارس في الأردن
رقم الاتحاد الأوروبي TF-MADAD/2018/T04.112
BMZ : 3020 00131 رقم

و
ممول من قبل الحكومة الألمانية من خلال بنك الإعمار الألماني
BMZ: 2016 68 334 (SCP I) و 2016 68 938 (SCP II)

Tender No. NCB.510606

مستندات المناقصة
لتوريد معدات الأجهزة الكهربائية لبرنامج بناء المدارس - المرحلة الأولى

المشتري: وزارة التربية والتعليم

رقم المناقصة: NCB.510606

تاريخ الإصدار: ١٨ كانون الثاني ٢٠٢٤
إعداد: إنتلاف مشروع بناء المدارس بقيادة المستشار الرئيسي دورش انترناشونال كونسلتننتس جي ام بي اتش Dorsch
Consultants GmbH International



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Contents

Invitation for Bid (دعوة العطاء)	4
Part 1 – Bidding Procedures (إجراءات المناقصة)	11
1.1 Definitions (تعريفات)	11
1.2 Instruction to Bidders (تعليمات للشركات المتقدمة)	11
1.3 Evaluation and Award (إجراءات التقييم و إحالة العطاء)	12
1.4 Bidding Forms (نماذج المناقصة)	15
1.4.1 FORM 1 – Declaration of Undertaking (تعهد التزام)	16
1.4.2 FORM 2 – Declaration of Association (بيان ارتباط)	21
1.4.3 FORM 3 – Form of Contract (نموذج العقد)	22
1.4.4 FORM 4 – Bid Security Form (نموذج كفالة دخول العطاء)	25
1.4.5 FORM 5 – Technical Schedules (Compliance Sheets) (الجدول الفنية)	26
1.4.6 FORM 6 – Bill of Quantities (جداول الكميات)	38
1.4.7 FORM 7– Warranty Confirmation Form (نموذج التعهد بتقديم الكفالة)	44
1.5 Ministry of Education Letter on Taxation (كتاب وزارة التربية والتعليم بخصوص الضرائب)	45
1.6 Eligibility in KfW-financed Procurement	46
PART 2 – Supply Requirements (المواصفات المطلوبة)	48
2.1 Technical Specification (المواصفات الفنية)	48
2.2 Particular Specifications (الشروط الخاصة)	50
2.3 Design Requirements (شروط تصميمية)	51
2.4 Documents to be Provided upon Delivery (الوثائق المطلوب تقديمها عند التوريد)	51
2.5 Delivery Schedule (جدول التسليم)	52
2.6 List of School Locations for Deliveries (قائمة بمواقع المدارس لعمليات التسليم)	53
PART 3 – Contract (العقد)	54
3.1 Terms and Conditions (الشروط و الأحكام)	54
3.1.1 Performance Security Form (نموذج كفالة حسن التنفيذ)	61
3.1.2 Defects Notification Security Form (نموذج كفالة الصيانة)	62



Invitation for Bid (دعوة العطاء)

**Hashemite Kingdom of Jordan
Ministry of Education
Procurement of Electrical Appliances Equipment for School Construction
Programme-Phase 1
Contract No: NCB.٥١٠٦٠٦**

The Ministry of Education (MoE) has received financing from the German Federal Government through KfW Development Bank (KfW) and from the European Union (EU) through their Regional Trust Fund in Response to the Syrian Crisis (EUTF). The MoE intends to apply parts of this funding to the procurement of Electrical Appliances Equipment under the Contract for "Procurement of Electrical Appliances Equipment for School Construction Programme"

Therefore, the Ministry of Education now invites sealed bids from bidders for the supply and delivery of the goods specified under this contract. The bidding procedure adopted for this tender is National Competitive Bidding, this shall not however exclude international bidders with equivalent qualifications from participating.

Interested bidders are invited to bid for the supply, installation, and commissioning for the Electrical Appliances Equipment (hereinafter referred to as "Goods") for 4 out of 18 schools (Phase 1). The required Electrical Equipment for the 18 schools will be tendered in consequent phases based on the actual completion date of the respective schools.

The first four schools of phase 1 which are the subject of this bid, are funded by the European Union (EU).

Interested **eligible**¹ bidders may obtain further information and request clarification from:

Ministry of Education
International Tender Department, Second Floor, Office 124
Suleiman Al Nabulsi St 10, Al Abdali, Building 4, PO Box 1646,
Amman 11118,
Hashemite Kingdom of Jordan
Tel: (962) 6 5607181/2703
Fax: (962) 6 5666019
Or via

Email: xxx@moe.gov.jo

Any questions regarding the tender documents shall be sent to the Ministry of Education, 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 bidders. **All questions must be submitted and received no later than 17 calendar days from the bid submission date.**

¹ Refer to KfW Development Bank Eligibility Criteria in page 33

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A complete set of bidding documents is available for interested Bidders in English and Arabic, however note that in case of any conflict or discrepancy the English language version shall prevail. The bidding documents are available for review on the Ministry of Education website, for bidders that are interested to bid, the bidding documents may be purchased and collected upon payment of a non-refundable fee of **JOD 75 (Seventy five Jordanian Dinar only)** payment is made through a receipt issued to the tenderer by the concerned employees in the International Tender Department-MoE, and payment is made in the Financial Affairs Department and as per the regulations. The documents shall be available for the bidders between 18th January 2024 to 18th February 2024 during the hours of 09:00 to 13:00 (local time). The method of payment shall be cash.

Local Jordanian bidders shall provide the following documents to purchase the tender documents, international bidders shall demonstrate equivalent experience:

- 1) **Company Registration**
- 2) **Professional license**

In the case of a Joint Venture (JV):

- If the Supplier is a JV, consortium, or association, all the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the JV, consortium, or association.
- The composition or the constitution of the JV, consortium, or association shall not be altered without the prior consent of the Purchaser.
- Bids submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement, and a power of attorney for the leader of the JV to sign the Bid and the Contract.
- The maximum number of companies within a JV shall be two.
- No company is allowed to participate in more than one JV agreement.

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

Tender for	Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1 Contract Number: NCB.510606 Lot 1: Electrical Devices <i>(delete if not applicable)</i> Lot 2: Sound and Light Systems <i>(delete if not applicable)</i>
Delivery Address	Ministry of Education International Tender Department, Second Floor, Office 124 Suleiman Al Nabulsi St 10, Al Abdali, Building 4, PO Box 1646, Amman 11118, Hashemite Kingdom of Jordan Attn: Eng. xxxx
Not to be opened before 14:00 hours 18 th February 2024	



Bidders shall submit their technical and financial bids (1 Original + Hard copy + Soft copy on CD) enclosed in one single sealed envelope named Technical and Financial Bid, which shall be delivered to the address indicated above on or before 14:00 hours local time on 18th February 2024, the public opening session shall occur on the same day.

Electronic bidding will not be permitted, and late submissions will be rejected.

Evaluation of bids will be according to least cost evaluation method as specified in Section 1.3 of the tender document.

The tendering shall be carried out in accordance with the latest version of the KfW Procurement Guidelines, a copy of which is available for download from the KfW website. [Procurement regulations | KfW Development Bank \(kfw-entwicklungsbank.de/Service/Procurement-Regulations/\)](https://www.kfw-entwicklungsbank.de/Service/Procurement-Regulations/) KfW retains certain approval rights, including the no-objection of the Supplier(s) selected. However, KfW will not be party to the Contract.

All Bidders shall furnish their bid with a bid security in accordance with the form provided in the tender documents (Section 1.4.4). The Purchaser shall reject any bid not accompanied with a bid security. Cheques are **not** permitted as an alternative for bid security.

Scope of Works

The scope is to supply, install and commission the specified Electrical Appliances Equipment i.e., Goods according to the requirements and specifications in this tender for the following schools:

- Al Nahda School (in Irbid);
- Howwara School (in Irbid);
- Hakama School (in Irbid); and
- Hai Al Dobbat School (in Mafrq).

The Goods shall be delivered to the final delivery location within the duration shown in Section 4. The Goods shall be delivered to the location and within the period mentioned in the delivery schedule provided in Section 2.5 Delivery Schedule.

The Bidders may bid for one or more lots out of two lots which are:

- Lot 1: Electrical Devices;
- Lot 2: Sound and Light Systems.

The Bidder shall complete the scope of work for all items in all sections of the lot or lots they choose to submit a bid for, 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 items and their spare parts into Jordan and deliver and assemble them at the specified location. The Purchaser will provide the necessary confirmations for manufacturers if necessary.

The supplier shall obtain all permits and licenses necessary to import the items specified in the bills of quantity where this is applicable.



The supplier shall be responsible for the specified Goods up to delivery and acceptance, including unloading, unpacking, Installation. Only quantities delivered and handed over in good condition as specified will be accepted and paid for, pursuant to Incoterm DDP (Delivered Duty Paid), in its 2010 version.

The delivery of the items shall be in accordance with the construction timeline of the schools as specified in Section 2.5 below, the supplier shall be responsible for the Goods from the point of manufacture of the goods up to their delivery, installation, and Commissioning and taking over at the site.

The Supplier shall provide the Manufacturers' standard warranty or warranties against defects in manufacture, which shall not be less than 12 months unless otherwise mentioned in the specifications.

Qualification and Responsiveness Requirements:

- 1) **Company Registration**
- 2) **Professional license**
- 3) **Bid Security as specified in the invitation to bid and contract format.**
- 4) **Declaration of Undertaking**
- 5) **Technical Data Sheets for all items**
- 6) **Completed technical schedules (compliance sheets)**
- 7) **Confirmation to providing standard Manufacturing Warranty as per the technical specifications**

The purchaser shall reject bids that are not substantially responsive to the qualification requirements of this bidding document.



دعوة المناقصة
المملكة الأردنية الهاشمية
وزارة التربية والتعليم
توريد معدات الأجهزة الكهربائية لبرنامج بناء المدارس - المرحلة الأولى
رقم العقد: NCB510606

تلقت وزارة التربية والتعليم الأردنية تمويلًا من الحكومة الألمانية من خلال KfW Entwicklungsbank ومن الاتحاد الأوروبي من خلال صندوق استئماني إقليمي للاستجابة للأزمة السورية وتعترم تطبيق هذا التمويل على توريد معدات الأجهزة الكهربائية وفقًا للعقد "توريد معدات الأجهزة الكهربائية لبرنامج بناء المدارس" والتي يتم إنشاؤها أيضًا من خلال نفس مصدر التمويل وتنفيذها من قبل وزارة الأشغال العامة والإسكان.

لذلك، تدعو وزارة التربية والتعليم المناقصين المهتمين لتقديم عروض مختومة لتوريد وتسليم السلع المحددة في هذا العقد. إجراءات المناقصة المعتمدة لهذا العطاء هي مناقصة وطنية تنافسية، ولكن هذا لا يستبعد مشاركة المتقدمين الدوليين ذوي المؤهلات المعادلة.

يُعدى المناقصون المهتمون لتقديم عروض لتوريد وتركيب وتشغيل معدات الأجهزة الكهربائية (المشار إليها فيما بعد بـ "السلع") لـ ٤ من أصل ١٨ مدرسة (المرحلة الأولى).

سيتم طرح الأجهزة الكهربائية المطلوبة للمدارس الثمانية عشر على مراحل بناء على تاريخ الانتهاء الفعلي للمدارس المعنية.

المدارس الأربع الأولى من المرحلة الأولى التي هي موضوع هذا العطاء، يتم تمويلها من قبل الاتحاد الأوروبي.

سيتم طرح عطاء الأجهزة الكهربائية المطلوبة للمدارس الـ ١٨ بمرحلة استنادا إلى تاريخ الاكتمال الفعلي.

يمكن للمتقدمين المؤهلين والمهتمين الحصول على معلومات إضافية وطلب توضيح من:

وزارة التربية والتعليم
قسم العطاءات الدولية، الطابق الثاني، مكتب ١٢٤
العبدلي ص.ب. 1646
عمان ١١١١٨ الأردن
الهاتف: (962) 6 5607181/2703
الفاكس: (962) 6 5666019
أو عبر
البريد الإلكتروني xxx@moe.gov.jo

توجه أية أسئلة بخصوص وثائق المناقصة إلى وزارة التربية والتعليم، على العنوان أعلاه. يجب تقديم جميع الأسئلة بالكتابة، سواء عبر الفاكس أو البريد الإلكتروني. ولن يتم الرد على أي أسئلة إذا تم تقديمها من خلال وسائل أخرى. سيتم الرد على جميع الأسئلة عبر ملحق وسيتم إرسالها إلى جميع المتقدمين. يجب تقديم جميع الأسئلة قبل ١٧ يومًا من آخر موعد للتسليم.

مجموعة كاملة من وثائق المناقصة متاحة للمتقدمين المهتمين باللغتين الإنجليزية والعربية، ومع ذلك يجب ملاحظة أنه في حالة حدوث أي تعارض أو تضارب، ستسود النسخة باللغة الإنجليزية. يمكن شراء وثائق المناقصة واستلامها مقابل رسوم غير قابلة للاسترداد قدرها ٧٥ دينارًا أردنيًا (خمسة وسبعون دينارًا أردنيًا فقط)، ويتم الدفع من خلال إيصال يتم إصداره للمتقدم من قبل الموظفين المعنيين في قسم المناقصات الدولية - وزارة التربية والتعليم، ويتم الدفع في قسم الشؤون المالية وفقًا للأنظمة. ستكون الوثائق متاحة للمتقدمين بين 18 كانون الثاني ٢٠٢٤ - 18 شباط ٢٠٢٤ خلال ساعات ٠٩:٠٠ إلى ١٣:٠٠ (بالتوقيت المحلي). طريقة الدفع تكون نقدية.

يجب على المتقدمين المحليين في الأردن تقديم الوثائق التالية لشراء وثائق المناقصة، ويجب على المتقدمين الدوليين تقديم خبرة معادلة:

- ١) السجل التجاري للشركة
- ٢) رخصة المهن

في حال الإئتلاف :

- إذا كان المورد هو إئتلاف مشترك، أو اتحاد، أو جمعية، فسيكون جميع أطراف الإئتلاف مسؤولين جماعيا أو منفردين وبشكل شامل أمام المشتري للامتثال لأحكام العقد ويجب على جميع الأطراف تعيين طرف واحد ليكون قائدا للإئتلاف المشترك أو الاتحاد أو الجمعية.
- لا يجوز تغيير تشكيل أو اتفاقية الإئتلاف المشترك أو الاتحاد أو الجمعية بدون موافقة مسبقة من المشتري.
- يجب أن تتضمن العروض التي يقدمها الإئتلاف المشترك نسخة من اتفاقية الإئتلاف المبرمة من قبل جميع الأعضاء. ويمكن الاستعاضة عن ذلك بتوقيع خطاب نوايا لتنفيذ اتفاقية الإئتلاف المشترك في حالة تقديم عرض ناجح من قبل جميع الأعضاء وتقديم نسخة من الاتفاقية المقترحة، وتوكيل قائد الإئتلاف لتوقيع العرض والعقد.
- أقصى عدد للشركات ضمن الإئتلاف المشترك هو اثنين.
- لا يُسمح لأي شركة بالمشاركة في أكثر من إئتلاف مشترك.

على المناقص وضه اسمه الرسمي على مغلف المناقصة من الخارج بالإضافة إلى ما يلي:

تقديم عرض مالي وفني	عطاء لتوريد معدات الأجهزة الكهربائية لبرنامج بناء المدارس رقم العطاء: NCB510606
عنوان التسليم	وزارة التربية والتعليم قسم العطاءات الدولية، الطابق الثاني، مكتب ١٢٤ العبدلي ص.ب. ١٦٤٦ عمان ١١١١٨ المهندس: xxxx
يمنع فتح المغلف قبل الساعة ٢:٠٠ من تاريخ 18 شباط ٢٠٢٤	

يجب على المتقدمين تقديم عروضهم الفنية والمالية داخل ظرف واحد محتوم باسم "العرض الفني والمالي"، ويجب تسليمه إلى العنوان المشار إليه أعلاه قبل الساعة ١٤:٠٠ بالتوقيت المحلي من تاريخ 18 شباط ٢٠٢٤، وسيتم عقد جلسة فتح العروض العلنية في نفس اليوم.

لن يُسمح بالمناقصة الإلكترونية، وسيتم رفض التقديمات المتأخرة.

سيتم تقييم العروض وفقاً لطريقة التقييم الأقل سعرا بين المتأهلين كما هو محدد في القسم 1.3 من وثيقة العطاء.

ستتم المناقصة وفقاً لأحدث إصدار للمبادئ التوجيهية للمشتريات من KfW، وهو متاح للتنزيل من موقع KfW Procurement regulations | KfW Development Bank (kfw-entwicklungsbank.de/Service/Procurement-Regulations/). تحتفظ KfW ببعض حقوق الموافقة، بما في ذلك عدم الممانعة على الموردين المُختارين. ومع ذلك، لن تكون KfW طرفاً في العقد.

يجب أن يقدم جميع المناقصين عروضهم مع كفالة دخول العطاء وفقاً للنموذج المقدم في وثائق المناقصة (القسم 1.4.4). سيقوم المشتري برفض أي عرض لا يرافقه كفالة دخول العطاء. لا يُسمح باستخدام الشيكات كبديل لكفالة دخول العطاء.

نطاق الأعمال

يتمثل النطاق في توريد وتركيب وتشغيل معدات الأجهزة الكهربائية المحددة (السلع) وفقاً للمتطلبات والمواصفات في هذا العطاء للمدارس التالية:

- مدرسة النهضة الثانوية المختلطة.
- مدرسة حكما الثانوية المختلطة.
- مدرسة حي الضباط الثانوية المختلطة.

• مدرسة حوارة الثانوية المختلطة.

يجب تسليم السلع إلى الموقع، وفي المدة المحددة وفقاً لجدول التسليم المقدم في القسم 2.5. يجوز لمقدمي العطاءات تقديم عطاءات لقسم واحد أو أكثر من أصل قسمين:

- Lot1: Electrical Devices;
- Lot 2: Sound and Light Systems.

ويجب على مقدم العطاء إكمال نطاق العمل لجميع العناصر في كامل القسم أو الأقسام التي يختارونها لتقديم عطاء لها، ولا يُسمح بتقديم عطاءات جزئية لكل قسم، ويمكن أن يؤدي إلى الإقصاء. يجب أن يستكمل المتقدم نطاق العمل لجميع البنود في جميع الأقسام المراد الاشتراك بها، ولا يُسمح بتقديم عروض جزئية مما يؤدي بذلك إلى استبعاد العرض.

على المورد أن يكون مسؤولاً عن جميع الإجراءات لشراء وتنسيق وإدخال السلع وقطع الغيار الخاصة بها إلى الأردن وتوصيلها وتجميعها في الموقع المحدد. سيقدم المشتري التأكيدات اللازمة للمصنعين إذا كان ذلك ضرورياً.

يجب على المورد الحصول على جميع التصاريح والترخيص اللازمة لاستيراد السلع المحددة في جداول الكميات حيثما ينطبق ذلك. يجب على المورد أن يكون مسؤولاً عن السلع المحددة حتى التسليم والموافقات، بما في ذلك التفريغ والفك والتركيب. سيتم الموافقة على الكميات التي تم تسليمها بحالة جيدة كما هو محدد، وسيتم الدفع مقابلها وفقاً لشروط - مكان التسليم محدد في دولة الوجهة - Incoterm DDP في نسخته 2010.

يجب أن يتم تسليم السلع وفقاً لجدول بناء للمدارس كما هو محدد في القسم 2.6 أدناه، ويجب أن يكون المورد مسؤولاً عن السلع من نقطة تصنيع السلع حتى تسليمها وتركيبها وتشغيلها واستلام الموقع.

يجب على المورد تقديم الضمانات القياسية للشركات المصنعة ضد عيوب التصنيع، والتي لا يجوز أن تقل عن 12 شهراً ما لم يتم ذكر غير ذلك في المواصفات.

متطلبات شروط التأهيل:

- 1) السجل التجاري للشركة
- 2) رخصة المهن
- 3) كفالة دخول العطاء كما هو محدد في دعوة العطاء ونموذج العقد
- 4) إعلان الالتزام
- 5) البيانات الفنية لجميع البنود
- 6) الجداول الفنية (بيانات الامتثال)
- 7) تأكيد تقديم ضمان جودة المصنعية وفقاً للمواصفات الفنية.

سوف يقوم المشتري برفض العروض التي لا تتوافق بشكل كبير مع متطلبات التأهيل المبينة في وثيقة العطاء هذه.



Part 1 – Bidding Procedures (إجراءات المناقصة)

1.1 Definitions (تعريفات)

- «KfW» هي وكالة التمويل التي يتم من خلالها تمويل التعاون المالي الألماني. وتقع على عاتقها مسؤولية تنفيذ البرنامج، بما في ذلك المدارس الممولة من الاتحاد الأوروبي.
- «EU» يعني الاتحاد الأوروبي.
- «MoE» تعني وزارة التعليم وفي هذه الوثائق باسم المشتري.
- كلمة "المناقص" تعني الشركة أو مجموعة الشركات المتقدمة للعطاء. الشركة المتقدمة (المناقص) التي يتم إحالة العطاء لها تسمى: "المورد".
- كلمة "المورد" تعني الشركة أو الشركات التي تمت إحالة العطاء إليها.
- يعني مصطلح «المشتري»: «وزارة التعليم» المصطلحين مترادفين ويستخدمان بالتبادل في جميع أجزاء الوثيقة.

- Bidder: The company or group of companies or the representative thereof submitting the Bid. That bidder which is awarded the Contract becomes the Supplier.
- Supplier: The company or group of companies or the representative thereof awarded the Contract by the Purchaser to supply the Goods.
- Purchaser: Ministry of Education

1.2 Instruction to Bidders (تعليمات للشركات المتقدمة)

The tendering shall be carried out in accordance with the latest version of KfW Procurement Guidelines, a copy of which is available for download from the KfW website. [Procurement regulations | KfW Development Bank \(kfw-entwicklungsbank.de/Service/Procurement-Regulations/\)](http://www.kfw-entwicklungsbank.de/Service/Procurement-Regulations/)

1. The "Purchaser" is the Ministry of Education of the Hashemite Kingdom of Jordan.
2. The EU sections of this Contract are financed by the European Union from their Regional Trust Fund in Response to the Syrian Crisis (EUTF).
3. The "Consultant" for the purposes of this Purchase Order means the Joint Venture Dorsch International Consultants GmbH as the Leading Partner, with AHT GROUP AG and DAR AL OMRAN Planning, Architecture and Engineering.

Details to be Provided at the Time of Tender

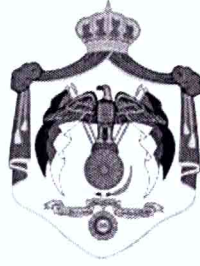
- Conformity to standard/test certificates from a third party **if available** (Conformity to standard certificate(s) may be supplied at time of tender where these certificate(s) must be issued from a third party and be valid and up to date).
- Manuals/ technical data sheets (The bidder shall submit full technical specifications for the items to be supplied at the time of tender).
- Compliance sheets.
- Any alternative standards proposed under the condition of 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 shall be subject to the Purchaser's approval.
- Where the Bidder offers alternative standards, materials to those specified, the Bidder shall provide prices for those specified and the alternatives proposed.
- The Bidder shall include in their price **(if applicable)** for the training elements related to the materials they propose to supply and shall list the elements of training offered, if needed or requested.
- The Bidder shall provide prices for the equipment applicable to the sections of the technical schedules and technical specifications he intends to price.
- The Bidder shall provide ISO or EN certification as applicable **if any**.

1.3 Evaluation and Award (إجراءات التقييم و إحالة العطاء)

1. All timely bids received will be publicly opened at the date and time advised by the Purchaser and stipulated under Section 1 "Invitation to Bid"
2. The Purchaser reserves the right to award both Lots to the same bidder or each Lot to a different bidder. The basis of the Contract award shall be the overall lowest price to the Purchaser for the two Lots in combination (where the bids are substantially responsive).
3. The financial and technical proposals will be evaluated by the Purchaser's technical teams.
4. The Bidder shall **complete all items in the Bills of Quantities for each Lot they intend to participate in**. Partial bids per Lot will not be accepted and will lead to the rejection of the complete bid for that specific Lot.
5. The Contract will be awarded to the bidder whose bid has been determined as being the lowest financial bid whose technical proposal is deemed to be substantially responsive to the requirements of the tender documents. If the lowest bidder is found not to be substantially responsive, their bid shall be rejected, and the second lowest bid would be evaluated for technical responsiveness. This process will continue until the lowest substantially responsive bid is determined.
6. Note that the lowest total priced Bid shall exclude the cost of sales taxes and customs duties, and the amount of Contract award will be total price excluding sales taxes and customs duties. Sales tax and custom duties if any shall be reimbursed by the Ministry of Education as per the letter of taxation in Section 1.5.
7. Envelopes containing the bids will be opened by a committee in a public opening session on the date specified in the Invitation to Bid at 15:00 hours local time.
8. The price offer in the bid shall be **valid for 120 days** from the submission date.
9. The bid shall be in accordance with the stamped BoQ from MoE provided in this document and it shall be signed and stamped by the bidder.
10. 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;



11. 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.
12. 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 وإحالة العطاء

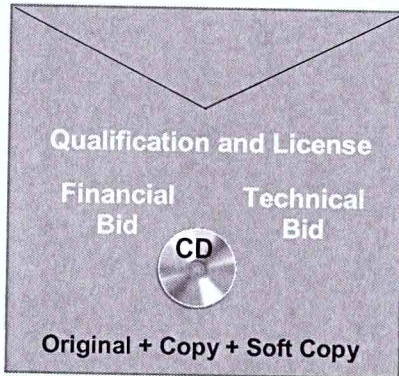
١. سيتم فتح جميع العروض التي تم استلامها في الوقت المناسب بشكل علني في التاريخ والوقت الذي يتم تحديده من قبل المشتري والمبين في القسم ١ "دعوة المناقصة".
٢. يحق للمشتري إحالة قسم lot او جميع الأقسام lots لنفس الشركة المتقدمة او عدة شركات، سيكون أساس الاحالة هو أقل سعر إجمالي بالنسبة للمشتري للمجموعات الاثنتان مجتمعة (للعطانات المطابقة للمواصفات).
٣. سيتم تقييم العروض المالية والفنية من قبل فرق فنية تابعة للمشتري.
٤. يجب على المورد استكمال كافة البنود الواردة في جدول الكميات للقسم او الاقسام المراد الاشتراك بها، ولن يتم قبول العروض التي تحتوي على جزء من بنود القسم وبناء على ذلك سيتم رفض العرض المقدم من المناقص لذلك القسم بالتحديد.
٥. سيتم إحالة العطاء على المناقص صاحب الأقل سعرا والمطابق فنيا لمتطلبات اوراق المناقصة والعطاء. إذا تبين أن المناقص صاحب الأقل سعرا لم يكن مطابقا تماما لشروط ومتطلبات العطاء، سيتم رفض عرضه وسيتم تقييم العرض الثاني الأقل سعرا من الناحية الفنية. ستستمر هذا العملية حتى يتم تحديد العرض الاقل سعرا والمطابق تماما للشروط الفنية.
٦. العطاء الأقل سعرا سيكون غير شامل ضريبة المبيعات والرسوم الجمركية. وقيمة الإحالة ستكون السعر غير شامل ضريبة المبيعات والرسوم الجمركية. في حال وجود ضريبة مبيعات او رسوم جمارك سيتم استيعادتها من وزارة التربية والتعليم كما ورد في كتاب وزارة التربية والتعليم بحسب الاجرائات الموضحة بالقسم ١,٥.
٧. سيتم فتح مغلفات العروض من قبل لجنة في جلسة فتح العروض بالتاريخ المحدد في دعوة العطاء في تمام الساعة الثالثة عصرا (١٥:٠٠) حسب التوقيت المحلي.
٨. يجب أن يكون عرض السعر صالحا للقبول لمدة ١٢٠ يوما من تاريخ اخر موعد لتسليم العروض.
٩. يجب أن يكون العرض المالي متوافقا مع جدول الكميات المختوم من وزارة التربية والتعليم في هذه الوثيقة ويجب أن يتم التوقيع عليها وختمها من قبل المناقص.
١٠. في حال وجود تضارب بين سعر الوحدة والمبلغ الاجمالي (يتم تحصيله عن طريق ضرب سعر الوحدة بعددها) فسيتم اعتماد سعر الوحدة وتصحيح المبلغ الاجمالي وفقا لذلك، ما لم يكن هناك في رأي المشتري ما يثبت بشكل واضح أن العلامة العشرية في غير موضعها في سعر الوحدة، وفي هذه الحالة سيسود المبلغ الاجمالي ويتم تصحيح سعر الوحدة .
١١. في حال وجود خطأ في مجموع المبالغ في جدول الكميات نتيجة عمليات الإضافة أو الطرح للمجاميع الفرعية فيجب اعتماد المجاميع الفرعية وتصحيح السعر الإجمالي وفقا لذلك .
١٢. في حال وجود تضارب بين السعر بالإرقام و السعر بالكلمات، يجب اعتماد السعر بالكلمات ما لم يكن المبلغ المعبر عنه بالكلمات مرتبطاً بخطأ حسابي.



1.4 Bidding Forms(نماذج المناقصة)

Checklist for Bidders Documents to be submitted

- € Company Registration
- € Professional license
- € Bid Security - Form 4
- € Declaration of Undertaking signed and stamped by the bidder - Form 1
- € Technical Data Sheets for all items
- € Technical Schedules and compliance sheet – Form 5
- € Stamped and Priced Bill of Quantities – Form 6
- € Warranty Confirmation Form – Form 7
- € Stamped Tender Documents
- € Details as per section 1.2 “ Details to be provided at the time of tender“ such as conformity to standard/test certificates, ISO- / EN certification **if any**, etc.
- € **If JV:** Prior consent of the Purchaser.
- € **If JV:** copy of the JV Agreement / letter of intent together with a copy of the proposed Agreement, and a power of attorney for the leader of the JV to sign the Bid and the Contract.



1.4.1 FORM 1 – Declaration of Undertaking (تعهد التزام)

NCB No. 510606 Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1:
("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 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 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.

- 2.5) not having fulfilled 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 (Appendix1 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:
- 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;
 - 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.

Appendix1 to the Declaration of Undertaking

Declaration of tax conformity – binding confirmation for legal persons

Name of company

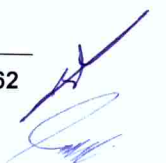
I hereby confirm with my signature that:

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)

.....
(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)



1.4.2 FORM 2 – Declaration of Association (بيان ارتباط)

[The following form shall be provided by each member of a Joint Venture and, if applicable, by any specialized subcontractor]

Date: _____

Contract No. and title: _____

Page _____ of _____ pages

We hereby declare our intent to associate with the following firms for the purpose of forming a *[insert here "joint venture"]*:

[Insert the names of the other JV Members here]

[Insert the name of the Lead Member] shall be the Lead Member.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an Application separately from the firms listed above. Further, we understand that if one of the above JV Members appears as a member in more than one Application, all Applications in which the Member appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the Services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Member]



1.4.3 FORM 3 – Form of Contract (نموذج العقد)

Contract Agreement for Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1

THIS AGREEMENT made

the *[Insert number]* day of *[Insert: month]*, *[Insert: year]*.

BETWEEN

- (1) Ministry of Education of Suleiman Al Nabulsi St 10 Al Abdali, P.O. Box 1646, Amman 11118, Hashemite Kingdom of Jordan (hereinafter called "the Purchaser"), and
- (2) *[Insert name of the bidder, which in the case of a joint venture shall be the name of the joint venture]*, a corporation incorporated under the laws of *[Country of Supplier or in case of the JV country of both members]* and having its principal place of business at *[Address of Supplier or in case of the JV address of both members]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., **Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1** and has accepted a Bid by the Supplier for the supply, installation and Commissioning of those Goods and Services in the sum of *[Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) The Letter of Acceptance;
 - (b) Performance Guarantee;
 - (c) Bill of Quantities;
 - (d) Signed Declaration of Undertaking;
 - (e) The Addenda Nos. _____ (if any);
 - (f) Tender Documents, Specifications and bidding forms including price schedules;
 - (g) Supplier's bid as well as any other document listed in forming part of the contract.
3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Hashemite Kingdom of Jordan on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: *[Signature]*

In the capacity of *[Title or other appropriate designation]*

In the presence of *[Identification of official witness]*

For and on behalf of the Supplier:

Signed: *[Signature of authorized representative(s) of the Supplier]*

In the capacity of *[Title or other appropriate designation]*

In the presence of *[Identification of official witness]*



Letter of Acceptance

[Use letterhead paper of the Purchaser]

[Insert date]

To: [Insert name and address of the Supplier]

Subject: **Notification of Award Contract No. [Insert contract number]**

This is to notify you that your Bid dated [Insert date] for execution of the "NCB No. 510606 Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1" for the Accepted Contract Amount of [Insert contract price in numbers and words including code and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the undersigned Purchaser.

You are requested to furnish the Performance Security within twenty-eight (28) days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Institution: _____

Attachment: Contract Agreement⁶

⁶ If the Purchaser cannot send the contract agreement together with the letter of acceptance, it must be sent electronically to the Supplier within a reasonable period of time not exceeding ten days; for the purpose of issuing the required Performance Guarantee, the supplier must be advised of the Contract date.

1.4.4 FORM 4 – Bid Security Form (نموذج كفالة دخول العطاء)

Beneficiary: Ministry of Education
International Tender Department, Second Floor,
Office 124
Suleiman Al Nabulsi St 10, Al Abdali, Building 4,
PO Box 1646,
Amman 11118,
Hashemite Kingdom of Jordan
Tel: (962) 6 5607181
Fax: (962) 6 5666019

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

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

We have been informed that [Insert name and address of the bidder which in the case of a joint venture shall be the name and address of the joint venture, (hereinafter called "the Applicant")] has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of "NCB. 510606, **Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1**"

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 2,000 (Two 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:

- Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form (the Bid Validity Period); or
- 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 (120) + 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)

1.4.5 FORM 5 – Technical Schedules (Compliance Sheets) (الجدول الفنية)

The Bidder shall fill in the following technical schedules with the specification of the offered items. The Bidder shall fill in the technical schedules only for those Lots for which they will submit a bid.

EU Component: Schools EU1 Al Nahda School, EU2 Howwara School, EU17 Hakama School, EU18 Hay Al Dobbat School

Lot 1: Electrical Devices

1. LED TV			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Diagonal Size	≥50 inch	
2	Type	Smart	
3	Resolution	4K UHD (3840 X 2160)	
4	Aspect ratio	16:9	
5	Speaker Output Power	≥20 W	
6	Video System	PAL	
7	Ports	3 x HDMI	
		2 x USB	
		RF (Antenna)	
8	Network Connectivity	Ethernet	
		Wi-Fi	
9	Power Supply	(220-240) V , 50 Hz	
10	Complete with	Wall mount kit	
		Remote control with batteries	
		HDMI cable	
		1x Power Strip : 4-outlet, 3 meter long, 13 A , MK Plug	
		Operational manual in English or Arabic	
		Type, Model & Origin must be specified on the machine (thermally printed or original label)	
Original Catalogue (data sheet) must be provided			
11	Country of Origin		
12	Technical Catalogues for all items		
13	Installation	Complete installation and operation in all MoE sites as per section 2.5 delivery schedule and section 6 Bill of Quantity to be with all necessary accessories and cables	

1. LED TV			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Notes:			
The items 1 and 2 should be considered as one single compatible package.			

2. Satellite System			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	System consists of	1x Satellite Dish (90cm) , Supplied with mounting bracket and mounting screws	
		1x HD LNB(4 Outputs)	
		1xDigital Receiver	
Digital Receiver Specifications			
2	Features	Height Definition (1080p)	
		Software upgradable	
		Arabic and English language support	
3	Connectors	ANT in	
		HDMI	
		USB	
4	Power supply	(220-240) V , 50 Hz	
5	Complete with	Remote control with batteries	
		Operation manual in English and /or Arabic	
6	Installation	Complete installation and operation in all MoE sites as per section 2.5 delivery schedule and section 6 Bill of Quantity to be with all necessary accessories and cables	
7	Country of Origin		
8	Technical Catalogues for all items		
Notes:			
The items 1 and 2 should be considered as one single compatible package.			

3. Refrigerator			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Cooling system	No frost	
2	Net Capacity	≥ 340 Litres	
3	Doors	2	
4	Power supply	(220-240) V , 50 Hz	
5	Complete with	≥2 Shelves	
		≥1 Drawer	
		Inner lighting	
		Casters for easy movement	
		Fused MK plug or MK adapter	
		Operational manual in English and /or Arabic	
		Type, Model &Origin must be specified on the machine(thermally printed or original label)	
		Original catalog (data sheet) must be provided	
6	Country of Origin		
7	Technical Catalogues for all items		

4. Electric Blender			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Capacity	(1-1.5)L	
2	Accessories	Two extra graters for coffee and spices	
3	Power supply	(220-240) V , 50 Hz	
4	Complete with	Fused MK plug or MK adapter	
		Operation manual in English and /or Arabic	
5	Country of Origin		
6	Manufacturing Warranty months	≥ 12	
7	Technical Catalogues for all items		

5. Gas Stove			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Type	Stainless steel body	
2	Overall Dimension	(70×40×15) cm approx.	
3	Burners	3 (2 large brass burner)+(1 small centre burner)	
4	Features	Lateral control with durable knobs	
		Automatic Ignition	
		Whirlwind focus flame burners	
5	Complete with	Empty gas cylinder to be according to the Jordanian specifications and Jordan petroleum refinery co.ltd.	
		Gas regulator of a good quality	
		Gas pipe 1 m length of a good quality	
		Fasteners 2 Nos.	
6	Country of Origin		
7	Technical Catalogues for all items		

6. Gas Cooker with Oven			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Type	Stainless steel body	
2	Outer Dimension(Height, Width, Depth)	(90, 60, 55) cm approx.	
3	Burners	5	
4	Shelves	1x grid type	
		1x tray type	
5	Complete with	Lateral control with durable knobs	
		Automatic Ignition incorporated on each knob	
		Oven light	
		Thermostat	
		Grill	
		Timer	

6. Gas Cooker with Oven			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
		Empty gas cylinder to be according to the Jordanian specifications and Jordan petroleum refinery co.ltd.	
		Gas regulator of a good quality.	
		Gas pipe 1 m length of a good quality.	
		Fasteners 2 Nos.	
		Fused MK plug or MK adapter	
6	Power Supply	(220-240) V, 50 Hz	
7	Country of Origin		
8	Technical Catalogues for all items		

7. Water Cooling Device			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Cooling Wattage	≥ 60 W	
2	Heating Wattage	≥ 420 W	
3	Taps	Twin for hot/cold	
4	Power supply	(220-240) V , 50 Hz	
5	Complete with	LED indicator	
		Thermostat	
		Fused MK plug or MK adapter	
6	Each cooler to be supplied with	2 Nos .Safe to drink from transparent plastic bottles 20 L capacity	
7	Country of Origin		
8	Technical Catalogues for all items		

8. General-purpose Food Mixer			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Speed Control	Different speeds	
2	Capacity	(2.5-3)L	
3	Use	For pastry, cake, butter ...etc.	

8. General-purpose Food Mixer			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
4	Accessories	Supplied with bowl whisk; beater and spatula	
5	Complete with	Manual in English and/or Arabic	
		Fused MK plug or MK adapter	
6	Power Supply	(220-240) V, 50 Hz	
7	Country of Origin		
8	Technical Catalogues for all items		

9. Vacuum Cleaner			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Type	Bagless	
2	Power	≥ 1800 W	
3	Capacity	≥ 5 Lt	
4	Power supply	(220-240) V , 50 Hz	
5	Complete with	Blower Function	
		Flexible Filter	
		Handle and Casters for easy Movement	
		Fused MK plug or MK adapter	
		Manual in English and /or Arabic	
6	Country of Origin		
7	Technical Catalogues for all items		

10. Steam Iron			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Power	>(1000)W	
2	Sole plate	Non-stick	
		35 holes at least	
3	Features	Steam and dry function	
		Anti Calcification	
4	Complete with	Adjustable temperature control	

10. Steam Iron			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
		Thermostat indicator light	
		Water level indicator	
		Manual in English and/or Arabic	
		Fused MK plug or MK adapter	
5	Power supply	(220-240) V, 50 Hz	
6	Country of Origin		
7	Technical Catalogues for all items		

Lot 2: Sound and Light Systems

1. Sound System			
Nr.	Technical Requirement		Supplier Offer Comply/Non compliant (Description of any non-compliance)
Equipment specifications			
1	Type	Sound System for theatres	
	System Consists of :	Item No.	Item Name
		1.1	1 X Powered Mixer
		1.2	4 X Speakers
		1.3	4 X Dynamic Microphones
		1.4	4 X Telescope Mic Stands
		1.5	6 X Gooseneck Condenser Microphone
		1.6	1 X Wireless Microphone Unit
		Complete with all needed cables and accessories for proper installation and operation	
3	All Component must be compatible with each other		
4	Bidders must provide Manufacturer Original Catalogue		
5	Specification for system components as follows :		

1.1 Powered Mixer			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Type	Desktop Powered Mixer with Built in Power Amplifier	
2	Channels	≥ 10	
3	Power Amplifier	2 x 500 W	
		2 x Neutrik Speakon Output	
		Overload & short circuit protection	
4	Inputs	≥ 10 x Balanced XLR with individual level control knobs	
		≥ 10 x 1/4 inch TRS	
5	Outputs	2 x 1/4 inch TRS	
		1 x Monitor with level control	
		1 x Tape/CD stereo RCA	

1.1 Powered Mixer			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
6	Equalizers	≥ 3 Band Equalizer on each channel	
		≥ 5 Band graphic equalizer	
7	Phantom power	48 V switchable with indicator LED	
8	Features	Master level control	
		Selectable digital effect	
		Sound effect (Digital FX program)	
9	Power Supply	(220-240) V, 50 Hz	
10	Complete with	Original metal hard dust cover	

1.2 Speaker			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Speaker Power	≥ 250 W compatible with the Powered Mixer	
2	Woofer Size	1 x 15 inch	
3	Frequency range	(80 – 16000) Hz	
4	Enclosure	Solid , With strong handles for easy transport	
5	Connection	Neutrik Speakon	
6	Complete with	Tripod stand with adjustable height	
		20 m Speaker Cable with connectors	

1.3 Dynamic Microphone			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Frequency response	(80-12000) Hz	
2	Impedance	≤ 600 Ω	
3	Sensibility	≥ 2 mV/Pa	
4	Connector	3-pin XLR	
5	Cable length	≥ 10 m	

1.4 Telescope Mic Stand			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Height adjustment	(95 – 165) cm approx.	
2	Arm Length	≥ 60 cm	
3	Base spread	≥ 15 cm	
4	Complete with	Tough matte-black finish	
		Adjustable arm	
		Folding legs	

1.5 Gooseneck Condenser Microphone			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Type	Desktop for meetings	
		Electret Condenser Mic (ECM)	
2	Polar pattern	Cardioids	
3	Frequency response	(60– 15000) Hz	
4	Impedance	≤ 250 Ω	
5	Sensitivity	-43 dB ± 2 dB (0 dB=1 V /PA at 1 kHz)	
6	Power requirement	+48 V phantom	
		Battery operated	
7	Connector	Balanced XLR	
8	Complete with	Original desktop base and gooseneck arm	
9	Cable length	≥ 10 m	

1.6 Wireless Microphone Unit			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Unit consists of	6 X Handheld Microphones	
		1 X Receiver	
2	Transmitters	Battery operated	
		Power On/Off Switch	
3	Receiver	≥ 6 Channel	
		Power supply : (220-240) V, 50 Hz	
		Connectors : XLR & 1/4"	

1.6 Wireless Microphone Unit			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
4	RF frequency range	Within UHF band	
		Each microphone operates on a separate frequency range	
		Simultaneous operation of all transmitters	
5	Operation	True Diversity	
6	S/N ratio	≥ 90 dB	
7	Coverage area	≥ 60 m	
8	Complete with	Hard carrying case	

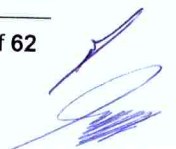
2. Light System			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Type	Light System for theatres	
2	Light System Consists of	Item No.	Item Name
		2.1	1 X DMX Controller
		2.2	10 X LED Par Can
		2.3	1 X Metal Bridge
		Complete with all needed cables and accessories for proper installation and operation	
3	All Component must be compatible with each other		
4	Bidders must provide Manufacturer Original catalogue		
Specification for system components as follows :			

2.1 DMX Controller			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Type	DMX-512 controller	
2	Control Channel	Controls up to 12 intelligent lights of up to 16 channels each	
3	Total DMX Channels	192	
4	DMX Connector	3 Pin XLR	
5	Scenes	8	

2.1 DMX Controller			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
6	Chases	6	
7	Power Supply	(220-240) VAC / 50 Hz or through Adapter	
8	Complete with	Manual in English	
		Power adapter if needed	

2.2 LED Par Can			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	LED Lights	Red green and Blue	
2	LED Count	≥ 120 pcs	
3	LED Size	10 mm	
4	LED Life	≥ 50000 hrs	
5	Beam angle	≥ 20°	
6	Colors	RGB color mixing for up to 16.7 million colors	
7	Program	Built-in automated programs via master/slave or DMX with variable speed	
8	DMX Connectors	3 Pin XLR (Female)	
		3 Pin XLR (Male)	
9	Control channels	≥ 6 channel DMX-512	
10	Power Supply	(220-240) VAC , 50 Hz	
11	Complete with	Digital 4 character LED display	

2.3 Metal Bridge			
Nr.	Technical Requirement		Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications			
1	Description	Tube attached to the ceiling for hooking the Fixtures on it using clamps	
2	Material	Aluminum or Stainless steel or painted metal	
3	Length	(6-8) m	
4	Shape & Size	Circular with diameter 2 inch	
5	Complete with	Ceiling mount accessories	



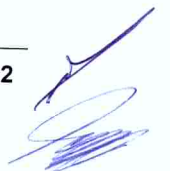
1.4.6 FORM 6 – Bill of Quantities (جداول الكميات)

The Purchaser reserves the right to change the quantities by adding/reducing the quantity by 20% from all schools combined. Any such change of quantities shall not affect the unit prices of any other item which is not cancelled, and would only impact the total amount of the bid.

The bidder shall deliver the complete scope for all items for all schools:

- The bidder shall complete the BoQ fully for each Lot they intend to participate in; and
- If an individual item is not completed in the bill, the highest unit price for the same item in another bill shall be inserted.
- If a complete bill for a Lot is not filled in, the bid for the respective Lot shall be rejected.

The full Bill of Quantities for the 4 schools under the EU Component are covered in the section below.



1.4.6.1 EU1 AI Nahda School

Item No.	Description of Items	Quantity	Total Cost (JOD)		Taxes and Customs (JOD)	
			Unit Price	Total Price	Unit Price	Total Price
Lot 1: Electrical Devices						
1	LED TV (LED شاشة)	1				
2	Satellite System (نظام ستالايت)	1				
3	Refrigerator (ثلاجة مع فريزر)	3				
4	Electric Blender (خلاط كهربائي)	2				
5	Gas stove (طباخغاز)	1				
6	Gas cooker with oven (فرن غاز)	1				
7	Water Cooling Device (مبرد ماء)	7				
8	General-purpose Food Mixer (محضرة طعام متعددة الاستخدام)	2				
9	Vacuum Cleaner (مكنسة كهربائية)	2				
10	Steam Iron (مكوى بخار)	3				
Total Price Excluding Taxes and Customs (JOD) - Lot 1 AI Nahda School						
Grand Total Including Taxes and Customs (JOD) - Lot 1 AI Nahda School						
Lot 2: Sound and light system						
1	Sound system (نظام صوت)	1				
2	Light system (نظام ضوء)	1				
Total Price Excluding Taxes and Customs (JOD) - Lot 2 AI Nahda School						
Grand Total Including Taxes and Customs (JOD) - Lot 2 AI Nahda School						

1.4.6.2 EU2 Howwara School

Item No.	Description of Items	Quantity	Total Cost (JOD)		Taxes and Customs (JOD)	
			Unit Price	Total Price	Unit Price	Total Price
Lot 1: Electrical Devices						
1	LED TV (LED شاشة)	1				
2	Satellite System (نظام ستالايت)	1				
3	Refrigerator (ثلاجة مع فريزر)	3				
4	Electric Blender (خلاط كهربائي)	2				
5	Gas stove (طباخ غاز)	1				
6	Gas cooker with oven (فرن غاز)	1				
7	Water Cooling Device (مبرد ماء)	6				
8	General-purpose Food Mixer (محضرة طعام متعددة الاستخدام)	2				
9	Vacuum Cleaner (مكنسة كهربائية)	2				
10	Steam Iron (مكوى بخار)	3				
Total Price Excluding Taxes and Customs (JOD) - Lot 1 Howwara School						
Grand Total Including Taxes and Customs (JOD) - Lot 1 Howwara School						
Lot 2: Sound and light system						
1	Sound system (نظام صوت)	1				
2	Light system (نظام ضوء)	1				
Total Price Excluding Taxes and Customs (JOD) - Lot 2 Howwara School						
Grand Total Including Taxes and Customs (JOD) - Lot 2 Howwara School						

1.4.6.3 EU17 Hakama School

Item No.	Description of Items	Quantity	Total Cost (JOD)		Taxes and Customs (JOD)	
			Unit Price	Total Price	Unit Price	Total Price
Lot 1: Electrical Devices						
1	LED TV (LED شاشة)	1				
2	Satellite System (نظام ستالايت)	1				
3	Refrigerator (ثلاجة مع فريزر)	3				
4	Electric Blender (خلاط كهربائي)	2				
5	Gas stove(طباخغاز)	1				
6	Gas cooker with oven (فرن غاز)	1				
7	Water Cooling Device(مبرد ماء)	8				
8	General-purpose Food Mixer (محضرة طعام متعددة الاستخدام)	2				
9	Vacuum Cleaner (مكشاة كهربائية)	2				
10	Steam Iron(مكوى بخار)	3				
Total Price Excluding Taxes and Customs (JOD) - Lot 1 Hakama School						
Grand Total Including Taxes and Customs (JOD) - Lot 1 Hakama School						
Lot 2: Sound and light system						
1	Sound system(نظام صوت)	1				
2	Light system (نظام ضوء)	1				
Total Price Excluding Taxes and Customs (JOD) - Lot 2 Hakama School						
Grand Total Including Taxes and Customs (JOD) - Lot 2 Hakama School						

1.4.6.4 EU18 Hay AI Dobbat School

Item No.	Description of Items	Quantity	Total Cost (JOD)		Taxes and Customs (JOD)	
			Unit Price	Total Price	Unit Price	Total Price
Lot 1: Electrical Devices						
1	LED TV (LED شاشنة)	1				
2	Satellite System (نظام ستالايت)	1				
3	Refrigerator (ثلاجة مع فريزر)	3				
4	Electric Blender (خلاط كهربائي)	2				
5	Gas stove (طباخ غاز)	1				
6	Gas cooker with oven (فرن غاز)	1				
7	Water Cooling Device (مبرد ماء)	7				
8	General-purpose Food Mixer (محضرة طعام متعددة الاستخدام)	2				
9	Vacuum Cleaner (مكسنة كهربائية)	2				
10	Steam Iron (مكوى بخار)	3				
Total Price Excluding Taxes and Customs (JOD) - Lot 1 Hay AI Dobbat School						
Grand Total Including Taxes and Customs (JOD) - Lot 1 Hay AI Dobbat School						
Lot 2: Sound and light system						
1	Sound system (نظام صوت)	1				
2	Light system (نظام ضوء)	1				
Total Price Excluding Taxes and Customs (JOD) - Lot 2 Hay AI Dobbat School						
Grand Total Including Taxes and Customs (JOD) - Lot 2 Hay AI Dobbat School						

Lot 1: Electrical Devices	Total Price Excluding Taxes and Customs (JOD)	Grand Total Including Taxes and Customs (JOD)
EU 1 Al Nahda School		
EU 2 Howwara School		
EU 17 Hakama School		
EU 18 Hay Al Dobbat School		
Grand Total Price Excluding Taxes and Customs (JOD) - Lot 1		
Grand Total Price Including Taxes and Customs (JOD) - Lot 1		

Lot 2: Sound and Light Systems	Total Price Excluding Taxes and Customs (JOD)	Grand Total Including Taxes and Customs (JOD)
EU 1 Al Nahda School		
EU 2 Howwara School		
EU 17 Hakama School		
EU 18 Hay Al Dobbat School		
Grand Total Price Excluding Taxes and Customs (JOD) - Lot 2		
Grand Total Price Including Taxes and Customs (JOD) - Lot 2		

1.4.7 FORM 7– Warranty Confirmation Form (نموذج التعهد بتقديم الكفالة)

[To be completed by the Bidder and by at least one member of the Bidder's JV]

Bidder's Legal Name: *[Insert]*

Date: *[Insert]*

JV Member's Legal Name: *[Insert]*

NCB No. 510606 Procurement of Electrical Appliances Equipment for School Construction
Programme-Phase 1 Page *[Insert]* of *[Insert]* pages

We confirm that, if awarded the Contract, and upon delivery a warranty certificate will be provided as per the conditions of the contract.

We further confirm that the warranty shall cover all products supplied under this contract and we confirm to repair and replace defective components, which will be no additional charge to the Ministry of Education.

Title of the person signing the Bid *[Insert complete title of the person signing the Bid]*

Signature of the person named above *[Signature of the person named above]*

Date signed *[Insert date of signing]* day of *[Insert month]* *[Insert year]*

1.5 Ministry of Education Letter on Taxation (الضرائب)
كتاب وزارة التربية والتعليم بخصوص



Subject: Tender No. (1/2019KfW) for the preparation of studies, designs, tender documents and supervisions of the execution of the (18) schools in various sites within the Kingdom of Jordan funded through KfW for both Components, EU and FC and SCP I, II, III, IV, and SCL.

الرقم 49/170/23895
التاريخ 30/6/2021
الموافق

— Your excellency Minister of Public Works and Housing.

Reference is made to KfW's official letter (STIS) dated 25 May 2021 sent to His Excellency Minister of Finance and a copy to Minister of International Planning and International Cooperation, MoE:

1. is committed to bear (reimburse) all sales taxes incurred in the contracts financed within the project within a period of 30 days after the issuance of the respective invoice for the contractors after it is certified from the relevant authorities
2. will bear and pay any customs and duties related to the project directly to the contractor (reimburse) within 30 days of the respective invoice (to prevent any possible delay within the timeline of the construction phase).

All other taxes, duties, levies and fees payable by the Consultant (respectively Contractor), its Sub-consultants and Experts inside and outside the Employer's country shall be included in the overheads and reflected in the unit prices.

MoE and MoPWH, as the Project Execution Agency, shall explicitly specify that the tax sales, customs and duties shall be paid to the Consultant, supplier and construction companies as a separate part of the tender documents. This shall be for both Components, German Financial Cooperation (FC) and European Union (EU), and School Construction Programmes (SCP) including SCP I & II, SCP III & IV and School Construction Loan (SCL). This shall be the case if this Ministry (MoE) does not get a tax exemption from all Local taxes including sales tax, stamps, customs and duties that might be induced on the construction of the above mentioned Programmes.

Thank you for your cooperation,

Minister of Education
Prof. Dr. Mohammad Abu Qudais

Copies:
CC: SGs at MOE
CC: KfW office in Jordan
CC: Consultant DorschOffices at MoPWH

1.6 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.

PART 2 – Supply Requirements (المواصفات المطلوبة)

2.1 Technical Specification (المواصفات الفنية)

- Packing and bundling identification and marking:
The packaging should identify the following:
 - Client Name
 - Supplier/ Manufacturers' Name
 - Delivery destination (School and classroom)
 - Contents Description and Quantity
 - Serial Number or Reference Number Identifiable on the Delivery Note and Cross Referenced to the Purchase Order Item References.
 - Weight
- Transport and Delivery (Pursuant to Incoterm DDP (Delivery Duty Paid) in its 2010 version: The Supplier shall be responsible for the delivery to the locations specified in the Delivery schedule and to the rooms specified in Section 1.4.6 Bill of Quantities. Also, the Supplier shall be responsible for unloading and unpacking of all packages, set-up, installation and commissioning of all equipment, including the removal and disposal of all packaging materials to a proper municipal waste disposal dump.
- Care shall be taken during loading, transporting, and unloading to prevent damage to any items. All items shall be examined. Any damaged materials shall be rejected by the Purchaser and replaced by the Supplier.
- Non-toxic materials shall be used in the manufacture of all items.
- All delivered Goods shall be in accordance with the relevant international standards or equivalent.
- Testing and delivery: The Purchaser's handing-over committee, together with the Supplier will select two (2) random samples or more from each item from each of the batches delivered to the delivery location and the samples shall be submitted to the Purchaser's handing-over committee approval and shall be according to relevant international standards or equivalent. Should either one or all of the samples fail the inspection, the Supplier shall replace these Goods at their own cost.
- Site management: The Supplier shall confine their operations to the Site, and to any additional areas on Site which may be obtained by the Supplier and agreed by the Consultant as working areas. The Supplier shall take all necessary precautions to keep their equipment and personnel within the Site and these additional areas, and to keep them off adjacent land. Upon the issuing of a Taking-Over Certificate, the Supplier shall clear away and remove from that part of the Site and Works to which the Taking-Over Certificate refers, all Supplier's equipment, surplus material, wreckage, rubbish and temporary works, The Supplier shall leave that part of the Site and the Works in a clean and safe condition.

- Inspection of installation: The Supplier shall give notice to the Consultant whenever any installation is ready and before it is covered up, put out of sight, or packaged for storage. The Consultant and the Purchaser's handing-over committee shall then either carry out any examination, inspection, measurement or testing without unreasonable delay, or else promptly give notice to the Supplier that the Purchaser's handing-over committee does not require to do so. If the Supplier fails to give the notice, they shall if and when required by the Consultant or the Purchaser's handing-over committee, uncover the work and thereafter reinstate and make good all at the Supplier's cost. If, as a result of an examination, inspection, measurement or testing, any materials or workmanship are found to be defective or otherwise not in accordance with the Contract, the Consultant or the Purchaser's handing-over committee may reject the materials or workmanship by giving notice to the Supplier, with reasons. The Supplier shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
- Environmental, Health and Safety: The health, safety and welfare of all personnel working on the Site, the safety of the general public and the avoidance of damage to property are of paramount importance to the Purchaser. The Supplier shall be responsible for health and safety during the execution of the Works. This responsibility shall extend to the Supplier's personnel, the public and all persons directly or indirectly associated with the Works. The Health and Safety shall be in accordance with the Ministry of Labour Occupational Safety and Health Directorate. The environmental protection measures shall be in accordance with the Ministry of Environment and relevant local and international Environmental regulations.
- All lifting tools if used shall be tested and tagged, if possible, all lifting tools shall be suitable to handle the load of the material with 1.5 factor of safety.
- Time for installation: The Supplier shall provide a brief time schedule for completion of installation once the goods are delivered to the site. The Supplier shall complete the installation within the time for completion for the installation including achieving the passing of the tests on completion and completing all the installation and Commissioning as stated in the Contract.
- Laydown area: During the execution of the installation works, the Supplier shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Supplier's Equipment or surplus materials. The Supplier shall mark and notify the Consultant of their preferred laydown area, this shall be subject to the approval of the Consultant. The Supplier shall avoid any obstructions during the installation works.
- Suppliers care of the site and works: the Supplier shall take full responsibility for the care of the Works, Goods and existing property from the Commencement Date until the Taking-Over Certificate is issued for the Goods, when responsibility for the care of the Works shall pass to the Purchaser. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of that Section or part shall then pass to the Purchaser.
- The Supplier shall be liable for any loss or damage caused by any actions performed by the Supplier before the Taking-Over Certificate has been issued. The Supplier shall also be liable for any loss or damage which occurs after a Taking Over Certificate has been issued and which arose from a previous event for which the Supplier was liable.

2.2 Particular Specifications (الشروط الخاصة)

Lot 1: Electrical Devices

- Technical Conditions:
 - The Supplier shall fill in the Technical Schedules (Compliance Sheets) with “comply” or “not comply” for every line of Section 5 Technical Schedules (Compliance Sheets). For non-compliant items, bidders shall describe the non-compliance; the evaluation committee may accept or reject this and may ask for a substitution.
 - The brand and models provided for the electrical appliances shall be clearly identified.
 - The submission of the original catalogs/product documentation (from the manufacturers) shall be requested from the awarded Supplier upon delivery with highlighting the model provided.
 - The Supplier shall provide operation manuals in English.
- Warranty and maintenance:
 - Free maintenance warranty shall be at least for: **1 year**.
- Spare parts:
 - Spare parts have to be available on short notice, through the Supplier, the Supplier’s local agent or the manufacturer appointed official representative for the Goods.
- Delivery:
 - Latest delivery shall be 120 days from the Notice to Deliver, and to each school room as per Section 2.5 Delivery Schedule.

Lot 2: Sound and Light System

- Technical Conditions:
 - All supplied equipment/devices shall be brand new, original and its production has not stopped.
 - The bidder shall be a specialized company in the installation, operation and maintenance of sound and light systems and have a qualified technical team.
 - The bidder shall provide reference list (showing the name and address of the beneficiary) detailing executed projects in Jordan of the same of that in its proposal.
 - The brand, models and country of origin shall be and must be clearly identified.
 - The submission of the original catalogs/product documentation (from the manufacturers) shall be requested from the awarded Supplier upon delivery with highlighting the model provided.
 - The bidder shall fill in Technical Schedules (Compliance Sheets) with “Comply” or “not comply” for every line in Section 5 Technical Schedules (Compliance Sheets). For non-compliant items, bidders shall describe the non-compliance; the evaluation committee may accept or reject this and may ask for a substitution.
 - The brand, origin and models shall be fixed on each device using original tapped identification or thermally printed.
 - The Supplier shall provide operation manual in English.
 - Supply, installation, and commissioning at sites as per Section 7 Delivery Schedule and to every room with all necessary cables, accessories, fixation and installation and commissioning devices, even if they are not mentioned in the tender documents.

- Warranty and maintenance:
 - Free maintenance warranty (Including parts and labour) shall be at least for: **2 years**.
 - If requested by the Purchaser, Supplier shall attend to the free maintenance request within 2 working days.
- Delivery: Latest delivery shall be 120 days from the Notice to Deliver, including final commissioning and to each school room as per Section 2.5 Delivery Schedule.
- Training: Operation training for the supplied goods and specifically the sound and light system will be provided in all schools, and to each room advised by the Purchaser in the locations in Section 2.6.

2.3 Design Requirements (شروط تصميمية)

The bidder's proposed items shall ensure the provision of a quality suitable for children's use for all classrooms and other functions under the Project. Goods shall be durable, cost efficient and of accepted quality standards. They shall not contain poisonous or dangerous substances.

2.4 Documents to be Provided upon Delivery (الوثائق المطلوب تقديمها عند التوريد)

The Supplier shall submit at least the following documents:

- Certificate of origin.
- Packing list.
- If Applicable-Third-Party inspection reports(inspection including all the tests required in the standard); and
- Any other documents related to manufacturer standard certificates or standard testing requested by the Consultant or the Purchaser's handing-over committee.
- Warranty as per the specifications.
- Upon delivery, the Supplier shall provide full instruction manuals, which describe the correct methods and procedures necessary to install, assemble, commissioning and use the items supplied in accordance with best practice.

All the above documents must be valid and in English

2.5 Delivery Schedule (جدول التسليم)

Lot 1: Electrical Devices

School Construction Programme Delivery Schedule for NCB 510606: Lot 1 Electrical Devices			
School Name	Latest Delivery at Destination	Location of Delivery	Governorate
EU1 AI Nahda School	120 Days from the contract signature for the Electrical Devices	School Building	Irbid
EU2 Howwara School	120 Days from the contract signature for the Electrical Devices	School Building	Irbid
EU17 Hakama School	120 Days from the contract signature for the Electrical Devices	School Building	Irbid
EU18 Hay Al Dobbat School	120 Days from the contract signature for the Electrical Devices	School Building	Al Mafraq

Lot 2: Sound and Light Systems

School Construction Programme Delivery Schedule for NCB 510606: Lot 2 Sound and Light Systems			
School Name	Latest Delivery at Destination	Location of Delivery	Governorate
EU1 AI Nahda School	120 Days from the contract signature for the Sound and Light systems	School Building	Irbid
EU2 Howwara School	120 Days from the contract signature for the Sound and Light systems	School Building	Irbid
EU17 Hakama School	120 Days from the contract signature for the Sound and Light systems	School Building	Irbid
EU18 Hay Al Dobbat School	120 Days from the contract signature for the Electrical Devices the Sound and Light systems	School Building	Al Mafraq

2.6 قائمة بمواقع المدارس لعمليات التسليم (قائمة بمواقع المدارس لعمليات التسليم)

The locations of the individual schools for the deliveries are as specified in table above.

No.	Name	Govern- orate	Directorate	Lat.	Long.	Village	Village No.	Basin	Basin No.	Neighbor-hood	Plot's No.
EU1	Al Nahda Secondary Mixed School التأهوية المختلطة	Irbid	Directorate of Education for Ramtha مديرية التربية والتعليم - منطقة الرمثا	32.56112991	35.99343968	Ramtha	261	Al Duwar	28	بين الحي التاسع والحي الثامن	359
EU2	Howwara Mixed School الأساسية حوارة المختلطة	Irbid	Directorate of Education Qasabet Irbid مديرية التعليم - قصبه اربد	32.52364943	35.9104444	Huwara	189	Al Joor Al Sharqi	27	Howwara	538
EU17	Hakama Mixed Secondary حكما الثانوية للبنات	Irbid	Directorate of Education Qasabet Irbid مديرية التعليم - قصبه اربد	32.59032534	35.87748074	Hikma	188	A'sem	4	Hakama	678
EU18	Hai Al Dobbat Mixed Secondary حي الصباط الثانوية المختلطة	Mafrq	Directorate of Education Qasabet Al Mafrq مديرية التعليم - قصبه المفرق	32.34655718	36.20854715	Al Mafrq	423	Al Mafrq Al Shmali	2	Hai al husain	16

PART 3 – Contract (العقد)

3.1 Terms and Conditions (الشروط و الأحكام)

The tendering shall be carried out in accordance with the latest version of KfW Procurement Guidelines, a copy of which is available for download from the KfW website. [Procurement regulations | KfW Development Bank \(kfw-entwicklungsbank.de/Service/Procurement-Regulations/\)](https://www.kfw-entwicklungsbank.de/Service/Procurement-Regulations/) The “Purchaser” is the Ministry of Education of the Hashemite Kingdom of Jordan.

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, and if required, approval of the Contract by relevant authorities of the Country.
2. The EU sections of this Contract are financed by the European Union from their Regional Trust Fund in Response to the Syrian Crisis (EUTF).
3. The “Consultant” for the purposes of this Purchase Order means the Joint Venture Dorsch International Consultants GmbH as the Leading Partner, with AHT GROUP AG and DAR AL OMRAN Planning, Architecture and Engineering.
4. All Payments shall be made in **Jordanian Dinar** within sixty (60) days of presentation of an invoice or request for payment supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. Partial payment shall be allowed against an invoice or request for payment and the delivered, installed and accepted Goods (certificate from the Purchaser).
5. The Supplier shall not be exempt from any duties, taxes, fees, levies and other charges applicable in and outside the Purchaser’s country. The sales tax and custom duties shall be priced separately in the Bills of Quantities and shall be listed separately in all requests for payment and will be reimbursed by the Purchaser. **The sales tax and custom duties will be reimbursed, in the certified actual amounts paid, by the Ministry of Education within a period of 90 days after certification by the respective authority.**

Withholding tax (where this is applicable):

- The schools funded by the (EU) – **such as the case of this contract** withholding tax (if applicable) will be reimbursed with the final payment certificate by the Ministry of Education.
- The schools funded by the German government are exempt from the Withholding Tax (WHT) as per cabinet decision – letter no. (13A/11/1/51342) Dated September 17th, 2023, however, should this change WHT, will be reimbursed by MoE with the final payment certificate by the Ministry of Education.

Under the terms of the financing agreement with the European Union, the European Union cannot pay any sales taxes, customs, and other levies.

6. Payment to the Supplier of the amounts due shall be made into the following bank account:

[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.

7. Any reimbursements in respect to the guarantees, if required, shall be effected to a
[Special account No. to be provided by MoE for the account of **Ministry of Education, Hashemite Kingdom of Jordan**.
8. An official letter from the Ministry of Education committing them to reimburse all customs duties and sales taxes is attached.
9. The governing and communication language shall be English.
10. The governing law shall be the law of Jordan.
11. The Supplier shall, subject to the Purchaser's compliance with Term/Condition no. 12, 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 Sites are located; and
 - b) The sale in any country of the products produced by the Goods.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 12** 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.

17. The Supplier shall produce for inspection documentary evidence that the insurances required by **Clause 16** 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.
18. 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
19. 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's performance and the date.
20. 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 a mutually agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
21. 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.
22. 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 Purchaser 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.
23. 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.
24. In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
25. Price Adjustments are not allowed under this contract.
26. 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 3.1.1.

27. 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.
28. 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.
29. 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.
30. If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the table below of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the table below. Once the maximum is reached, the Purchaser may terminate the Contract. These damages shall not relieve the Supplier from his obligation to complete the Services, or from any other duties, obligations, or responsibilities which he may have under the Contract.

Delay damages for the Services	0.5% per week or partial week for the Delayed Services
Maximum amount of delay damages	10% of the final Contract Price.

31. Following the completion of Services specified under this Contract, the Supplier shall provide a Defects Notification Period (DNP) 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 correctly operate or maintain the equipment.

الشروط والأحكام

يتم تنفيذ العطاء وفقاً لأحدث إصدار لإرشادات المشتريات الخاصة ببنك الأعمار الألماني، ويمكن تنزيل نسخة منه من الموقع الإلكتروني لبنك الأعمار الألماني <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>. هو وزارة التربية والتعليم في المملكة الأردنية الهاشمية.

١. يجب أن يكون تاريخ أمر المباشرة بعد ٥ أيام من توقيع اتفاقية العقد من قبل الطرفين والموافقة من البنك الممول KfW وإصدار الموافقات من السلطات المعنية.
٢. يمول الاتحاد الأوروبي أقسام هذا العقد من صندوقه الاستثماري الإقليمي استجابة للآزمة السورية.
٣. إئتلاف مشروع بناء المدارس بقيادة الاستشاري الرئيسي دورش انترناشونال كونسلتننتس جي ام بي اتش Dorsch International Consultants GmbH وبالشراكة مع AHT GROUP AG ودار العمران للتخطيط والهندسة والعمارة هو الاستشاري لصاحب العمل/المشتري لأغراض طلب الشراء.
٤. يجب أن تتم جميع المدفوعات **بالدينار الأردني** في غضون ستين (60) يوماً من تقديم المطالبة أو طلب الدفع مدعمة بكتاب أو وثيقة رسمية من المشتري تثبت أن البضائع قد تم تسليمها وأن جميع الخدمات الأخرى المتعاقد عليها قد تم تنفيذها. سيتم السماح بالدفعات الجزئية للسلع المسلمة والمركبة والمقبولة مقابل تقديم المطالبة أو طلب الدفع. (شهادة من المشتري)
٥. المورد **غير معفي** من أي رسوم أو ضرائب أو رسوم أخرى مطبقة داخل وخارج دولة المشتري. يتم تسعير ضريبة المبيعات و الرسوم الجمركية بشكل منفصل في جداول الكميات ويتم ادراجها بشكل منفصل في جميع طلبات الدفع و سيتم تسديدها من قبل المشتري. سيتم سداد ضريبة المبيعات و الرسوم الجمركية بالمبالغ الفعلية المعتمدة المدفوعة من قبل وزارة التربة و التعليم خلال فترة 90 يوماً بعد التصديق من قبل السلطة المختصة. الضريبة المقطعة (حيثما ينطبق ذلك):
 - المدارس الممولة من قبل (الاتحاد الأوروبي) كما هي الحال في هذا العقد، سيتم تعويض الضريبة المقطعة (ان وجدت) بشهادة الدفع النهائية من قبل وزارة التعليم.
 - المدارس التي تمولها الحكومة الألمانية معفاة من الضريبة المقطعة (WHT) بموجب قرار مجلس الوزراء - خطاب رقم (A/11/1/5134213) بتاريخ ١٧ سبتمبر ٢٠٢٣، و مع ذلك، في حالة تغيير هذا المبلغ، سيتم تعويضه من قبل وزارة التربية و التعليم مع شهادة الدفع النهائية من وزارة التعليم.
٦. بموجب بنود اتفاق التمويل مع الاتحاد الأوروبي، لا يمكن للاتحاد الأوروبي دفع أي ضرائب مبيعات، جمارك، أو رسوم أخرى.

يتم الدفع للمورد بالمبالغ المستحقة في الحسابات المصرفية التالية:

أدخل تفاصيل الحساب المصرفي في وقت توقيع العقد

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

٧. الرسوم المصرفية هي لحساب المورد ، باستثناء الرسوم المصرفية لبنك الأعمار الألماني كبنك محول فقط.
٨. أي مدفوعات متعلقة بالكفالات، إذا لزم الأمر، سيتم إرسالها على [رقم الحساب الخاص الذي تقدمه وزارة التربية والتعليم]
٩. ..لحساب وزارة التربية والتعليم، المملكة الأردنية الهاشمية.
١٠. تم إرفاق كتاب رسمي من وزارة التربية تلتزم فيه بإعادة تعويض جميع الرسوم الجمركية وضرائب المبيعات.
١١. اللغة الحاكمة لهذا العقد هي اللغة الإنجليزية.
١٢. القانون الحاكم هو القانون الأردني.
١٣. يجب على المورد، وفقاً لامتنال المشتري بالشروط/الأحكام بند ١٢، تعويض المشتري وإبعاده وموظفيه ومسؤوليه عن الضرر ضد جميع الدعاوى القضائية أو التدابير أو الإجراءات الإدارية والمطالبات والخسائر والأضرار والتكاليف والنقبات من أي نوع، بما في ذلك أتعاب المحاماة والنقبات 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:
 - (i) تسليم البضائع من قبل المورد أو استخدام السلع في البلد الذي يوجد فيه الموقع؛ و
 - (ii) البيع في أي بلد للمنتجات التي تنتجها السلع.

١٢. يجب ألا يغطي هذا التعويض أي استخدام للبضائع أو أي جزء منها بخلاف الغرض المحدد بواسطة العقد والمتطلبات من المورد. يجب أن لا تتجاوز قيمة التعويض الإجمالية قيمة العقد.
١٣. في حالة رفع أي دعوى أو مطالبة ضد المشتري، يجب على المشتري أن يعطي المورد إشعاراً على الفور بذلك، ويجوز للمورد على نفقته الخاصة وباسم المشتري القيام بمثل هذه الإجراءات أو المطالبات وأي مفاوضات لتسوية أية إجراءات أو مطالبات.
١٤. إذا فشل المورد في إعطاء المشتري إشعاراً في غضون ثمانية وعشرين (٢٨) يوماً بعد استلام هذا الإشعار بأنه ينوي اتخاذ أية إجراءات أو مطالبة من هذا القبيل فسيكون للمشتري الحرية في إجراء ذلك نيابة عنه.
١٥. يجب على المشتري بناءً على طلب المورد، أن يقدم كل المساعدة المتاحة للمورد في اتخاذ مثل هذه الإجراءات أو المطالبة، ويجب أن يعوضه المورد عن جميع النفقات المنطقية التي تكبدها في القيام بذلك.
١٦. يجب على المورد طيلة فترة العقد ومدة التوريد إلى حين استلام اللوازم والموافقة عليها من قبل المشتري، أن يوفر تأميناً على المركبات والنقل العام للبضائع/اللوازم المطلوبة بحدود تعويض لا تقل عن المبالغ المنصوص عليها في البند ١٢ أعلاه، لأي حدث أو سلسلة من الحوادث ناتجة عن عارض متعلق بمسؤولية المورد. هذا يتضمن مسؤولية المورد العامة/مسالطرف الثالث الناشئة من أو المتعلقة بخدمات التوريد وأي مخاطر أو أحداث أخرى منصوص عليها في الاتفاقية أو مطلوبة بقانون الدولة. يجب أن يكون تأمين نقل البضائع على الأقل ١١٠٪ (مائة وعشرة بالمائة) من مبلغ العقد المقبول ويجب أن يغطي "جميع المخاطر" وأن يشمل مخاطر الحرب و الإضراب العام.
١٧. يجب على المورد تقديم وثائق الفحص المطلوبة حسب التأمينات المذكورة بموجب البند ١٦ وأن يقوم بتزويد المشتري أو الاستشاري عندما يطلب منه القيام بذلك.
١٨. يجب على المورد أن يقدم للفحص أدلة مستندية تثبت أن التأمينات المطلوبة بموجب البند ١٦ يتم الاحتفاظ بها بشكل صحيح عندما يطلب منه الاستشاري القيام بذلك. يجوز للمشتري، بموجب إشعار يرسله إلى المورد، إنهاء العقد، كلياً أو جزئياً، في أي وقت حسب ما يراه مناسباً. يجب أن يحدد إشعار الإنهاء أن الإنهاء هو حسب ما يراه المشتري، ومدى إنهاء أداء المورد بموجب العقد، والتاريخ الذي يصبح فيه هذا الإنهاء ساري المفعول.
١٨. باستثناء حالات الإهمال الجرمي أو سوء السلوك المتعمد،
- (a) لن يكون المورد مسؤولاً اتجاه 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 يدفع 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.
١٩. 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
٢٠. يجب على المشتري قبول البضائع الجاهزة للشحن ولجميع البضائع التي تم شراؤها من قبل المورد في غضون ثمانية وعشرين (٢٨) يوماً بعد استلام المورد لإشعار إنهاء العقد وفقاً لشروط العقد وأسعاره. ولما تبقى من اللوازم، يجوز للمشتري:
- (a) إكمال أي جزء وتسليمه وفقاً لشروط وأسعار العقد؛ و/ أو
- (b) الغاء باقي اللوازم ودفع مبلغ متفق عليه من الطرفين للمورد مقابل اللوازم والخدمات المكتملة جزئياً والمواد والأجزاء التي تم شراؤها مسبقاً من قبل المورد وتمت الموافقة عليها من المشتري.
٢١. 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.
٢٢. على المورد وفقاً لهذه الاتفاقية ألا يقبل الرشاوى، أو الهدايا، أو المدفوعات المباشرة، أو غير المباشرة أو تقديم رشاوى من أي نوع للموظفين أو ممثلي المستشار أو المشتري 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.
٢٣. 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 إيجاد الحلول البديلة للتغلب أو التخفيف من اثر الظروف الاستثنائية/القوة القاهرة.
٢٤. في حال وجود نزاع بين المشتري والمورد، يجب إحالة النزاع إلى التحكيم والقضاء وفقاً لقوانين بلد المشتري.
٢٥. تعديل الأسعار غير مسموح بها بموجب هذا العقد.
٢٦. في غضون ١٤ (أربعة عشر) يوماً بعد استلام تبليغ قرار الإحالة من المشتري، يجب على المورد الفائز أن يقدم للمشتري كفالة حسن التنفيذ على شكل كفالة بنكية بمبلغ ١٠٪ (عشرة بالمائة) من سعر العقد بالدينار الأردني. على الكفالة أن تكون كالتالي المرفق في هذا العقد وتبقى سارية المفعول لحين استكمال إجراءات التوريد اصولياً كما وردت في بند 3.1.1.

٢٧. يجب ان تكون الكفالة البنكية غير مشروطة وصادره إما (أ) من قبل بنك حسن السمعة ومتعارف عليه في بلد المشتري، أو (ب) من قبل بنك أجنبي مقبول لدى المشتري.
٢٨. في حال فشل المورد الفائز بالعبء بإصدار كفالة حسن التنفيذ حسب متطلبات العقد، تعتبر هذه أسباب كافية للمشتري لإلغاء قرار إحالة العبء ومصادرة قيمة كفالة دخول العبء.
٢٩. يجب إلغاء كفالة حسن التنفيذ من قبل المشتري/صاحب العمل وإعادتها إلى المورد في موعد لا يتجاوز ثمانية وعشرين (٢٨) يوماً بعد استكمال كافة الالتزامات وحسن أداء المورد بموجب العقد.
٣٠. ٣١. إذا فشل المورد في تسليم أي أو كل البضائع بحلول تاريخ (تواريخ) التسليم أو أداء الخدمات ذات الصلة خلال الفترة المحددة في العقد، يجوز للمشتري، دون الإخلال بجميع سبل الإنصاف الأخرى بموجب العقد، خصم من سعر العقد، كتعويضات مقطوعة، مبلغ يعادل النسبة المحددة في الجدول أدناه من سعر تسليم البضائع المتأخرة أو الخدمات غير المنفذة عن كل أسبوع أو جزء منه تأخير حتى التسليم الفعلي أو الأداء، بحد أقصى للخصم بالنسبة السنوية المحددة في الجدول أدناه. وبمجرد الوصول إلى الحد الأقصى، يجوز للمشتري إنهاء العقد. ولا تعفي هذه الأضرار المورد من التزامه بإكمال الخدمات، أو من أي واجبات أو التزامات أو مسؤوليات أخرى قد تكون عليه بموجب العقد.

اضرار تأخير الأعمال	0.5% في الأسبوع أو أي جزء من الأسبوع للخدمات الموجلة
أقصى قدر من أضرار التأخير	10% من سعر العقد النهائي

٣١. بعد إتمام الخدمات المحددة في هذا العقد، يجب على المورد تقديم كفالة مدة الإشعر بالعيوب (كفالة الصيانة) (DNP) بشكل كفالة بنكية بنسبة ٥٪ من سعر العقد والصالحة لمدة ٣٦٥ يوماً. تضمن هذه الكفالة صلاحية وجودة المواد وامتثالها للمواصفات. سيتم إعادة الكفالة على النحو الواجب إلى المورد بمجرد الحصول على براءة ذمة من المشتري.
٣٢. سيقدم المشتري إشعاراً للمورد يبين طبيعة أي عيوب بالإضافة إلى كل الأدلة المتاحة، على الفور بعد اكتشافها. عند استلام مثل هذا الإشعار، يجب على المورد أن يقوم في غضون ١٠ أيام عمل صلاح أو استبدال السلع المعيبة أو أجزاء منها بسرعة وجدية، دون تكلفة للمشتري. إذا فشل المورد، بعد إخطاره في معالجة العيب خلال الفترة المحددة، يحق للمشتري أن يقوم في غضون فترة معقولة خلال فترة DNP الإشعار باتخاذ التدابير الإصلاحية اللازمة، على حساب ومخاطر المورد ودون المساس بأي حقوق أخرى قد يكون لدى المشتري ضد المورد بموجب العقد.
٣٣. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد التركيب خلال فترة ل DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الاستخدام، والفشل في تشغيل أو صيانة المعدات بشكل صحيح.

3.1.1 Performance Security Form (نموذج كفالة حسن التنفيذ)

Beneficiary:

Ministry of Education
International Tender Department, Second Floor,
Office 124
Suleiman Al Nabulsi St 10, Al Abdali, Building 4,
PO Box 1646,
Amman 11118,
Hashemite Kingdom of Jordan
Tel: (962) 6 5607181
Fax: (962) 6 5666019

Date:

[Insert date of issue]

PERFORMANCE GUARANTEE No.:

[Insert guarantee reference number]

Guarantor:

[letterhead]

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

We have been informed that "**Name 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 NCB. 510606 dated.....with the Beneficiary, for the "**Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1**" (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 Dinar⁷** 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 MoE..... for the account of **Ministry of Education, Hashemite Kingdom of Jordan.**

This guarantee shall expire not later than⁸.

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

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

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

Place, date

Guarantor's authorized signature(s)

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

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

3.1.2 Defects Notification Security Form (نموذج كفالة الصيانة)

Beneficiary:

Ministry of Education
International Tender Department, Second Floor,
Office 124
Suleiman Al Nabulsi St 10, Al Abdali, Building 4,
PO Box 1646,
Amman 11118,
Hashemite Kingdom of Jordan
Tel: (962) 6 5607181
Fax: (962) 6 5666019

Date:

[Insert date of issue]

DNP GUARANTEE No.:

[Insert guarantee reference number]

Guarantor:

[letterhead]

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

We have been informed that "**Name 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 NCB. 510606 dated.....with the Beneficiary, for the "**Procurement of Electrical Appliances Equipment for School Construction Programme-Phase 1**" (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 MOE..... for the account of **Ministry of Education, 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)