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Invitation for Bid (دعوة العطاء)

Hashemite Kingdom of Jordan
Ministry of Education
Procurement of Computer and IT Equipment for School Construction
Programme-Phase 1
Contract No: NCB.510551

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 Computer and IT Equipment under the Contract for "Procurement of Computer and IT Equipment for School Construction Programme".

Therefore, the Ministry of Education now invites bidders to submit sealed bids 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 Computer and IT Equipment (hereinafter referred to as "Goods") for 4 out of 18 schools (Phase 1). The required Computer and IT 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** 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: majdylal2006@yahoo.com

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.**



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 25th February 2024, the public opening session shall occur on the same day.



Tender for Procurement of Computer and IT Equipment for School Construction Programme-Phase 1 Contract Number: NCB. 510551	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. Majdi Abu Laila	Not to be opened before 14:00 hours 25 th February 2024
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following:

The submitted Bids shall be labelled on the outside with the name of the bidder and the

- No company is allowed to participate in more than one JV agreement.
- The maximum number of companies within a JV shall be two.
- 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 composition or the constitution of the JV, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 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.

In the case of a Joint Venture (JV):

- 1) Company Registration
- 2) Professional license

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

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 125 (One hundred twenty-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 25th January 2024 to 25th February 2024 during the hours of 09:00 to 13:00 (local time). The method of payment shall be cash.

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/) 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 4 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 Computer and IT Equipment i.e., Goods according to the requirements and specifications in this tender for the following schools: Al Nahda School (in Irbid) – Howara School (in Irbid) – Hakama School (in Irbid) - Hay Al Dobbat School (in Ma'traq). The Goods shall be delivered to the final delivery location within the duration shown in Section **Error! Reference source not found.** 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 shall complete the scope of work for all items, partial bids 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.



Handwritten marks at the top left of the page, including a checkmark and a signature.



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



1) السجل التجاري للتوريدات

معلومات الشركات:

الاسم: شركة

التجارة العامة، رقم السجل التجاري: 12، تاريخ التسجيل: 12/12/2010

العنوان: شارع

الشمس، رقم الهاتف: 972-79-1234567، البريد الإلكتروني: info@company.ps

الرقم الضريبي: 2010

الرقم التجاري: 1234567890، رقم الحساب البنكي: 159876543210

الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890

الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890

الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890

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الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890

معلومات الأعمال

الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890

الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890

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الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890

رقم التسجيل	رقم التسجيل: NCB. 510551
عنوان التسجيل	عنوان التسجيل: شارع الشمس، رقم الهاتف: 972-79-1234567، البريد الإلكتروني: info@company.ps
تاريخ فتح الملف	تاريخ فتح الملف: 25/12/2024

معلومات إضافية: شركة التجارة العامة، رقم الترخيص: 1234567890

- الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890
- الاسم التجاري: شركة التجارة العامة، رقم الترخيص: 1234567890
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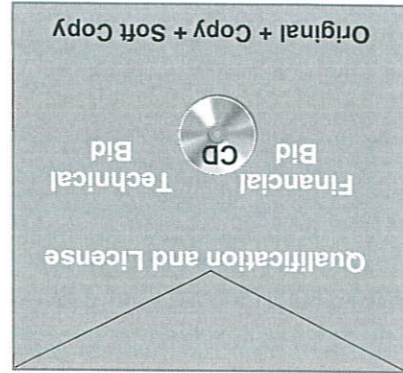


1. All timely bids received will be publicly opened at the date and time advised by the Purchaser and stipulated under Section 1 "Invitation to Bid"
2. The financial and technical proposals will be evaluated by the Purchaser's technical teams.
3. The bidder shall complete all items in the Bills of Quantities. Partial bids will not be accepted and will lead to the rejection of the complete bid.
4. The Contract will be awarded to the lowest compliant total priced Bid excluding sales tax and custom duties, and the amount of Contract award will be total price excluding sales tax and custom 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.
5. The Contract will be awarded to the bidder whose bid has been determined as being the lowest financial bid and 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. 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.
7. The price offer in the bid shall be **valid for 120 days** from the date of submission.
8. The financial offer shall be in accordance with the stamped BOQ from MOE provided in this document and it shall be signed and stamped by the bidder.
9. 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;
10. 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.
11. 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.

1.3 Evaluation and Award (أجراءات التقييم و أحالة العطاء)

- 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**.

✗



- € 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
- € 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.

Documents to be submitted
Checklist for Bidders

1.4 Bidding Forms (نماذج المناقصة)

1.4.1 FORM 1 – Declaration of Undertaking (تعهد التمتع)

NCB No. 510551 Procurement of Computer and IT Equipment for School Construction Programme-Phase 1: ("Contract")¹

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);

2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;



¹ 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, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries";

² 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 (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> 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, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:
6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (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.

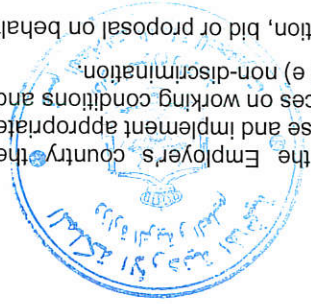
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed 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 of: _____

Signature: _____
Dated: _____

³ 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.
⁴ 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.



4



X

(Signature(s))

.....

(Place)

.....

(Date)

.....

- 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.

Name of company

Declaration of tax conformity – binding confirmation for legal persons

Appendix 1 to the Declaration of Undertaking

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[Signature of the authorised representative of the Member]

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.

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.

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

[Insert the names of the other JV Members here]

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

Page _____ of _____ pages

Contract No. and title: _____

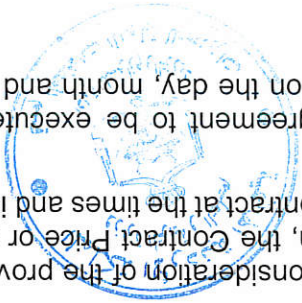
Date: _____

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

1.4.2 FORM 2 – Declaration of Association (بيان ارتباط)

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.



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.

3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

- (g) Supplier's bid as well as any other document listed in forming part of the contract.
- (f) Tender Documents, Specifications and bidding forms including price schedules;
- (e) The Addenda Nos. _____ (if any);
- (d) Signed Declaration of Undertaking;
- (c) Bill of Quantities;
- (b) Performance Guarantee;
- (a) The Letter of Acceptance;

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.

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., **Procurement of Computer and IT 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").

- (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").

BETWEEN

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

THIS AGREEMENT made

Contract Agreement for Procurement of Computer and IT Equipment for School Construction Programme-Phase 1

1.4.3 FORM 3 – Form of Contract (النموذج الثالث)



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]

For and on behalf of the Supplier:

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 Purchaser:

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. 510551 Procurement of Computer and IT 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 Agreement⁵



⁵ 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 (المطلب 4 - نموذج كفالة لوجول)

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. 510551 Procurement of Computer and IT 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 4,000 (Four thousand Jordanian Dinar) upon receipt** by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

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

This guarantee shall expire not later than **[Tender validity date(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 الفني)

The Bidder shall fill in the following technical schedules with the specification of the offered items.

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

1. Switch Port 24		Equipment specifications	
Nr.	Technical Requirement	Supplier Offer	(Description of any non-compliance)
1	Form Factor	Rack-mountable - 1U,19"	
2	Ports	≥ 24 x Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 100Base-T (RJ 45) ;	
3	Communication Mode	Half-duplex, full-duplex	
4	RAM	≥ 64 MB	
5	Flash memory	≥ 16 MB	
6	Remote Management Protocol	SNMP 1, RMON, Telnet, SNMP 3, SNMP 2c	
7	Standards	IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s, IEEE 802.1ab (LLDP)	
8	Features	Layer 2 switching, auto-sensing per device, DHCP support, auto-negotiation, VLAN support, auto-uplink (auto MDI/MDI-X), IGMP snooping, DHCP snooping, Quality of Service (QoS)	
9	Power	AC 240 V (50Hz)	
10	Certification	FCC Class A, CE Mark	
11	Warranty	3 Years, Parts & Labor (On-site)	
12	Installation	Full installation	
13	Brand/model		
2. Photocopier		Equipment specifications	
Nr.	Technical Requirement	Supplier Offer	(Description of any non-compliance)
1	Photocopy Color	Monochrome (Black and White)	
2	General	Function: Copy, Print, Scan	
3	Resolution	≥ (600x600) dpi	
4	Speed (A4)	≥ 20 ppm	
5	RAM	≥ 200 MB	



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3. Personal Computers		Supplier Offer	Technical Requirement		Description of any non-compliance	
Nr.	Equipment specifications		Technical Requirement		Description of any non-compliance	
1	CPU Performance	Min. Processor	≥ 2.0 GHz	Min. Cache	≥ 12 MB	Intel Core i7-11th Generation or higher
		base frequency or Configurable TDP-down Frequency				
2	Motherboard Chipset	Intel or equivalent subject to the ministry approval				
3	RAM	Size	≥ 8 GB DDR4 Expandable up to 32 GB	DIMM	≥ 2 DIMM	
		Speed	≥ 2666 MHz			
4	Optical Disk Drive	Internal Super Multi DVD +/- RW				
5	Storage	≥ 512 GB SSD				
6	Graphics	Integrated graphics system				

2. Photocopier		Supplier Offer	Technical Requirement		Description of any non-compliance	
Nr.	Equipment specifications		Technical Requirement		Description of any non-compliance	
6	Zoom	(25-400) %				
7	Interfaces	USB 2.0				
		10 base T/100 base TX				
8	Paper Handling	No. of cassettes: (2)				
		Paper Size: A4-A3				
		Capacity for each cassette: ≥ (250) Sheet				
		Bypass tray ≥ 50 Sheet				
		Duplex				
		ADF ≥ 50 Sheet				
9	Power Supply	(220-240) V, 50 Hz				
10	Duty Cycle	≥ 15,000 Pages/Month				
11	Warranty	≥ 1 Year Parts & Labor (on-site)				
12	Each Photocopier Complete With	Original or local table				
		All necessary accessories				
		Operational manual in English				
Type, Model & Origin must be specified for every option unit						
Complete installation, Operation and Training						



4. Interactive white board with Short Throw Projector		Nr.	Technical Requirement	Supplier Offer Comply/Non-compliant (Description of any non-compliance)
Equipment specifications				
Interactive white board				
1	Size of Active Area (Diagonal)	≥ 88 inch		
2	Writing Styles	Finger & Battery free marker pen		
3	Writing Surface	Durable Surface (Strong Ceramic or Hard-coated Polyester or Particle wood (core), steel) Dry erase		

3. Personal Computers		Nr.	Technical Requirement	Supplier Offer Comply/Non-compliant (Description of any non-compliance)
7	Sound	Integrated sound , with internal speakers (accepted on monitor)		
8	Network card	Gigabit Integrated Ethernet, RJ45 / Auto sensing		
9	Expansion Slots	≥ 2 PCI slot or PCI Express or PCI Express 16		
10	I / O ports	≥ 4 USB 2.0 ports on Back panel ≥ 2 USB 2.0 ports on Front panel	≥ 1 HDMI ≥ 1 VGA port	
11	Case	Tower (220-240) Volts, 50 Hz, MK plug		
12	Communication	Integrated wireless Integrate Bluetooth 3.1		
13	Certification	FCC or UL or CE		
14	Keyboard	USB Arabic/English		
15	Mouse	USB Optical wheel mouse and mouse pad		
16	Color Monitor	≥ 21" LED backlight , (220-240) Volts, 50 Hz,		
17	Operating system	windows 10 Pre-installed		
18	Warranty	3 Years, Parts & Labor (at-site)		
19	Instruction & Accessories	All parts (case, monitor, keyboard, and mouse) MUST have the same brand name, thermally printed Furnish 1 UTB Patch cord Cat 6 (3m long) with each Computer.		
20	Brand and Model			

6. Multifunction Printer (3 in 1)		Supplier Offer Comply/Non-compliant (Description of any non-compliance)	
Nr.	Technical Requirement	Equipment specifications	
1	Standard Function	Copy , Print, Scan	
2	System	Monochrome Laser	
3	RAM	≥128 MB	
	Compatibility	Compatible with MS, win 8, win10	
	Power Management	(220-240) V, 50 Hz, MK plug	
	Certification	FCC , CE	
4	Printing	Output Resolution	≥ 600x600 DPI
		Print Speed A4	≥ 25 PPM
5	Copying	Copy Resolution	≥ 600x600 DPI
		Copy Speed	≥ 25 CPM

5. Network Laser Printer		Supplier Offer Comply/Non-compliant (Description of any non-compliance)	
Nr.	Technical Requirement	Equipment specifications	
11	Printer Language	PCL 6	
12	Power	(220-240) V, 50 Hz, MK plug	
13	Duty Cycle	≥ 50,000 pages/month	
14	Misc	Compatible with MS win 7, win 8, win 10	win 11
		Included Cable USB	
		FCC or CE	
15	Certification	FCC or CE	
16	Please state the price & determine the number of copies for	Toner	
		Drum	
		Cost of one paper (100,000)page	
17	Warranty	3 years , Parts & Labor (on-site)	
18	Evaluate condition	<ul style="list-style-type: none"> The evaluation will be based on both the operational cost and the individual price together for one paper The company must adhere to the prices provided for a period of two years in terms of (Drum & Toner) 	
19	Brand and Model		

7. Color Laser Printer		Nr.	Supplier Offer Comply/Non-compliant (Description of any non-compliance)	Technical Requirement	Equipment specifications
1	Print Technology			Color Laser Printer	
2	Print Resolution			≥ 600x 600 DPI	
3	Print Speed (A4)			Color	≥ 20 Ppm
				Mono	≥ 20 Ppm
5	Paper Handling			1 Tray	A4
					≥ 250 Sheets
					1 Multi - Purpose
	Media Handling			A4	
6	Compatibility			Connectivity	USB 2.0, Ethernet- RJ45

6. Multifunction Printer (3 in 1)		Nr.	Supplier Offer Comply/Non-compliant (Description of any non-compliance)	Technical Requirement	Zoom function
					25-400%
					Scan speed(Black) ≥ 20 PPM
					Scan speed(ADF) ≥ 20 PPM
					Bit depth 24 Bit Output
					Scanner Resolution Optical 1200 ×1200 PPI
					A4 Scan Speed ≤9 sec
7	Paper Handling				Paper size A4
					Std. total input capacity ≥ 250 sheets
					No. of Cassette ≥1
					ADF capacity ≥50 sheets
					Media Types Supported Plain Paper, Labels
					Duty Cycle ≥ 50,000 pages/month
					Standard USB
8	Connectivity				Base T Ethernet, RJ45
					Included Cable USB
9	Included				
10	Warranty				3 years , Parts & Labor (on-site)
11	Brand and Model				



8. Wireless Access Point			
Nr.	Technical Requirement	Supplier Offer Comply/Non-compliant (Description of any non-compliance)	Equipment specifications
1	Indoor		Site Type
2	Wireless		Connectivity Technology
3	300 Mbps		Data Transfer Rate

7. Color Laser Printer			
Nr.	Technical Requirement	Supplier Offer Comply/Non-compliant (Description of any non-compliance)	OS Compatibility
7	MS Windows. (Win8, Win 10)		Network Protocol
	TCP/IP		
	(10/100 Mbps)		
8	230 V, 50 Hz, MK Plug		Power
9	≥ 20,000 Pages/Month		Duty Cycle
10	Drum		Please State The Price & Determine The Number Of Copies For
	Toner (C,Y,M,K)		
	Black		
	Color		
	Black		
	Color		
11	3 Years, Parts & Labor (On-Site)		Warranty
12	<ul style="list-style-type: none"> The evaluation will be based on both the operational cost and the individual price together for 50,000 sheets of paper. The company must adhere to the prices provided for a period of two years in terms of (Drum & Toner) سيتم التقييم على مدى الكلفة التشغيلية والسعر الإجمالي لكل وحدة (Drum & Toner) حتى القدرة لمدة سنتين من الخدمة على الشركة الإلتزام بالأسعار الإجمالية لكل وحدة (Drum & Toner) حتى القدرة لمدة سنتين من الخدمة 		Evaluate condition
13			Brand and Model



Nr.	Technical Requirement	Supplier Offer Comply/Non-compliant (Description of any non-compliance)
4	IEEE 802.11g, IEEE 802.11n, Wi-Fi Protected Setup, IEEE 802.11b	
5	IEEE 802.11b, IEEE 802.11n, IEEE 802.11g	
6	Wireless Frequency Band Dual 2.4 Ghz, 5 Ghz	
7	Range Indoors approx. 250 ft	
8	Status Indicators Status, Power	
9	Wireless Client Mode, RADIUS support, Quality of Service (QoS), Wireless Distribution System (WDS) support, Wi-Fi Protected Setup (WPS), MAC address filtering, Wi-Fi Multimedia (WMM) support, Reset button.	
10	Encryption Algorithm WPA2, WPA-PSK, WPA2-PSK, WPA, 64-bit WEP	
11	Authentication Method RADIUS	
12	Antenna Internal Or External Detachable	
13	Directivity Omni-directional	
14	Interfaces 1 x Network - Ethernet 10Base-T/100Base-TX - RJ-45	
15	Note:- Price include installation at sites, Device to be wall mounted	
16	Power (220-240) Volts, 50 Hz, Power adapter	
17	Manufacturer Warranty Service & Support 3 years warranty Labor & Site	
18	Brand and Model	

8. Wireless Access Point



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

- If a complete bill is not filled in, the bid shall be rejected.
 - If an individual item is not completed in the bill, the highest unit price for the same item in another bill shall be inserted.
 - The bidder shall complete the BoQ fully; and
- The bidder shall deliver the complete scope for all items for all schools:
- The Purchaser reserves the right to change the quantities by adding or 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.

1.4.6 FORM 6 – Bill of Quantities (الكميات) (جدول الكميات)



Item No.	Description of Items	Unit	Quantity	Total Cost (JOD)		Taxes and Customs (JOD)	
				Unit Price	Total Price	Unit Price	Total Price
1	Switch 24 port (switch 24 (قطعة 24))	Piece	2				
2	Photocopier cate 3 (آلة تصوير فئة 3)	Piece	1				
3	Personal Computer (جهاز حاسوب)	Piece	59				
4	Interactive Board & Short throw (جهاز عرض & لوح تفاعلي)	Piece	4				
5	Network Laser Printer (طابعة ليزر شبكة)	Piece	13				
6	Multifunction Printer (الطابعة المتعددة الوظائف)	Piece	1				
7	Colour printer (طابعة ملونة)	Piece	2				
8	Wireless access point (نقطة اتصال لاسلكي)	Piece	4				
				Total Price Excluding Taxes and Customs (JOD)			
				Grand Total Including Taxes and Customs (JOD)			

1.4.6.1 EU1 Al Nahda School



Item No.	Description of Items	Unit	Quantity	Total Cost (JOD)			Taxes and Customs (JOD)		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Switch 24 port (switch 24 (قطعة 24))	Piece	2						
2	Photocopier cate 3 (آلة تصوير فئة 3)	Piece	1						
3	Personal Computer (جهاز حاسوب)	Piece	58						
4	Interactive Board & Short throw (جهاز عرض & لوح تفاعلي)	Piece	4						
5	Network Laser Printer (طابعة ليزيرية)	Piece	12						
6	Multifunction Printer (طابعة متعددة (الي جي ايس))	Piece	1						
7	Colour printer (طابعة ملونة)	Piece	2						
8	Wireless access point (لاسلكي نقطة اتصال)	Piece	4						
				Total Price Excluding Taxes and Customs (JOD)			Grand Total Including Taxes and Customs (JOD)		

1.4.6.3 EU17 Hakama School



	Grand Total Price Excluding Taxes and Customs (JOD)
	Grand Total Price Including Taxes and Customs (JOD)

Item No.	Description of Items	Unit	Quantity	Total Cost (JOD)			Taxes and Customs (JOD)
				Unit Price	Total Price	Unit Price	
1	Switch 24 port (switch 24 نقطة)	Piece	2				
2	Photocopier cate 3 (آلة تصوير فئة 3)	Piece	1				
3	Personal Computer (جهاز حاسوب)	Piece	58				
4	Interactive Board & Short throw (جهاز عرض & لوح تفاعلي)	Piece	4				
5	Network Laser Printer (طابعة ليزرية)	Piece	12				
6	Multifunction Printer (طابعة متعددة)	Piece	1				
7	Colour printer (طابعة ملونة)	Piece	2				
8	Wireless access point (نقطة لاسلكي)	Piece	4				
				Total Price Excluding Taxes and Customs (JOD)			
				Grand Total Including Taxes and Customs (JOD)			

1.4.6.4 EU18 Hay Al Dobbat



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]*

Bidder's Legal Name: *[Insert]*
JV Member's Legal Name: *[Insert]*
NCB No. 510551 Procurement of Computer and IT Equipment for School Construction Programme-Phase 1
Page *[Insert]* of *[Insert]* pages

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

1.4.7 FORM 7- Warranty Confirmation Form (الضمان والتعهد بالتقديم)



Copies:
CC: SGA at MOE
CC: KFW office in Jordan
CC: Consultant Dorsch Offices at MOPWH

Prof. Dr. Mohammad Abu Qudais

Minister of Education

Thank you for your cooperation,

Programmes.
duties that might be induced on the construction of the above mentioned not get a tax exemption from all local taxes including sales tax, stamps, customs and School Construction Loan (SCL). This shall be the case if this Ministry (MOE) does and School Construction Programmes (SCP) including SCP I & II, SCP III & IV and both Components, German Financial Cooperation (FC) and European Union (EU), construction companies as a separate part of the tender documents. This shall be for tax sales, customs and duties shall be paid to the Consultant, supplier and MOE and MOPWH, as the Project Execution Agency, shall explicitly specify that the country shall be included in the overheads and reflected in the unit prices.
All other taxes, duties, levies and fees payable by the Consultant (respectively Contractor), its Sub-consultants and Experts inside and outside the Employer's

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).
- 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;

Your excellency Minister of Public Works and Housing,

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.

49/170/23895
30/6/2021

Handwritten signature and initials.

Handwritten Arabic text.



Handwritten Arabic text in a box.



Ministry of Education Letter on Taxation in خصوص التعليم والتربية والوزارة (كتاب وزارة التربية والتعليم بخصوص تخليص التعليم)

1.5



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 subcontractant 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/debar>, 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.



- 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 handling-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 handling-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 handling-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 handling-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.
- Supplier's 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.



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.

2.3 Design Requirements (الشروط التصميمية)

- The Supplier shall provide operation manuals in English.
- The submission of the original catalogues (product documentation) shall be requested from the awarded Supplier upon delivery with highlighting the model provided.
- Training: Operation training for the supplied goods and specifically the interactive boards will be provided in all schools, and to each room advised by the Purchaser in the locations in Section 2.6.
- Delivery: Latest delivery shall be 150 days from Contract signature including the installation and operation.
- The bidder shall attach a detailed breakdown of consumables separately, including quantities, capacities, and prices, with a note that any item not listed in the consumables list is covered by the maintenance warranty, and committing to the consumable's prices during the free maintenance period.
- Spare parts: Spare parts shall be available on short notice, through the Supplier, the Supplier's local agent or the manufacturer appointed official representative for the Goods.
- Warranty and Maintenance: The free maintenance warranty period shall be as per the specifications and technical schedules and including repair costs and spare parts. The Supplier is obligated to provide a qualified technical team and in a number that corresponds to the number of required devices for performing maintenance work efficiently.
- Brand names and models must be clearly specified.
- The Purchaser reserves the right to request a sample of the offered materials (at the time of tender) at any time for the purpose of verifying the provided specifications.
- Any offer that does not comply with all of the particular and general specifications in the tender invitation will not be considered.
- 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 bidder shall fill in the Technical Schedules (Compliance Sheets) with "comply" or "not comply" for every line of Section 1.4.5 Technical Schedules (Compliance Sheets).
- The provided equipment i.e. Goods shall be new and original.

Technical Conditions:

2.2 Particular Specifications (الشروط الخاصة)



2.4 Documents to be Provided upon Delivery (التوثيق 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 handling-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)

School Construction Programme Delivery Schedule for NCB.510551 / Computer and IT Equipment				
School Name	Latest Delivery at Destination	Location of delivery	Governorate	Notes
EU Schools/Sections				
1 EU1 Al Nahda School	150 Days from Contract signature	School Building	Irbid	To each room
2 EU2 Howwara School	150 Days from Contract signature	School Building	Irbid	To each room
3 EU17 Hakama School	150 Days from Contract signature	School Building	Irbid	To each room
4 EU18 Hay Al Dobbat School	150 Days from Contract signature	School Building	Al Mafraq	To each room



2.6 قائمة بمواقع المدارس لعمليات التسليم (List of School Locations for Deliveries)

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 الثانوية النهضة المختلطة	Irbid	Directorate of Education for Ramtha مديرية التربية والتعليم - محافظة الرمثا	32.56112991	35.99343968	Ramtha	261	Al Duwar	28	between 8th & 9th بين الحي التاسع والحي الثامن	359
EU2	Howwara Mixed School الاساسية حوارة المختلطة	Irbid	Directorate of Education Qasabet Irbid مديرية التعليم - قصبية اربد	32.52364943	35.9104444	Huwara	189	Al Joor Al Sharqi	27	Howwara	538
EU17	Hakama Secondary حكما الثانوية البنات	Irbid	Directorate of Education Qasabet Irbid مديرية التعليم - قصبية اربد	32.59032534	35.87748074	Hikma	188	Asem	4	Hakama	678
EU18	Hai Al Dobbat Mixed Secondary حي الضباط الثانوية المختلطة	Mafrq	Directorate of Education Qasabet Al Mafrq مديرية التعليم - قصبية المفرق	32.34655718	36.20854715	Al Mafrq	423	Al Mafrq Al Shmali	2	Hai al husain	16





- 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 insurances, 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.

7 "Force Majeure" definition as per the KfW Procurement Guidelines



25. Price Adjustments are not allowed under this Contract.
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.
23. If a Force Majeure⁷ situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
22. In 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 including such authority or government official to use his influence with the authority, government or instrumentality thereof to effect or influence any act or decision, or which are otherwise illegal under any applicable law and, further, shall comply with the Declaration of Undertaking signed and stamped by him and attached as annex hereto.
21. Termination of this Agreement howsoever arising shall be without prejudice to the rights and remedies of either Party in relation to any negligence, omission or default of the other, prior to such termination.
20. 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:
- To have any portion completed and delivered at the Contract terms and prices; and/or
 - 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.
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 specifying the reasons, the extent of which the Supplier's performance and the date.
- 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
 - The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the purchaser with respect to patent infringement.
18. Except in cases of criminal negligence or willful misconduct,
- 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
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.



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.
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.
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.

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

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.
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.
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.
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.
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



34. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد الترخيص خلال فترة لـ DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الممارسة الطبية، والوقوع في شكاوى أو صياغة المعدات بشكل صحيح.
33. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد الترخيص خلال فترة لـ DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الممارسة الطبية، والوقوع في شكاوى أو صياغة المعدات بشكل صحيح.
32. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد الترخيص خلال فترة لـ DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الممارسة الطبية، والوقوع في شكاوى أو صياغة المعدات بشكل صحيح.

الخدمات التي لا تشملها التأمين الصحي من 10% من سعر العقد النهائي	الخدمات التي لا تشملها التأمين الصحي من 0.5% في الأقساط أو أي جزء من الأقساط
الخدمات التي لا تشملها التأمين الصحي من 10% من سعر العقد النهائي	الخدمات التي لا تشملها التأمين الصحي من 0.5% في الأقساط أو أي جزء من الأقساط

31. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد الترخيص خلال فترة لـ DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الممارسة الطبية، والوقوع في شكاوى أو صياغة المعدات بشكل صحيح.
30. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد الترخيص خلال فترة لـ DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الممارسة الطبية، والوقوع في شكاوى أو صياغة المعدات بشكل صحيح.
29. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد الترخيص خلال فترة لـ DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الممارسة الطبية، والوقوع في شكاوى أو صياغة المعدات بشكل صحيح.
28. المورد يظل مسؤولاً عن أي عيب أو ضرر يحدث بعد الترخيص خلال فترة لـ DNP. ويستثنى من ذلك إهمال المستخدم، وسوء الممارسة الطبية، والوقوع في شكاوى أو صياغة المعدات بشكل صحيح.

3.1.1 Performance Security Form (نموذج ضمان اداء)

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

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.510551 datedwith the Beneficiary, for the "Procurement of Computer and IT 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 defenses, 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) _____

⁸ This guarantee shall be issued in the contract currency only.
⁹ the guarantee shall be valid for at least 28 days from the date of contractual completion and necessary approvals obtained.



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Guarantor's authorized signature(s)

Place, date

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.

Hashemite Kingdom of Jordan.
[Special account No. to be provided by MOE for the account of the Ministry of Education, In the event of any claim under this guarantee, payment shall be effected to
Beneficiary needing to prove or to show grounds for the demand or the sum specified therein. stating that the Applicant is in breach of its obligation(s) under the Contract, without the demand itself or a separate signed document accompanying or identifying the demand, by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in JOD..... in words
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 5% (Five percent) of the contract price.
According to the conditions of the Contract, a Defects Notification guarantee is required for the "Procurement of Computer and IT Equipment for School Construction Programme-Phase 1" (hereinafter called "the Contract"). Furthermore, we understand that, Applicant) has entered into Contract No NCB.510551 dated.....with the Beneficiary, 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 Name of Supplier")

Guarantor: [insert name and address of place of issue, unless indicated in the letterhead]
DNP GUARANTEE No.: [insert guarantee reference number]
Date: [insert date of issue]

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

Beneficiary:

3.1.2 Defects Notification Security Form (بموجب ضمانة الصيانة)