



**THE HASHEMITE  
KINGDOM OF JORDAN**



**MILLENNIUM  
CHALLENGE ACCOUNT - JORDAN**  
Partners in Development



**MILLENNIUM  
CHALLENGE CORPORATION**  
UNITED STATES OF AMERICA

**MILLENNIUM CHALLENGE ACCOUNT - Jordan**

**On Behalf of:**

**THE GOVERNMENT OF THE HASHEMITE KINGDOM OF  
JORDAN**

**Funded by**

**THE UNITED STATES OF AMERICA**

**Through**

**THE MILLENNIUM CHALLENGE CORPORATION**

**Procurement of  
Mechanical Water Meters**

**Central Tender No: (69/2013)-MCC**

**October 2013**

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## Letter of Invitation for Bids

**October/2013**

**The Purchaser / The Employer: MCA-Jordan**

**IFB#: (69/2013)-MCC**

The Millennium Challenge Corporation (“MCC”) and the Government of **Jordan** (the “Government” or (“GoJ”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **Jordan** (the “Compact”) in the amount of approximately **275,100,000** USD (“MCC Funding”). The Government, acting through the Purchaser, intends to apply a portion of the proceeds of MCC Funding to eligible payments under a Contract associated with this Invitation for Bids (“IFB”). Payment by the Purchaser will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC funding and conditions to the disbursement of MCC funding. No party other than the Government and the Purchaser shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding.

The Compact program includes several water and wastewater projects in Zarqa Governorate, which have been identified by the Government of Jordan as priority projects that can effectively contribute to poverty alleviation in Jordan. The technical, social and environmental feasibility studies for the identified projects, which are fully funded by MCC through grant agreement signed between the Government of Jordan and MCC in June 2009, were started in late 2009 and are expected to close early 2012. Subsequently, the program entered into its implementation phase, on December 13, 2011 for a period of 5 years.

This IFB follows the Amendment to General Procurement Notice No. 4 that appeared in dgMarket online of October 15, 2012, in the UN Development Business (UNDB) online of October 15, 2012, on the Government Tenders Directorate (GTD) the Procurement Agent (PA) website [www.gtd.gov.jo](http://www.gtd.gov.jo), local newspapers: Al Rai, Al Dustour and the Jordan Times of October 15, 2012, and was posted on MCA-Jordan website [www.mca-jordan.gov.jo](http://www.mca-jordan.gov.jo).

The Purchaser through the Government Tenders Directorate (GTD), the Procurement Agent (PA), now invites sealed bids to provide the goods and related services referenced above (“Bids”). This procurement includes procuring 40,000 units of mechanical water meter (15 mm diameter), 500 units of mechanical water meter (20 mm diameter), and an optional quantity of 10,000 units of mechanical water meter (15 mm diameter) to be exercised upon availability of funds. More details on the goods and related services are provided in the Schedule of Requirements.

This IFB is open to all eligible entities or persons (“Bidders”) who wish to respond. Bidders may only associate with each other in the form of a joint venture or under a sub-contractual agreement to complement their respective areas of supply to enhance their capacity to carry out the supply of goods and provision of required services and so long

## Letter of Invitation for Bids

as any association is formed or sub-contract is entered into in accordance with the bidding document associated with this IFB.

A supplier will be selected under the a competitive bidding method, the evaluation procedure for which is described in sections of the bidding document associated with this IFB in accordance with the “MCC Program Procurement Guidelines” which are provided on the MCC website [www.mcc.gov](http://www.mcc.gov).

The bidding document associated with this IFB includes the following Sections:

**Section 1      Instructions to Bidders**

This section provides information to help Bidders prepare their Bids; it also provides information on the submission, opening, and evaluation of Bids and on the award of the proposed contract.

**Section 2      Bid Data Sheet**

This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Bidders.

**Section 3      Qualification and Evaluation Criteria**

This section specifies the qualifications required of the Bidder and the criteria to be used to evaluate the Bids.

**Section 4      Bid Forms**

This section provides the Bid Submission Form, Price Schedules for Goods, Bid Security, the Manufacturer’s Authorization (if required) and other forms which are to be completed by the Bidder and submitted as part of its Bid.

**Section 5      Contract Forms**

- I      Contract Agreement
- II     General Conditions of Contract
- III    Special Conditions of Contract
- IV    Appendices
  - Appendix A    Additional Provisions
- V      Bank Guarantee for Performance Security

**Section 6      Schedule of Requirements**

This section includes the detailed list of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

The bidding documents associated with this IFB will be placed on the Government Tenders Directorate (GTD), the Procurement Agent (PA), and the Purchaser’s websites at [[www.gtd.gov.jo](http://www.gtd.gov.jo) and [www.mca-jordan.gov.jo](http://www.mca-jordan.gov.jo)] and prospective Bidders interested in submitting a Bid should submit an e-mail, giving full contact details of the prospective Bidder, to [[biddings@gtd.gov.jo](mailto:biddings@gtd.gov.jo)].

## Letter of Invitation for Bids

A pre-Bid meeting will be held on **Monday, October 21, 2013** at the Government Tender Directorate, Ministry of Public Works and Housing, King Abdullah II Circle (8<sup>th</sup> Circle)/ King Abdullah II Street at **[9:00 am]**.

The closing time for receipt of Bids is **Monday, November 25, 2013** at **12:00 pm** local time in **Jordan**. Bids received after this time and date shall not be considered and will be returned unopened. Bidders should be aware that distance and customs formalities may require longer than expected delivery time.

All Bids must be accompanied by a bid security (as required) in the manner and amount specified in the Bid Data Sheet.

Bids will be opened in the presence of Bidders' and/or their representatives who choose to attend on **Monday, November 25, 2013** at **13:00** local time, at the **Government Tender Directorate (GTD)** the Procurement Agent (PA) at the address below. The opening session will be transmitted live (audio and video) on the Purchaser's Procurement Agent official website [www.gtd.gov.jo](http://www.gtd.gov.jo) .

Ministry of Public Works and Housing  
King Abdullah II Circle (8<sup>th</sup> Circle)/ King Abdullah II Street  
P.O Box: 1220 Amman 11118 Jordan  
Telephone number: 00 962 6 585 8 / 311, 312, 313, or 314.  
Fax number: 00 962 6 585 7 / 583 or 639.

**Email: [bidnings@gtd.gov.jo](mailto:bidnings@gtd.gov.jo)**

Yours sincerely,  
Eng. Mohammad Khaled Alhazaimeh  
Chairman of Central Tenders Committee  
Director General  
Government Tenders Directorate

## Section 1 Instructions to Bidders

### A. General

#### Definitions

- (a) “associate” means any entity or person with whom the Bidder associates in order to provide any part of the Goods and Related Services.
- (b) “BDS” means the Bid Data Sheet in Section 2 of this Bidding Document used to reflect specific requirements and/or conditions.
- (c) “Bid” means a bid for the provision of the Goods and Related Services submitted by a Bidder in response to this Bidding Document.
- (d) “Bidder” means any eligible entity or person, including any associate of such eligible entity or person, that submits a Bid.
- (e) “Bidding Document” means this document, including any amendments that may be made, prepared by the Purchaser for the selection of the Supplier.
- (f) “Compact” means the Millennium Challenge Compact identified in the **BDS**.
- (g) “confirmation” means confirmation in writing.
- (h) “Contract” means the contract proposed to be entered into between the Purchaser and the Supplier, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in Section 5 of this Bidding Document.
- (i) “day” means a calendar day.
- (j) “Final Destination” means the place where the Goods are to be delivered, or installed, as prescribed in ITB Sub-Clause 15.6.
- (k) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1), according to which action may be taken against the Bidder, the Supplier, the Purchaser, or any of their respective personnel.
- (l) “GCC” means the General Conditions of Contract.
- (m) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the



## Section 1: Instructions to Bidders

Supplier is required to supply to the Purchaser under the Contract.

- (n) “Government” means the Government identified in the **BDS**.
- (o) “Instructions to Bidders” or “ITB” means Section 1 of this Bidding Document, including any amendments, which provides Bidders with information needed to prepare their Bids.
- (p) “in writing” means communicated in written form (e.g., by mail, e-mail or facsimile) delivered with proof of receipt.
- (q) “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (r) “Purchaser” or “MCA Entity” means the entity identified in the **BDS** [full legal name of the MCA Entity] the party with which the Supplier signs the Contract for the supply of the Goods and Related Services.
- (s) “Related Services” means the services incidental to the supply of the Goods such as, insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (t) “SCC” means the Special Conditions of Contract.
- (u) “Schedule of Requirements” means the documents included in this Bidding Document as Section 6, which explains the details of the Goods and Related Services required and the technical specifications needed to provide the Goods and Related Services.
- (v) “Subcontractor” means any person or entity with whom a Bidder intends to subcontract any part of the Goods and Related Services.
- (w) “Supplier” means the entity or person, including any associate that provides the Goods and Related Services to the Purchaser under the Contract.
- (x) “Taxes” has the meaning given the term in the Compact.

### 1. Scope of Bid

- 1.1 The Purchaser named in the **BDS** invites Bids for the supply of Goods and Related Services incidental thereto as described in the **BDS** and specified in Section 6: Schedule of Requirements. The name and identification number of the Contract, and number and description of the lot(s), are specified in the **BDS**. The Bid will be the basis for contract negotiations and ultimately for a signed Contract with the Supplier

## Section 1: Instructions to Bidders

should a Contract be entered into.

- 1.2 Throughout this Bidding Document except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
2. Source of Funds; Compact Terms and Conditions
- 2.1 MCC and the Government have entered into the Compact. The Government, acting through the Purchaser, intends to apply a portion of the proceeds of MCC Funding to eligible payments under the Contract. Payment under the Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and the Purchaser shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and related documents are available at [www.mcc.gov](http://www.mcc.gov) or at the website of the Purchaser.
3. Fraud and Corruption
- 3.1 MCC requires that all beneficiaries of MCC funding, including the Purchaser, and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
- (a) will reject a Bid if it determines that the Bidder recommended to be selected as Supplier has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
  - (b) has the right to sanction a Bidder or Supplier, including declaring the Bidder or Supplier ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Bidder or Supplier has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and
  - (c) has the right to require that a provision be included in the Contract requiring the Supplier to permit the Purchaser, MCC, or any designee of MCC, to inspect its accounts, records and other documents

relating to the submission of a Bid or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by the Purchaser with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during the selection process or the execution of the Contract, without the Purchaser or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

**MCC may also invoke, on its own behalf, any of the rights identified for the Purchaser in ITB Sub-Clause 3.1 above.**

4. Conflicts of Interest; Eligibility of Bidders, Suppliers, Goods and Related Services

4.1 The Purchaser requires that Bidders and the Supplier hold the Purchaser's interests paramount at all times, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, a Bidder or Supplier (including its associates, if any, Subcontractors and any of their respective personnel and affiliates), may be considered to have a conflict of interest and (i) in the case of a Bidder may be disqualified or (ii) in the case of a Supplier the Contract may be terminated if they:

- (a) are, or have been associated in the past, with any entity or person or any of their affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods and Related Services expected to be purchased under this Bidding Document;
- (b) are themselves, or have a business or family relationship with, a member of the Purchaser's board of directors or staff or with the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by the Purchaser who is directly or indirectly involved in any part of (i) the preparation of this Bidding Document, (ii) the Bid selection process, or (iii) supervision of the Contract, unless the conflict stemming from this

## Section 1: Instructions to Bidders

relationship has been resolved in a manner acceptable to MCC throughout the process of preparing the Bidding Document and awarding and executing the Contract; or

- (c) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 14. However, this does not limit the participation of subcontractors in more than one Bid.

Bidders and Suppliers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Purchaser, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or Supplier or the termination of the Contract.

- |  |     |   |
|--|-----|---|
| Eligibility of Government-owned Entities | 4.2 | Government-owned entities in the Purchaser's country shall be eligible only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not a dependent agency of the Purchaser.  |
| Ineligibility and Debarment              | 4.3 | Bidders and Suppliers (including their associates, if any, Subcontractors, and any of their respective personnel and affiliates) shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITB Sub-Clause 3.1 above or that has been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled "Excluded Parties Verification Procedures in MCA Entity Program Procurements" that can be found on MCC's website at <a href="http://www.mcc.gov">www.mcc.gov</a> . This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. Those countries that are subject to sanction or restriction by law or policy of the United States as of the date of this Bidding Document are specified in the <b>BDS</b> . However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web |

## Section 1: Instructions to Bidders

sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries

- 4.4 A Bidder or Supplier (including their associates, if any, Subcontractors, and any of their respective personnel and affiliates) not otherwise made ineligible for a reason described in ITB Sub-Clause 4.3 above shall be excluded if:
- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Bidder, Supplier, their associates, Subcontractors or their personnel;
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Bidder, Supplier, their associates, Subcontractors or their personnel or any payments to persons or entities in such country; or
  - (c) such Bidder, Supplier, associates, Subcontractor or personnel are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at [www.mcc.gov](http://www.mcc.gov).

Joint  
Ventures;  
Subcontractors

- 4.5 Any Bidder may bid independently or in joint venture confirming joint and several liability, with domestic firms and/or with foreign firms, but MCC does not accept conditions of bidding which require mandatory joint ventures or other forms of mandatory association between firms.
- 4.6 Any Bidder may propose to sub-contract a part of the Contract in accordance with its terms and provided that the names and details of the sub-contract are clearly stated in the Bid submitted by the Bidder.
- 4.7 Qualification requirements for the Bidder in addition to those set out in these Instructions to Bidders are specified in Section 3: Qualification and Evaluation Criteria.
- 4.8 Bidders must also satisfy the eligibility criteria contained in the MCC Program Procurement Guidelines

## Section 1: Instructions to Bidders

governing MCC-funded procurements under the Compact. In the case where a Bidder intends to join with an associate or sub-contract part of the Contract, then such associate or Subcontractor shall also be subject to the eligibility criteria set forth in this Bidding Document and the MCC Program Procurement Guidelines.

- 4.9 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
5. Eligible Goods and Related Services
- 5.1 The Goods and Related Services to be supplied under the Contract may have their origin in any country subject to the same restrictions specified for Bidders and Suppliers in ITB Clause 4.
- 5.2 For purposes of ITB Sub-Clause 5.1, the term “origin” means the place where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components. With respect to Related Services, the term “origin” means the place from which the Related Services are supplied.
- 5.3 A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using form BSF10 included in Section 4: Bid Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these goods to/in Purchaser’s country.

### **B. Bidding Document**

6. Sections of Bidding Document
- 6.1 This Bidding Document includes all the sections indicated below, and should be read in conjunction with any amendment issued in accordance with ITB Clause 8.

Section 1: Instructions to Bidders

Section 2: Bid Data Sheet

Section 3: Qualification and Evaluation Criteria

## Section 1: Instructions to Bidders

- Section 4: Bid Forms
- Section 5: Form of Contract, including
  - I Contract Agreement
  - II General Conditions of Contract
  - III Special Conditions of Contract
  - IV Appendices
    - Appendix A Additional Provisions
  - V Bank Guarantee for Performance Security

### Section 6: Schedule of Requirements

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document or any amendment, if they were not obtained directly from the Purchaser through the procedure notified in the Bidding Document.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications, inclusive of environmental, social and health and safety requirements, in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

### 7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser as specified in the **BDS**. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source.
- 7.2 If a pre-bid meeting is to be conducted, it will be held at the time and place stated in the **BDS**.
- 7.3 Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 25.2.

### 8. Amendment of Bidding

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document

## Section 1: Instructions to Bidders

Document by issuing an amendment.

8.2 Any amendment issued shall (a) become a part of the Bidding Document and (b) be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB Sub-Clause 25.2.

### C. Preparation of Bids

9. One Bid per Bidder 9.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Bids with the Bidder's participation to be disqualified

10. Cost of Bidding 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and Contract negotiations, if any, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by a Bidder and the Purchaser, shall be written in English [and/or **[local]** language as specified in the **BDS**. If Bids are to be submitted in both English and **[local]** languages, the English version shall govern. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such English translation shall govern.

12. Documents Comprising the Bid 12.1 The Bid submitted by the Bidder shall comprise the following:  
(a) Bid Submission Sheet and the applicable Price Schedules for Goods (using the forms furnished in Section 4), in accordance with ITB Clauses 13, 15



## Section 1: Instructions to Bidders

and 16;

- (b) Bid Security, in accordance with ITB Clause 22;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23;
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to Bid;
- (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 19, that the Goods and Related Services conform to the Bidding Document;
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (h) any other document as specified in the **BDS**.

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| 13. Bid Submission Sheet and Price Schedule | 13.1 | A Bidder shall submit the Bid Submission Form (BSF1) furnished in Section 4: Bid Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.  |
|   | 13.2 | A Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Section 4: Bid Forms.   |
| 14. Alternative Bids                        | 14.1 | Unless otherwise specified in the <b>BDS</b> , alternative Bids shall not be considered.  |
| 15. Bid Prices and Discounts                | 15.1 | The prices and discounts quoted by a Bidder in the Bid Submission Sheet and in the Price Schedules for Goods shall conform to the requirements specified below.   |
|   | 15.2 | All lots and items must be listed and priced separately in the Price Schedules for Goods. If a Price Schedule for Goods shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule for Goods shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, |

## Section 1: Instructions to Bidders

the corresponding adjustment, as appropriate, shall be applied in accordance with ITB Clause 32.

- 15.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid, excluding any discounts offered.
- 15.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Sheet.
- 15.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in Incoterms 2000, published by The International Chamber of Commerce.
- 15.6 Prices shall be quoted as specified in each Price Schedule for Goods included in Section 4: Bid Forms and shall be entered in the following manner:
  - (a) For Goods manufactured in Purchaser's country:
    - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable); and
    - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination specified in the **BDS**.
  - (b) For Goods manufactured outside Purchaser's country, to be imported:
    - (i) the price of the Goods, quoted in CIP to their Final Destination specified in the **BDS**. In quoting the price, a Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, a Bidder may obtain insurance services from any eligible source country;
    - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination specified in the **BDS**.
  - (c) For Goods manufactured outside Purchaser's country, already imported:
    - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost and Taxes

## Section 1: Instructions to Bidders

already paid in connection with the importation of the Goods; and

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination specified in the **BDS**.

(d) For Related Services, other than inland transportation and other services required to convey the goods to their Final Destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services.

15.7 Prices quoted by the Bidder shall be fixed during a Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with "adjustable prices" shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated in the **BDS** Clause 1.1, Bids shall be invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the Bids for all lots are submitted and opened at the same time.

15.9 GCC Clause 14 of the Contract Forms (Section 5) sets forth the tax provisions of the Contract. Bidders should review this clause carefully in preparing their Bid.

16. Currencies of Bid 16.1 The Bidder may express the Bid only in US Dollar or in the local currency of the Purchaser's country.

17. Documents 17.1 To establish their eligibility in accordance with ITB  
Establishing the Clause 4, Bidders shall complete the Bid Submission

## Section 1: Instructions to Bidders

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| Eligibility of the Bidder  |      | Form (BSF1), included in Section 4: Bid Forms.  |
| 18. Documents Establishing the Eligibility of the Goods and Related Services | 18.1 | To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule for Goods Forms (BSF2, BSF3), included in Section 4: Bid Forms.   |
| 19. Documents Establishing the Conformity of the Goods and Related Services  | 19.1 | To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications, including EHS requirements, and standards specified in Section 6: Schedule of Requirements.   |
|  | 19.2 | The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, including EHS requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.                               |
|  | 19.3 | A Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the <b>BDS</b> , following commencement of the use of the Goods by the Purchaser.   |
|  | 19.4 | Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. A Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements. |
| 20. Documents  | 20.1 | The documentary evidence of the Bidder's  |

## Section 1: Instructions to Bidders

- Establishing the Qualifications of the Bidder
21. Period of Validity of Bids
- 21.1 Bids shall remain valid for one hundred and twenty (120) days after the Bid submission date unless otherwise specified in the **BDS**. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the Bidder's responses shall be made in writing. If required, the Bid Security shall also be extended for a period of twenty-eight (28) days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 27.
22. Bid Security
- 22.1 The Bid Security shall be in the amount specified in the **BDS** and denominated only in US\$ or in local currency of the Purchaser's country, and shall:
- (a) at the Bidder's option, be in the form of either irrevocable letters of credit or a bank guarantees substantially in the format of Form BSF8: Bid Security Form (Bank Guarantee) (Section 4: Bid Forms);
  - (b) be issued by a reputable institution selected by the Bidder and located in any eligible country (as determined in accordance with ITB Clause 4); if the institution issuing the bank guarantee is located outside Purchaser's country, it shall have a correspondent financial institution located within Purchaser's country to make it enforceable;
  - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.2 are invoked;
  - (d) be submitted in its original form; copies will not be accepted
  - (e) remain valid for a period of twenty-eight (28) days

## Section 1: Instructions to Bidders

beyond the original validity period of Bids, or beyond any period of extension subsequently requested under ITB Sub-Clause 21.2.

22.2 Any Bid not accompanied by a substantially responsive Bid Security (if required) in accordance with ITB Clause 22, shall be rejected by the Purchaser as nonresponsive. The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2;
- (b) if a Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 32.2; or
- (c) if the successful Bidder fails within the specified time to:
  - (i) furnish the required Performance Security in accordance with GCC Clause 15 as described in ITB Clause 43; or
  - (ii) sign the Contract in accordance with ITB Clause 44.

22.3 The Bid Security of a joint venture must be in the name of the joint venture that submits the Bid. If the joint venture has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent or similar document in connection with the formation of the joint venture.

### 23. Format and Signing of Bid

23.1 A Bidder shall prepare ONE (1) original set of the documents comprising the Bid pursuant to ITB Clause 12 and clearly mark it "ORIGINAL." The original shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The person or persons signing the Bid shall initial all pages of the Bid where entries and amendments have been made.

23.2 In addition, the Bidder shall prepare copies of the Bid (photocopies of the signed original are acceptable), in the number specified in the **BDS** and clearly mark them

## Section 1: Instructions to Bidders

“COPY.” In the event of discrepancy between the original and the copies, the original shall prevail.

- 23.3 The Bid shall contain no alterations or additions, except those to comply with the instructions issued by the Purchaser, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 23.4 The Bidder shall furnish information as described in the Bid Submission Form (BSF1) Section 4: Bid Forms on commissions and gratuities, if any, paid or to be paid to agents relating to this Bidding Document or its Bid or to Contract execution if the Bidder is awarded the Contract.

### D. Submission of Bids

24. Bid Submission
- 24.1 Bidders may always submit their Bids by mail or by hand. When so specified in the **BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders are reminded that distance and customs formalities may require longer than expected delivery times.
- (a) For all Bids submitted in hard copy, Bidders shall enclose the original and each copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
- 24.2 The inner and outer envelopes containing Bids shall:
- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser at the address specified in the **BDS**;
- (c) bear the specific identification number of the Contract as indicated in ITB Sub-Clause 1.1 and any additional identification marks as specified in the **BDS**;
- (d) provide a warning “not to be opened before the

## Section 1: Instructions to Bidders

time and date for Bid opening”; and

(e) be marked “Bid Submission.”

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

25. Deadline for Submission of Bids
- 25.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the **BDS**.
- 25.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by issuing an amendment in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline shall then be subject to the deadline as extended.
26. Late Bids
- 26.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 25. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.
27. Withdrawal, Substitution, and Modification of Bid
- 27.1 A Bidder may withdraw, substitute, or modify its Bid prior to the deadline for the submission of Bids by sending a written notice in accordance with ITB Clause 23 and this ITB Sub-Clause 27.1, duly signed by an authorized representative, and shall include a copy of the authorization of the person signing in accordance with ITB Sub-Clause 23.1, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 24 and 25 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.
- 27.2 Bids requested to be withdrawn in accordance with ITB



Sub-Clause 27.1 shall be returned unopened to the Bidders.

- 27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **E. Opening and Evaluation of Bids**

### 28. Bid Opening

28.1 The Purchaser shall open Bids in the presence of Bidders' and/or their representatives who choose to attend at the time and in the place specified in the **BDS**. Any specific opening procedures required if electronic Bidding is permitted in accordance with the **BDS**, shall be as specified in the **BDS**.

28.2 Firstly, e-mail files or envelopes marked "WITHDRAWAL" shall be opened and read out, and Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 27 shall not be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. Next, e-mail files or envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening. E-mail files or envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only e-mail files or envelopes that are opened and read out at Bid opening shall be considered further.

28.3 The e-mail files or envelopes marked "BID SUBMISSION" shall be opened at this time. Such e-mail file or envelope shall be opened one at a time, reading out: the Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if

## Section 1: Instructions to Bidders

alternatives have been requested or permitted), any discounts, substitutions, or modifications, the presence or absence of Bid Security and such other details as the Purchaser may consider appropriate, shall be announced by the Purchaser at the opening. No Bid shall be rejected at Bid opening except for the late Bids pursuant to ITB Clause 26. Substitution Bids and modifications submitted pursuant to ITB Clause 27 that are not opened and read out at Bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned un-opened to Bidders.

28.4 The Purchaser shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 28.3. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

### 29. Confidentiality

29.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of the Contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 45.1. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid and may subject the Bidder to the provisions of the Government's, the Purchaser's and MCC's antifraud and corruption policies.

29.2 Any effort by a Bidder to influence Purchaser's processing of Bids or award decisions may result in the rejection of its Bid.

29.3 Notwithstanding the above, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

### 30. Clarification of Bids

30.1 To assist in the examination, evaluation, and comparison of Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and the response shall be in

## Section 1: Instructions to Bidders

writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by Purchaser in the evaluation of the Bids in accordance with ITB Clause 32.

### 31. Bid Responsiveness

31.1 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation or reservation. A material deviation or reservation is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods; or
- (b) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.2 If a Bid is not substantially responsive, it shall be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### 32. Arithmetic Corrections

32.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) 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;
- (b) 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; and
- (c) 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

## Section 1: Instructions to Bidders

arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 32.2 If the Bidder that submitted the lowest-evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid Security may be forfeited in accordance with ITB Sub-Clause 22.2(b).
33. Examination of Terms and Conditions, Technical Evaluation
- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in the Schedule of Requirements of the Bidding Document have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
34. Conversion to Single Currency
- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in the amounts in both US Dollars and in the local currency of Purchaser's country into US Dollars, using the selling exchange rate published by the Central Bank of Purchaser's country or other sources as agreed in the **BDS** on the date specified in the **BDS**.
35. Bid Evaluation
- 35.1 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) any Taxes other than Taxes already paid in connection with the importation of Goods manufactured outside of the Purchaser's country that are already imported to the extent such Taxes are identified appropriately on form BSF4 (Price Schedule for Goods Manufactured Outside Purchaser's Country, already Imported) set out in Section 4: Bid Forms; and
  - (b) any allowance for price adjustment during the period of execution of the contract, if provided in

## Section 1: Instructions to Bidders

the Bid.

- (c) any other factors specified as being excluded in Section 3: Qualification and Evaluation Criteria.

- 35.2 The Purchaser's price evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section 3: Qualification and Evaluation Criteria.
- 35.3 If so indicated in the **BDS**, the Bidding Document shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section 3: Qualification and Evaluation Criteria.
- 35.4 In accordance with the MCC Program Procurement Guidelines, the Bidder's past performance on MCC-funded contracts will be considered as a criterion in the Purchaser's evaluation of the Bid.
- 36. Comparison of Bids
  - 36.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 35.
- 37. Domestic Preference
  - 37.1 Domestic preference shall not be a factor in the Bid evaluation of any Bid submitted.
- 38. Post-Qualification of the Bidder
  - 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
  - 38.2 The determination shall be based upon an examination of the documentary evidence of a Bidder's qualifications submitted by a Bidder and the qualification criteria indicated in Section 3: Qualification and Evaluation Criteria.

## Section 1: Instructions to Bidders

- 38.3 The Purchaser reserves the right to request additional information with which to conduct a risk assessment of legal, technical and financial capacity of the Bidder that is selected for Contract award. The selected Bidder if requested shall demonstrate that:
- (a) is not involved in any litigation in respect of its bankruptcy, readjustment or liquidation;
  - (b) has a record of successful completion of similar contracts; and
  - (c) has an average annual turnover, or other evidence of financial strength reasonably sufficient to perform a contract in the amount of the Bid.
- 38.4 An affirmative determination shall be a prerequisite for award of the Contract to a Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
39. Purchaser's Right to Accept Any Bid, and to Reject Any of All Bids      39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to any Bidder.

### **F. Award of Contract**

40. Award Criteria      40.1 The Purchaser will award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41. Purchaser's Right to Vary Quantities at Time of Award      41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the **BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
42. Notification of Award      42.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing,

## Section 1: Instructions to Bidders

that its Bid has been accepted using a Notification of Award substantially in the format of form BSF11 set out in Section 4: Bid Forms.

- 42.2 Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
43. Performance Security
- 43.1 Within fourteen (14) days of receipt of the Notification of Award from the Purchaser, the successful Bidder shall furnish a Performance Security in accordance with GCC Clause 15, using for that purpose the Performance Security Form included in Section 5: Contract Forms.
- 43.2 Failure of the successful Bidder to submit the Performance Security or to sign the Contract in accordance with ITB Sub-Clauses 43.1 and 44.2 respectively shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily or call for new Bids or annul the bidding process.
44. Signing of Contract
- 44.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract based on the forms included in Section 5.
- 44.2 Within fourteen (14) days of receipt of the Contract, the successful Bidder shall sign, date, and return the Contract to the Purchaser.
- 44.3 Upon the successful Bidder signing the Contract and providing the Performance Security, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge the Bid Securities to all Bidders.
45. Publication of Award and Debriefing
- 45.1 After the award of Contract, the Purchaser will publish on the same venues as it published the General Procurement Notice related to this Bidding Document the results identifying the procurement, the name of the winning Bidder and the price, duration, and summary scope of the Contract. The same information will be

## Section 1: Instructions to Bidders

- sent to all Bidders who have submitted Bids.
- 45.2 The Purchaser will promptly respond in writing to any unsuccessful Bidder who, after publication of the Contract award in accordance with ITB Sub-Clause 45.1, requests the Purchaser in writing to explain on which grounds its Bid was not successful.
46. Bid Challenge System
- 46.1 Any Bidder has the right to complaint and appeal, but must do so in the manner and format as set down in the bid challenge system as published on the Purchaser's website.
47. Compact Conditionalities
- 47.1 Bidders are advised to examine and consider carefully the provisions that are set forth in Appendix A to the Contract as these are a part of the Government's and the Purchaser's obligations under the Compact and related documents which, under the terms of the Compact and related documents, are required to be transferred onto any Bidder, Supplier or Subcontractor who partakes in procurement or subsequent contracts in which MCC funding is involved.
- 47.2 The provisions set forth in Appendix A to the Contract apply during the bidding procedures as well as throughout the performance of the Contract.
48. Trafficking in Persons
- 48.1 MCC has a zero tolerance policy with regard to trafficking in persons. Trafficking in Persons ("TIP") is the crime of using force, fraud and/or coercion to exploit another person. Human trafficking can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to ensuring appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the projects it funds.
- 48.2 Additional information on MCC's requirements aimed at combatting Trafficking in Persons can be found in Part 15 of the MCC's Program Procurement Guidelines that can be found on MCC's website.



## Section 2 Bid Data Sheet

### A. General

ITB Definitions “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government, entered into on Dec, 13<sup>th</sup> 2011, as may be amended from time to time.

“Government” means the government of **Jordan**.

“Purchaser” or “MCA Entity” or “Employer” means **MCA-Jordan**.

ITB 1.1 The Purchaser is:

**MCA-Jordan**

The Goods and Related Services are:

**Mechanical Water Meters**

The name and identification of the proposed Contract is:

**Central Tender No. (69/2013)-MCC**

**Procurement of Mechanical Water Meters**

The number and description of the lot(s) is:

**Base Bid, Lot (1): 40,000 units of 15mm mechanical water meters and 80,000 units of 15mm Unions.**

**Base Bid, Lot (2): 500 units of 20mm mechanical water meters and 1,000 units of 20mm Unions.**

**Option: 10,000 units of 15mm mechanical water meters and 20,000 units of 15mm Unions.**

ITB 4.3 As of the date of this Bidding Document, the countries that are subject to sanction or restriction by law or policy of the United States include [**Cuba, Iran, North Korea, Sudan and Syria**].

## **B. Bidding Document**

ITB 7.1 Clarifications may be requested by e-mail up to **28** days before the date for submission of Bids, so that responses can be issued to all Bidders no later than **14** days prior to the date for submission of Bids.

The e-mail address for requesting clarification is:

**biddings@gtd.gov.jo**

ITB 7.2 A pre-bid meeting will be held at **9:00 am** on [**Monday, October 21, 2013 at GTD** Ministry of Public Works and Housing, King Abdullah II Circle (8<sup>th</sup> Circle)]. Attendance is strongly advised for all prospective Bidders or their representatives but is not mandatory.

ITB 11 Bids shall be submitted in the English Language.

## **C. Preparation of Bids**

ITB 11.1 Bids shall be submitted in the English Language.

ITB 12.1(h) A Bidder shall submit with its Bid the following additional documents which will comprise a part of the Bid:

- (a) **Type approval certificate.**
- (b) **Letter of authorization from the manufacturer.**
- (c) **Technical specifications and catalogue in English language.**
- (d) **Certificate of origin.**
- (e) **Compliance sheet of proposed meters' specifications to the required specifications.**

ITB 14.1 Alternative bids **shall not** be considered.

ITB 15.6(a)(ii) &  
ITB 15.6(b)(ii) &  
ITB 15.6(c)(ii) The Final Destination of Goods is:  
**The Hashemite Kingdom of Jordan, Warehouses of Water Authority of Jordan in Amman and/or in Zarqa Governorate.**

ITB 15.7 The prices quoted by a Bidder shall be fixed for the duration of the Contract.

ITB 15.8 Bidder may quote for Lot (1) and/or Lot (2). Bid that does not

quote for the whole items comprising the Lot shall be rejected.

Bidders quotes for Lot (1) of the Base bid shall quote for the whole items of the Option quantities. Bids that do not quote for the whole items of the option shall be rejected.

ITB 19.3 The list of spare parts, special tools, etc., shall cover a period of **5** years from the date of acceptance of the Goods by the Purchaser.

ITB 21.1 The Bid validity period is 180 days.

ITB 22.1 Bid Security **is** required to be submitted with the Bid.

ITB 22.2 The Bid Security shall be in the amount of US\$ **US\$ 50,000**.

ITB 23.1 The written confirmation of authorization to sign on behalf of and bind the Bidder shall consist of: **Authorized Power of Attorney**.

ITB 23.2 The number of copies of the Bid submitted shall be **one original and three hard copies and a separate soft copy (CD)**.

#### **D. Submission of Bids**

ITB 24.1 Bids **shall not** be submitted electronically.

ITB 24.2(b) For Bid Submission purposes only, The Purchaser's address is:

**Government Tenders Directorate,  
2<sup>nd</sup> Floor , Ministry of Public Works and Housing  
Building,  
King Abdullah II Circle (8<sup>th</sup> Circle), King Abdullah II  
Street  
P.O. Box 1220,  
Amman 11118,  
Jordan.  
Facsimile number: +962 (0)6 5857583 or +962 (0)6 5828412**

ITB 24.2(c) Identification marks on the envelopes shall include:

**Bidder name and address.**

ITB 25.1 The deadline for submission of Bids is as follows:

**Monday, November 25, 2013 at 12:00 pm** (Jordan local time)

#### **E. Opening and Evaluation of Bids**

ITB 28.1 For Bid opening purposes only, the Purchaser's address is:

**Government Tenders Directorate,  
2<sup>nd</sup> Floor , Ministry of Public Works and Housing  
Building,  
King Abdullah II Circle (8<sup>th</sup> Circle), King Abdullah II  
Street  
P.O.Box 1220,  
Amman 11118,  
Jordan.**

**Facsimile number: +962 (0)6 5857583 or +962 (0)6  
5828412**

**Electronic mail address: [biddings@gtd.gov.jo](mailto:biddings@gtd.gov.jo)**

Bids will be opened in the presence of Bidders' and/or their representatives who choose to attend on **November 25, 2013 at 13:00 (Jordan local time).**

ITB 34.1 Source of the exchange rate shall be: **Not Applicable.**

Date of the exchange rate shall be: **Not Applicable.**

ITB 35.2 The adjustments shall be determined using the following criteria, from amongst those set out in Section 3: Qualification and Evaluation Criteria:

- (a) Deviation in delivery schedule: **Not Applicable.**
- (b) the cost of major replacement components, mandatory spare parts, and service: **Not Applicable.**
- (c) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid: **Not Applicable.**
- (d) the projected operating and maintenance costs during the life of the equipment: **Not Applicable.**
- (e) the performance and productivity of the equipment offered: **Not Applicable.**

ITB 35.3 Bidders shall quote separate prices for the following lots:

- **Base Bid, Lot (1): 40,000 units of 15mm mechanical water meters and 80,000 units of 15mm Unions.**

**And similar unit prices for the**

**Option Quantities: 10,000 units of 15mm mechanical**

**water meters and 20,000 units of 15mm Unions.**

- **Base Bid, Lot (2): 500 units of 20mm mechanical water meters and 1,000 units of 20mm Unions.**

### **F. Award of Contact**

ITB 41.1                    The Purchaser reserves the right to increase or decrease the quantities of each item by up to **25%**.

ITB 45.1                    The Purchaser's website where the description of its bid challenge system may be found is:

**[www.mca-jordan.gov.jo](http://www.mca-jordan.gov.jo)**

## Section 3 Qualification and Evaluation Criteria

### A. General

This section contains the factors, methods and criteria that the Purchaser may use to evaluate a Bid and determine whether a Bidder is qualified.

1. Qualification Information
  - 1.1 To qualify for award of the Contract, Bidders shall meet the following minimum criteria:
    - (a) The manufacturer should demonstrate that it has been in business for more than 10 years.
    - (b) The bidder/manufacturer should demonstrate that The Water Meter has been produced not less than 100,000 meters in the last five years.
    - (c) The bidder/manufacturer should provide 5 sample water meters to be tested during the selection process, according to the following:
      - 1) Meters should perform within the permissible error curves mentioned in the Schedule of Requirements 5 (SR5),
      - 2) Samples shall be retained by MCA-Jordan after completion of evaluation tests.
      - 3) Failure of any sample water meter shall disqualify the bidder.
      - 4) Demonstration to the satisfaction of the Purchaser that the Bidder has in place sufficient safety policy and environmental and social policy documents as per Section 6: Schedule of Requirements.
  - 1.2 The relative errors (of indication) observed for each of the flow rates shall not exceed the maximum permissible errors specified in SR5. If the error observed on one or more meters is greater than the maximum permissible error at one flow rate only, the test at that flow rate shall be repeated. The test shall be declared satisfactory if two out of the three results lie within the maximum permissible error and the arithmetic mean of the results for the three tests at that flow rate is less than or equal to the maximum permissible error.
2. Evaluation Criteria
  - 2.1 The evaluation of a Bid will take into account, in addition to the Bid price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in the ITB

### Section 3: Qualification and Evaluation Criteria

Clause 35, and quantified below:

- (a) delivery schedule offered in the Bid;
- (b) deviations in payment schedule from that specified in the SCC;
- (c) the price of components, and service;
- (d) the availability of spare parts and after-sales services for the equipment offered in the Bid;
- (e) the performance of the equipment offered;
- (f) the Bidder's / manufacturer's past performance on MCC-funded contracts, if any; and
- (g) other specific criteria indicated in the technical specifications.

2.2 For factors retained in 2.1 above, one or more of the following quantification methods will be applied, as specified in ITB Clause 35:

- (a) *Delivery schedule.*

The Goods covered under this Bidding Document shall be delivered (shipped) within an acceptable range of weeks specified in Section 6: Schedule of Requirements. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in **BDS 35.2(d)**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Deviation  
in  
Payment  
Schedule

Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price.

Specific  
Additional  
Criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be conducted in accordance with ITB Clause 35 and/or the technical specifications, including EHS requirements, set forth in Section 6: Schedule of Requirements.

3. Multiple Lots 3.1 The Purchaser may award one or more Lot(s) to the Bidder(s) that offer(s) the lowest-evaluated lot combination of Bids and

Section 3: Qualification and Evaluation Criteria

meets the post-qualification criteria (4. Post Qualification Criteria, below).

To determine the lowest-evaluated lot combinations, the Purchaser will:

- (a) evaluate only Bids that include at least the required percentages of items per lot and quantity per item as indicated in accordance with ITB 15.8;
- (b) take into account:
  - (i) the lowest-evaluated Bid for each lot; and
  - (ii) the price reduction per lot and the methodology for their application as offered by a Bidder in its Bid.

4. Post Qualification Criteria

4.1 After determining the lowest-evaluated Bid in accordance with ITB Clause 35 and Sub-Clause 36.1, the Purchaser will carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the factors, methods and criteria specified in ITB Clause 38 and those listed below. Factors not included in ITB Clause 38 and this Section (4. Post Qualification Criteria) shall not be used in the evaluation of a Bidder’s post-qualification.

- (a) **Financial Capability:** The Bidder shall furnish documentary evidence and fill the following table to demonstrate that the manufacturer meets the following financial requirement(s):
  1. The debt ratio of the manufacturer (Total Liabilities/ Total Assets)  $\leq$  0.79.
  2. The current ratio of the manufacturer  $\geq$  1.1.
  3. Demonstrate that the bidder/manufacturer is able to meet the funding requirements of the contract.
  4. The documentary evidence can be met by submission of one of the following: 1) audited financial statements for the last three (3) years (including notes to the financial statements), supported by the auditors’ report, or 2) independently certified financial statements for the last three (3) years, supported by tax returns.

<b><u>Financial Information</u></b>	<b><u>Historical information for the previous three years (most recent to oldest or equivalent in (US\$ X,000’s)</u></b>



Section 3: Qualification and Evaluation Criteria

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Information From Balance sheet</u>			
(1) <u>Total Assets (TA)</u>			
(2) <u>Current Assets (CA)</u>			
(3) <u>Total Liabilities (TL)</u>			
(4) <u>Current Liabilities (CL)</u>			
<u>Information from Income Statement</u>			
(5) <u>Total Revenue (TR)</u>			
(6) <u>Profits before Taxes (PBT)</u>			
(7) <u>Profits after Taxes</u>			
(8) <u>Cash flow generated from operations</u>			
(9) <u>Net Worth (1)-(3)</u>			
(10) <u>Current Ratio (2)/(4)</u>			

- (b) Experience and Technical Capacity: The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):
- i. The bidder/manufacturer should demonstrate that the proposed water meters have been produced not less than 100,000 meters in the last five years.
  - ii. The bidder/manufacturer should demonstrate that it has been in business for more than 10 years.
- (c) Nonperforming Contracts and Litigation: The Bidder shall furnish documentary evidence to demonstrate that non-performance of a contract did not occur within the last five (5) years prior to the deadline for submission of Bids, based on all information on fully settled disputes or litigation. All pending litigation shall in total not exceed 10% of the Bidder's net worth.

### Section 3: Qualification and Evaluation Criteria

- (d) Usage Requirements: The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the usage requirement as specified in SR3.

## Section 4 Bid Forms

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## BSF1 Bid Submission Form

[The Bidder shall complete this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted].

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**

**Bid Ref: XXXXXXXXXXXXXXXXXXXXXXXXXX**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Amendment No: *[insert the number and issuing date of each amendment]*.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in Section 6: Schedule of Requirements referenced above.
- (c) The total Lot (1) Base price, excluding any discounts offered in item (d) below is: **[insert the total Base price in words and figures, including the various amounts and respective currencies]**.

The total Lot (2) Base price, excluding any discounts offered in item (d) below is: **[insert the total Base price for in words and figures, including the various amounts and respective currencies]**.

The total Option price, excluding any discounts offered in item (d) below is: **[insert the total Bid Option price in words and figures, including the various amounts and respective currencies]**.

- (d) The discounts offered and the methodology for their application are:
  - (i) **Discounts:** If our Bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of Section 6: Schedule of Requirements to which it applies]*.
  - (ii) **Methodology of Application of the Discounts:** The discounts shall be applied using the following: *[Specify in detail the method that shall be used to apply the discount]*
- (e) Our Bid shall be valid from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 25.1 through the period of time established in accordance with ITB Sub-Clause 21.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with GCC Clause 15 and as described in ITB Clause 43 for the due performance of the Contract.
- (g) We, including any Subcontractors or sub-suppliers for any part of the Contract, have nationalities from eligible countries *[Insert the nationality of the Bidder,*

Section 4 Bid Forms

*including that of all parties that comprise the Bidder, if the Bidder is a joint venture, and the nationality of each Subcontractor and supplier].*

- (h) We have no conflict of interest in accordance with ITB Clause 4.
- (i) Our firm, its associates, including any Subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser, or under the laws or official regulations of the Purchaser’s country, in accordance with ITB Clause 4.
- (j) We are aware of, and will comply with, the rules on prohibited activities, restricted parties and eligibility requirements of prohibited source provisions in accordance with applicable US law, regulations and policy and as summarized in Appendix A to the Contract shown in Section 5: Contract Forms.
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bid process or execution of the Contract: *[Insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed:

Print Name

In the capacity of:

Duly authorized to sign on behalf of:

Date:

<b>Bill No.1- Lot (1) Base</b>					
<b>BSF2 Price Schedule for Goods Manufactured in Purchaser's Country</b>					
<b>or</b>					
<b>BSF3 Price Schedule for Goods Manufactured Outside Purchaser's Country, to be Imported</b>					
<b>or</b>					
<b>BSF4 Price Schedule for Goods Manufactured Outside Purchaser's Country, already Imported</b>					
<b>Lot (1) Base</b>			<b>Contract (69/2013)-MCC</b>		
Item N°	Description of Goods	Country of Origin	Unit Price (USD) <sup>(*)</sup>	Quantity	Total Price (USD)
1- (a):	15 mm Water meter			40,000	
1- (b):	Unions size 15 mm			80,000	
<b>Total (USD) Price in (figures)</b>					
<b>Total price in (words):</b> US\$ .....					
.....					
<p>(*)Unit Price shall include but not limited to the “Unit price CIP or CIF” at the manufacturer’s country+ inland transportation and other services and transportation required in the Purchaser’s country to convey to Final Destination, and any other associated fees and costs, and the Bidder’s overheads and profit”.</p> <p>The bidder must quote for all items. Otherwise, the bid will be rejected.</p>					

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

<b>Bill No.2- Lot (2) Base</b>					
<b>BSF2 Price Schedule for Goods Manufactured in Purchaser's Country</b> <b>or</b> <b>BSF3 Price Schedule for Goods Manufactured Outside Purchaser's Country, to be Imported</b> <b>or</b> <b>BSF4 Price Schedule for Goods Manufactured Outside Purchaser's Country, already Imported</b>					
<b>Lot (2) Base</b>			<b>Contract (69/2013)-MCC</b>		
Item N°	Description of Goods	Country of origin	Unit Price (USD) <sup>(*)</sup>	Quantity	Total price (USD)
2- (a):	20 mm Water meter			500	
2- (b):	Unions size 20 mm			1,000	
<b>Total (USD) price in (figures)</b>					
<b>Total price in (words): US\$ .....</b> ..... .....					
(*)Unit Price shall include but not limited to the "Unit price CIP or CIF" at the manufacturer's country+ inland transportation and other services and transportation required in the Purchaser's country to convey to Final Destination, and any other associated fees and costs, and the Bidder's overheads and profit". The bidder must quote for all items. Otherwise, the bid will be rejected.					

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

<b>Bill No.3- Lot (1) Option</b>					
<b>BSF2 Price Schedule for Goods Manufactured in Purchaser's Country</b> <b>or</b> <b>BSF3 Price Schedule for Goods Manufactured Outside Purchaser's Country, to be Imported</b> <b>or</b> <b>BSF4 Price Schedule for Goods Manufactured Outside Purchaser's Country, already Imported</b>					
<b>Lot (1) Option</b>			<b>Contract (69/2013)-MCC</b>		
Item N°	Description of Goods	Country of origin	Unit Price (USD)*	Quantity	Total price (USD)
Item no. 1 (c):	15 mm Water meter			10,000	
Item no. 1 (d):	Unions size 15 mm			20,000	
<b>Total (USD) price in (figures)</b>					
<b>Total price in (words):</b> US\$ .....					
.....					
.....					
<p>(*)Unit Price = "Unit price CIP or CIF" + Price per unit for inland transportation and other services required in the Purchaser's country to convey to Final Destination".</p> <p>The unit prices quoted must be the same as similar item specified in Lot (1) and subject to any discount(s) applied there, if any. The bidder must quote for all items. Otherwise, the bid will be rejected.</p>					

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_



**BSF5 Price and Completion Schedule for Related Services**

{NOT APPLICABLE}

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**  
**Bid Ref: XXXXXXXXXXXXXXXXXXXXXXXXXX**

1	2	3	4	5	6	7
Item	Description of Related Services (excludes inland transportation and other services required in the Purchaser's country to convey the Goods to their Final Destination)	Country of origin	Delivery Date at Final Destination	Quantity and physical unit	Unit price	Total Price of item (col. 5 x 6)
				Total Bid Price		

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

**BSF6 Bidder Information Form**

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**

**Bid Ref: XXXXXXXXXXXXXXXXXXXXXX**

<b>1. Constitution or Bidder's legal status</b>	
Place of registration	
Principal place of business	
<b>2. Legal name of each party of the joint venture (if applicable)</b>	
<i>[insert legal name of each party in joint venture and complete Form BSF7: Party to Joint Venture Information Form below for each joint venture party]</i>	
<b>3. Attached are copies of original documents of:</b>	
<input type="checkbox"/> Articles of incorporation or registration of the Bidder named in 1 above; demonstrating the Bidder's eligibility in accordance with ITB Sub-Clause 4.3;	
<input type="checkbox"/> Letter of intent to form joint venture or joint venture agreement, if applicable, in accordance with ITB Sub-Clause 4.5;	
<input type="checkbox"/> Proper authority of the signatory of the Bidder in accordance with ITB Sub-Clause 23.1;	
<input type="checkbox"/> In case of a government-owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.2.	
"Tick" the boxes and attach documents to the Bid.	
<b>4. Information on current litigation(s) in which the Bidder is involved</b>	
Other party (ies)	
Cause of dispute	
Amount involved	

The information filled in above by Bidders shall be used for purposes of post qualification as provided for in ITB Clause 38. This information shall not be incorporated into the Contract. The Bidder is to adapt and extend this form BSF6 as necessary. Pertinent sections of attached documents should be translated into English.

**BSF7 Party to Joint Venture Information Form**

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**

**Bid Ref: XXXXXXXXXXXXXXXXXXXXXXXXXX**

<b>1. Constitution or joint venture member's legal status</b>	
Place of registration	
Principal place of business	
<b>2. Attached are copies of original documents of:</b>	
<input type="checkbox"/> Articles of incorporation or registration of the entity named in 1 above; demonstrating the entity's eligibility in accordance with ITB Sub-Clauses 4.3;	
<input type="checkbox"/> Letter of intent to form joint venture or joint venture agreement, if applicable, in accordance with ITB Sub-Clause 4.5;	
<input type="checkbox"/> Proper authority of the signatory of the entity named in 1 above in the same manner as contemplated for Bidders in ITB Sub-Clause 23.1;	
<input type="checkbox"/> In case of government-owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.2.	
"Tick" the boxes and attach documents to the Bid.	
<b>3. Information on current litigation(s) in which the Bidder is involved</b>	
Other party (ies)	
Cause of dispute	
Amount involved	

The information listed above shall be provided for each member of a joint venture.

Attach the agreement among all members of the joint venture (and which is legally binding on all members), which shows that:

1. all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
2. one of the members shall be nominated as being in charge, authorised to incur liabilities and receive instructions for and on behalf of all members of the joint venture; and
3. the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

**BSF8 Bid Security Form (Bank Guarantee)**

*[The bank, as requested by the Bidder, shall fill in the form in accordance with the instructions indicated]*

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**

**Bid Ref: XXXXXXXXXXXXXXXXXXXXXXXXXX**

Whereas **[insert name of Bidder]** (hereinafter “the Bidder”) has submitted its bid dated **[insert day, month, year]** for the above mentioned Bid Reference for the supply of **[insert name of Goods]** hereinafter called “the Bid.”

KNOW ALL PEOPLE by these presents that WE **[insert name of Bank]** having our registered office at **[insert address of bank]**, are bound unto **[insert full legal name of the Purchaser]** (hereinafter “Purchaser”) in the sum of **[United States Dollars/other currency] [insert amount in words and figures]** for which payment well and truly to be made to the aforementioned Purchaser, we bind ourself, our successors, or assignees by these presents. Sealed with the Common Seal of this bank this **[insert date, month, year]**.

THE CONDITIONS of this obligation are the following:

- (a) If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Clause 21.2 (it being understood that all references to “ITB” in this document shall be references to the Instructions to Bidders section of the bidding document associated with the Bid);  
OR
- (b) If the Bidder, having been notified that it has submitted the lowest-evaluated Bid does not accept the correction of errors in its Bid by the Purchaser, pursuant to ITB Clause 32;  
OR
- (c) If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, fails within the specified time to:
  - (i) furnish the Performance Security, in accordance with GCC Clause 15 and as described in ITB Clause 43,  
OR
  - (ii) execute the Contract, in accordance with ITB Clause 44.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of Bid validity, and any demand in respect thereof should be received by us no later than the above date.

Section 4 Bid Forms

Signed:

In the capacity of:

Print Name

duly authorized to sign the Bid Security  
for and on behalf of

Dated on

**BSF9 Environmental, Social, Health and Safety Forms**

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**

**Bid Ref: XXXXXXXXXXXXXXXXXXXXXX**

We, the undersigned, declare that:

- (a) The attached health and safety (“H&S”) data sheets, licenses, permits or other documents as listed below and required by Section 6: Schedule of Requirements are current and valid.; and,
- (b) the attached environmental and social permits, licenses or other documents as listed below and required by Section 6: Schedule of Requirements are current and valid.

Signed:

In the capacity of:

Print Name

duly authorized to sign the Bid Security  
for and on behalf of

Dated on

**BSF10 Manufacturer's Authorization**

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**

**Bid Ref: XXXXXXXXXXXXXXXXXXXXXXXXXX**

*[This letter of authorization should be on the letterhead of the manufacturer of the Goods and should be signed by a person with the proper authority to sign documents that are binding on such manufacturer. A Bidder shall include this letter of authorization in its Bid, if so indicated in the BDS].*

**WHEREAS**

We, *[insert name of manufacturer]* are reputable manufacturers of *[insert type of goods manufactured]* having factories at *[insert location(s) of factories]*.

THEREFORE, we do hereby

- (a) Authorize *[insert name of Bidder]* to submit a Bid in response to the Invitation for Bids indicated above. The purpose of such Bid is to provide the following Goods: *[insert description of Goods]* manufactured by us, and to subsequently negotiate and sign the Contract for the supply of such Goods.

AND

- (b) Extend our full guarantee and warranty in accordance with Clause 25 of the General Conditions of Contract, with respect to the Goods offered in the Bid.

Signed:

In the capacity of:

Print Name

duly authorized to sign the Bid Security  
for and on behalf of

Dated on

**BSF11 Notification of Award**

**Re: XXXXXXXXXXXXXXXXXXXXXXXXXX**

**Bid Ref: XXXXXXXXXXXXXXXXXXXXXX**

*[The Notification of Award shall be the basis for formation of the Contract as described in ITB Clause 42. This form of Notification of Award shall be filled in and sent to the successful Bidder only after evaluation of Bids has been completed, subject to any review by the MCC as required.]*

**To: [insert name and address of the Supplier]**

This is to notify you that your Bid dated **[insert date]** for execution of the above mentioned Bid Reference for the lump-sum contract price of **[insert amount in words and numbers] [insert name of currency]**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Purchaser.

You are hereby instructed to (a) proceed with supply of the said Goods and Related Services in accordance with the Contract, (b) sign and return the attached Contract, and (c) forward the Performance Security pursuant to GCC Clause 15 within fourteen (14) days after receipt of this Notification of Award.

Signed:

In the capacity of:

Print Name

duly authorized to sign the authorization for and on behalf of

Dated on

Attachment: Contract



**Section 5 Contract Forms**

**Contract No/ Lot No.(.....)**

**Contract for Procurement of Goods  
and Related Services**

between

**[Full Legal Name of Purchaser]**

and

**[Full Legal Name of Supplier]**

Dated:

## I. Agreement

This CONTRACT AGREEMENT (this “Contract”) is made as of the [day] of [month], [year], between, [full legal name of the Purchaser] (the “Purchaser”), on the one part, and [full legal name of the Supplier] (the “Supplier”), on the other part.

### RECITALS

#### WHEREAS

- (a) The Millennium Challenge Corporation (“MCC”) and the Government of [Country] (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in [Country] on [insert date] (the “Compact”) in the amount of approximately [insert amount] (“MCC Funding”). The Government, acting through the Purchaser, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government, the Purchaser and MCC shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The Purchaser invited bids for the provision of certain goods and related services identified in this Contract and has accepted a bid by the Supplier for the supply of those goods and related services on the terms and conditions set forth in this Contract

NOW THEREFORE, the parties hereto agree as follows:

- (a) In consideration of the payments to be made by the Purchaser to the Supplier as set forth in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- (b) Subject to the terms of this Contract, the Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price (as defined below) or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of [country] on the day, month and year first indicated above.

For [full legal name of the Purchaser]:

Signature

Name

Witnessed By

For [full legal name of the Supplier]:

Signature

Name

Witnessed By

## II. General Conditions of Contract

1. Definitions
- 1.1 Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following words whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in **[country]**, as they may be issued and in force from time to time.
  - (b) “Bid” means the bid for the provision of the Goods and the Related Services submitted by the Supplier and accepted by the Purchaser and that forms an integral part of this Contract.
  - (c) “Bidding Document” means the bidding documents for the procurement of the Goods and Related Services; Bid Ref: *[insert reference number]*; issued *[insert issue date]*.
  - (d) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract.
  - (e) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels or to otherwise deprive the Purchaser of the benefits of free and open competition.
  - (f) “Compact” has the meaning given the term in the recital clauses to this Contract.
  - (g) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in this Contract.
  - (h) “Contract” means this agreement entered into between the Purchaser and the Supplier, to provide the Goods and Related Services and consists of the documents listed in GCC Sub-Clause 2.7, as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.

- (i) “Contract Price” has the meaning given the term in GCC Sub-Clause 12.1.
- (j) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including Purchaser and MCC staff and employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution, or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of (i) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (ii) any Applicable Law.
- (k) “day” means a calendar day.
- (l) “Delivery” means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in this Contract.
- (m) “EHS” has the meaning given the term in GCC Sub-Clause 19.1
- (n) “Eligible Countries” has the meaning given such term in GCC Sub-Clause 6.1.
- (o) “Final Destination” means the place named in the SCC.
- (p) “fraudulent practice” means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation.
- (q) “GCC” means these General Conditions of Contract.
- (r) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under this Contract.
- (s) “Government” has the meaning given the term in the recital clauses to this Contract.
- (t) “MCC” has the meaning given the term in the

recital clauses to this Contract.

- (u)** “MCC Funding” has the meaning given the term in the recital clauses to this Contract.
- (v)** “MCC Program Procurement Guidelines” means the Millennium Challenge Corporation Program Procurement Guidelines posted on the MCC Website, as may be amended from time to time.
- (w)** “Notification of Award” means the notice sent from the Purchaser to the Supplier notifying the Supplier that it was the successful bidder and that its Bid had been accepted and that forms an integral part of this Contract.
- (x)** “obstructive practice” means:

  - (i)** destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
  - (ii)** acts intended to impede materially the exercise of the inspection and audit rights of MCC provided under the Compact and related agreements.
- (y)** “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.
- (z)** “prohibited practices” means any action that violates Section E of Appendix A to this Contract.
- (aa)** “Purchaser” has the meaning given the term in the initial paragraph to this Contract.
- (bb)** “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under this Contract.
- (cc)** “SCC” means the Special Conditions of Contract.
- (dd)** “Schedule of Requirements” means the Schedule of Requirements (including the technical requirements) set forth in Section 6 of the Bidding Document.
- (ee)** “Subcontractor” means any person or entity to whom any part of the Goods to be supplied or execution of

## Section 5 Contract Forms

any part of the Related Services is subcontracted by the Supplier in accordance with the terms of this Contract.

**(ff)** “Supplier” has the meaning given the term in the initial paragraph to this Contract.

**(gg)** “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.

### 2. Interpretation and General Matters

2.1 Unless otherwise indicated, throughout this Contract:

**(a)** “confirmation” means confirmation in writing;

**(b)** “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;

**(c)** except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;

**(d)** the feminine means the masculine and vice versa; and

**(e)** the headings are for reference only and shall not limit, alter or affect the meaning of this Contract

### Incoterms

2.2 Unless inconsistent with any provision of this Contract, the meaning of the terms EXW or CIP, and any other trade term and the rights and obligations of the Parties thereunder shall be as prescribed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of this Contract.

### Entire Agreement

2.3 This Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties made prior to the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.

### Amendment

2.4 The following shall apply with respect to any amendment or other variation of this Contract.

**(a)** No amendment or other variation of this Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract, and is signed by a duly authorized representative of each Party to this

Contract.

- (i) The prior written consent of MCC is required in the case of any amendment or other variation of this Contract that (i) increases the value of the Contract or (ii) changes the duration of this Contract, in either case by more than ten (10)%.

Waivers,  
Forbearance,  
Etc.

- 2.5 The following shall apply with respect to any waivers, forbearance, or similar action taken under this Contract.
- (a)** Any waiver of a Party's or MCC's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Party (or MCC) granting such waiver, and must specify the terms under which the waiver is being granted.
  - (b)** No relaxation, forbearance, delay, or indulgence by either Party or MCC, as the case may be, in enforcing any of the terms and conditions of this Contract or the granting of time by either Party or MCC to the other shall prejudice, affect, or restrict the rights of that Party or MCC under this Contract, neither shall any waiver by either Party or MCC of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract

Severability

- 2.6 If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract

Documents  
Making Up  
This Contract

- 2.7 The following documents are deemed to form an integral part of this Contract and shall be interpreted in the following order of priority:
- (a)** the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately prior to the GCC and including the signatures of the Purchaser and the Supplier;
  - (b)** the SCC and Appendix A to this Contract;
  - (c)** the GCC;
  - (d)** the Notification of Award;
  - (e)** the Supplier's Bid;

- (f) the Specifications;
- (g) the Drawings;
- (h) the Schedule of Requirements; and
- (i) any other document listed in the SCC as forming part of this Contract.

3. Fraud and Corruption; Measures to be Taken; Commissions and Fees
- 3.1 MCC requires that the Purchaser and any other beneficiaries of MCC funding, including bidders, suppliers, contractors and subcontractors under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.
  - 3.2 MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of the Purchaser, the Supplier or any other beneficiary of the MCC Funding were engaged in coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices during the selection process or the execution of this Contract, without the Purchaser, the Supplier or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.
  - 3.3 MCC and the Purchaser may pursue sanction of the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Supplier has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices in competing for, or in executing, this or another MCC-funded contract.
  - 3.4 The Purchaser may terminate (and MCC may cause the Purchaser to terminate) this Contract in accordance with the terms of GCC Clause 32.1(f) if it determines that the Supplier has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance of, this Contract or another MCC-funded contract.
  - 3.5 The Supplier shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the



## Section 5 Contract Forms

selection process or execution and performance of this Contract. The information disclosed must include at the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

- |  |     |  |
|--|-----|--|
| 4. Law and Language Governing the Contract | 4.1 | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.   |
|  | 4.2 | This Contract has been executed in the language(s) specified in the SCC. If the Contract is executed in both the English and another language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.  |
| 5. Association                             | 5.1 | Where the Supplier is a joint venture or other association of more than one person or entity, all of the members of such joint venture or association shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of this Contract and designate the member identified in the SCC to act on their behalf in exercising all the Supplier's rights and obligations toward the Purchaser under this Contract, including without limitation the receiving of instructions and payments from the Purchaser. The composition or the constitution of the joint venture or other association shall not be altered without the prior consent of the Purchaser in writing. |
| 6. Eligibility                             | 6.1 | The Supplier and its Subcontractors shall at all times during the term of this Contract have the nationality of a country or territory eligible, in accordance with the Compact, the MCC Program Procurement Guidelines and Appendix A to this Contract ("Eligible Countries"). The Supplier or a Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   |
|  | 6.2 | All Goods and Related Services to be supplied under this Contract and financed from the Compact shall have their origin in Eligible Countries.   |

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- 6.3 For the purpose of this GCC Clause 6, “origin” means the place where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components. With respect to the Related Services, the term “origin” means the place from which the Related Services are supplied.
7. Notices
- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC, or sent by facsimile or electronic e-mail with confirmation, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.
- 7.2 A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC.
8. Settlement of Disputes
- 8.1 The Purchaser and the Supplier shall use their best efforts to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Contract.
- 8.2 If the Parties fail to resolve any disagreement or dispute in accordance with GCC Sub-Clause 8.1 within thirty (30) days after the receipt by one Party of the other Party’s request for such resolution, either Party may submit the disagreement or dispute in accordance with the provisions specified in the SCC.
9. Scope of Supply
- 9.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 9.2 Unless otherwise stipulated in this Contract, the Goods shall include all such items not specifically mentioned in this Contract but that can be reasonably inferred from this Contract as being required for attaining Delivery and

## Section 5 Contract Forms

Completion of the Goods and Related Services as if such items were expressly mentioned in this Contract.

- |                                 |      |  |
|---------------------------------|------|--|
| 10. Delivery and Documents      | 10.1 | The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.   |
| 11. Supplier's Responsibilities | 11.1 | The Supplier shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 9, and the Delivery and Completion Schedule, as per GCC Clause 10.  |
| 12. Contract Price              | 12.1 | The contract price shall be as specified in the SCC (the "Contract Price") subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to this Contract.  |
|                                 | 12.2 | Prices charged by the Supplier for the Goods delivered and the Related Services performed under this Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.   |
| 13. Terms of Payment            | 13.1 | This Contract Price, including any advance payments, if applicable, shall be paid as specified in the SCC.   |
|                                 | 13.2 | The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 10 and upon fulfillment of all other relevant obligations stipulated in this Contract. |
|                                 | 13.3 | Payments shall be made promptly by, or on behalf of, the Purchaser, no later than thirty (30) days after receipt by the Purchaser of an invoice or request for payment from the Supplier in form and substance satisfactory to the Purchaser.  |
|                                 | 13.4 | The currency in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.   |

- 13.5 In the event that the Purchaser fails to pay the Supplier any payment by its respective due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
14. Taxes and Duties 14.1 **[This GCC Sub-Clause 14.1 may need to be modified to address unique tax arrangements in some countries. In situations in which a potential issue exists, the relevant MCC OGC attorney is to be consulted before finalizing a form of contract based on this Standard Bidding Document]** Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at **[insert web link]**, the Supplier, its Subcontractors and their respective personnel may be subject to certain Taxes on amounts payable by the Purchaser under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Supplier, each Subcontractor and their respective personnel shall pay all Taxes levied under Applicable Law. In no event shall the Purchaser be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Supplier, any Subcontractor or their respective personnel, the Contract Price shall not be adjusted to account for such Taxes.
- 14.2 The Supplier, any Subcontractor and their respective personnel, and their eligible dependents, shall follow the usual customs procedures of **[Country]** in importing property into **[Country]**.
- 14.3 If the Supplier, any Subcontractor or any of their respective personnel, or their eligible dependents, do not withdraw but dispose of any property in **[Country]** upon which customs duties or other Taxes have been exempted, the Supplier, the Subcontractor or such personnel, as the case may be, (a) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (b) shall reimburse such customs duties and Taxes to the Purchaser if such customs duties and Taxes were paid by the Purchaser at the time the property in question was brought into **[Country]**.

## Section 5 Contract Forms

- 14.4 Without prejudice to the rights of the Supplier under this clause, the Supplier, the Subcontractors and their respective personnel will take reasonable steps as requested by the Purchaser or the Government with respect to the determination of the Tax status described in this GCC Clause 14.
- 14.5 If the Supplier is required to pay Taxes that are exempt under the Compact or a related agreement, the Supplier shall promptly notify the Purchaser (or such agent or representative designated by the Purchaser) of any Taxes paid, and the Supplier shall cooperate with, and take such actions as may be requested by the Purchaser, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- 14.6 The Purchaser shall use reasonable efforts to ensure that the Government provides the Supplier, the Subcontractors, and their respective personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If the Purchaser fails to comply with its obligations under this GCC Sub-clause 14.6, the Supplier shall have the right to terminate this Contract in accordance with GCC Clause 33.1(d).
15. Performance Security
- 15.1 The Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security for the due performance of this Contract in the amount specified in the SCC.
- 15.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations in accordance with the terms of this Contract.
- 15.3 The performance security shall be denominated in the currency of this Contract, and shall be in the form of either a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Purchaser's country or in an Eligible Country and in form and substance satisfactory to the Purchaser, substantially in the form included in Section 6.
- 15.4 The performance security shall be discharged by the Purchaser and returned to the Supplier not later than

twenty-eight (28) days following the date of completion of the Supplier's performance obligations under this Contract, including any warranty obligations.

16. Copyright
- 16.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
17. Confidential Information
- 17.1 The Purchaser and the Supplier shall keep confidential and shall not, without the prior written consent of the other Party, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party in connection with this Contract, whether such information has been furnished prior to, during or following completion or termination of this Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under this Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this GCC Clause 17.
- 17.2 The Purchaser shall not use documents, data, and other information received from the Supplier for any purposes unrelated to this Contract. Similarly, the Supplier shall not use documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of this Contract.
- 17.3 The obligation of a Party under GCC Sub-Clauses 17.1 and 17.2 above, however, shall not apply to information that:
- (a) the Purchaser or the Supplier needs to share with MCC or other entities participating in the financing of this Contract or otherwise in accordance with the requirements of the Compact or related documents;
  - (b) now or hereafter enters the public domain through no fault of that Party;

- (c) can be proven to have been possessed by that Party at the time of disclosure and which information was not previously obtained, directly or indirectly, from the other Party;
  - (d) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality; or
  - (e) is required to be shared to comply with applicable law
- 17.4 The provisions of GCC Clause 17 shall survive completion or termination, for whatever reason, of this Contract.
- 18. Subcontracting
  - 18.1 The Supplier shall obtain prior approval in writing of the Purchaser before entering into a subcontract for the performance of any of its obligations under this Contract. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liabilities under this Contract.
  - 18.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 6.
- 19. Specifications and Standards
  - 19.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards, including environmental, health and safety (“EHS”) requirements, specified in the Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ and Related Services’ country(ies) of origin.
  - 19.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - 19.3 Wherever references are made in this Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of

Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 30.

- |                           |      |  |
|---------------------------|------|--|
| 20. Packing and Documents | 20.1 | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their Final Destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' Final Destination and the absence of heavy handling facilities at all points in transit. |
|                           | 20.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in this Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.   |
| 21. Insurance             | 21.1 | Unless otherwise specified in the SCC, the Goods supplied under this Contract shall be fully insured, in a freely convertible currency from an Eligible Country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms.  |
| 22. Transportation        | 22.1 | Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the Incoterms and as specified in the Schedule of Requirements.  |
| 23. Inspections and Tests | 23.1 | The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.  |
|                           | 23.2 | The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' Final Destination, or in another place in Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all  |



reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 23.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 23.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 23.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by this Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under this Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to this Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under this Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.
- 23.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 23.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications, including EHS requirements. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 23.4.

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- 23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under this Contract.
24. Liquidated Damages
- 24.1 Except as provided under GCC Clause 29, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in this Contract, the Purchaser may without prejudice to any and all of its other remedies under this Contract, or applicable law, deduct from this Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of this Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate this Contract pursuant to GCC Clause 32.
25. Warranty
- 25.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in this Contract.
- 25.2 Subject to GCC Sub-Clause 19.2, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, or workmanship that may develop under normal use in the conditions prevailing in the Purchaser's country.
- 25.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the Final Destination, or for eighteen (18) months after the date of shipment from or loading in the country of origin, whichever period concludes earlier. The warranty period for Goods that were repaired or replaced during the warranty period shall be twelve (12) months from the date on which such Goods were repaired or replaced.
- 25.4 The Purchaser shall give notice to the Supplier stating the nature of any defects together with all available evidence thereof, promptly following the discovery thereof. The

Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

25.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

25.6 If having been notified, the Supplier fails to remedy the defect within the period specified in SCC 25.5; the Purchaser may proceed to take within a reasonable 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 this Contract or applicable law.

26. Patent Indemnity 26.1

The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 26.2, indemnify and hold harmless the Purchaser and its employees, officers and directors 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 existing by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the Purchaser's country; and
- (b) the sale in any country of the products produced by the Goods.

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 this Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to this Contract.

26.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 26.1, 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.

26.3 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.

26.4 The Purchaser shall, at the Supplier's request, afford all reasonably 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.

26.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors 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 Supplier 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 this Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

27. Limitation of Liability

27.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under this 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 in accordance with GCC Clause 26.

28. Change in Laws and Regulations
- 28.1 Unless otherwise specified in this Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed in the particular area of the Purchaser's country where the Final Destination is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/or this Contract Price, then such delivery date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under this Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 12.
- 28.2 Notwithstanding the provisions of GCC Sub-clause 28.1, if, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes that increases or decreases the cost incurred by the Supplier in performing its obligations under this Contract, payments to the Supplier shall not be adjusted. However, the provisions of GCC Sub-Clause 14.6 shall be applicable in such a situation.
29. Force Majeure
- 29.1 For the purposes of this Contract, "Force Majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third party over whom such Party has control, including any Subcontractor), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

- 29.2 The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.
- 29.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.
- 29.4 A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 29.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 29.6 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default (other than in accordance with GCC Sub-Clause 32.1(d) if and to the extent that its delay in performance or other failure to perform its obligations under this Contract is the result of an event of Force Majeure.
- 29.7 In the case of disagreement between the Parties as to the existence or extent of an event of Force Majeure, the matter shall be settled in accordance with GCC Clause 8.
30. Change Orders and Contract Amendments      30.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 7, to make changes within the general scope of this Contract in any

one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under this Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

30.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under this Contract, an equitable adjustment shall be made in this Contract Price or in the delivery/completion schedule, or both, and this Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. All claims for adjustment submitted by the Supplier pursuant to this clause shall include a reasonably detailed explanation of the increased costs and/or time, including reasons for such increases.

30.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in this Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

31. Extensions of Time

31.1 If at any time during performance of this Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 10, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its sole discretion extend the Supplier's time for performance (with or without liquidated damages as determined by the Purchaser in its sole discretion), in which case the extension shall be ratified by the Parties by amendment of this Contract.

31.2 Except in case of Force Majeure, as provided under GCC

Clause 29, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 31.1.

32. Termination by Purchaser

32.1 Termination for Default:

Without prejudice to any other remedies that may be available to it for breach of this Contract, the Purchaser, upon written notice to the Supplier, may terminate this Contract, in whole or in part, in case of the occurrence of any of the events specified in sub-paragraphs (a) through (f) of this GCC Sub-Clause 32.1.

- (a) If the Supplier, in the judgment of the Purchaser or MCC, fails to perform its obligations relating to the use of funds set out in Appendix A. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Supplier repay any and all funds so misused within a maximum of thirty (30) days after termination.
- (b) If the Supplier fails to deliver or perform any or all of the Goods or Related Services within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Sub-Clause 31.1. Termination under this provision shall become effective immediately upon the expiration of thirty (30) days after delivery of the notice of termination or such later date as may be specified by the Purchaser. In the event the Purchaser terminates this Contract in whole or in part, pursuant to this sub-paragraph, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- (c) If the Supplier does not remedy a failure to perform any of its other obligation under this Contract (other than a failure contemplated by sub-paragraphs (a) or



- (b) immediately preceding this sub-paragraph) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the Purchaser. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days or such later date as may be specified by the Purchaser.
- (d) If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of its obligations for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Purchaser.
- (e) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Purchaser.
- (f) If the Supplier (or any Subcontractor or any of their respective personnel), in the judgment of the Purchaser, has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices in competing for or in the performance of this Contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.

### 32.2 Termination for Insolvency.

The Purchaser may at any time terminate this Contract by giving notice to the Supplier if the Supplier becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the Purchaser in such notice of termination. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue

thereafter to the Purchaser.

32.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time in its sole discretion 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 this Contract is terminated, and the date upon which such termination becomes effective.
- (b) In the case of any termination in accordance with this GCC Sub-Clause 32.3, 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 this Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the terms and prices set forth in this Contract; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

32.4 Suspension or Termination Related to the Compact or Applicable Law

- (a) The Purchaser, by notice sent to the Supplier, may suspend or terminate this Contract, in whole or in part, if the Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 32.4(a), the Supplier has an obligation to mitigate all expenses, damages and losses to the Purchaser during the period of the suspension.
- (b) The Purchaser, by notice sent to the Supplier, may suspend or terminate this Contract, in whole or in part, if suspension or termination is permitted under

Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 32.4(b) the Supplier has an obligation to mitigate all expenses, damages and losses to the Purchaser during the period of the suspension.

33. Termination by  
the Supplier

- 33.1 The Supplier may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 33.1.
- (a) If the Purchaser fails to pay any money due to the Supplier pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 8 within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the Purchaser to the Supplier within such thirty (30) days.
  - (b) If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of this Contract for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
  - (c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
  - (d) If the Supplier does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Supplier gives notice to the Purchaser that such reimbursement is due and owing to the Supplier. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the

reimbursement that is the subject of such notice of termination is made to the Supplier within such thirty (30) days.

- (e) If this Contract is suspended in accordance with GCC Clauses 32.4(a) or 32.4(b) for a period of time exceeding three (3) consecutive months; provided that the Supplier has complied with its obligation to mitigate in accordance with GCC Clauses 32.4(a) or 32.4(b) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

34. Combating  
Trafficking in  
Persons

34.1 MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons (“TIP”). In pursuance of this policy:

**(a) Defined Terms.**

For purposes of the application and interpretation of this GCC Sub-Clause 34.1, the terms, “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “fraud,” “involuntary servitude,” “trafficking in persons,” and “sex trafficking” have the meanings given such terms in Part 15 [Combating Trafficking in Persons] of MCC’s Program Procurement Guidelines and such definitions are incorporated by reference into this GCC Sub-Clause 34.1.

**(b) Prohibition.**

The Supplier, any Subcontractor, or any of their respective personnel, or any agent or affiliate of any of the forgoing shall not:

- (i) engage in trafficking in persons during the period of performance of the Contract;
- (ii) procure commercial sex acts during the period of performance of the Contract; or
- (iii) use forced labor in the performance of the Contract.

**(c) Supplier Requirements.**

The Supplier shall:

- (i) fulfil its obligations under this GCC Sub-Clause 34.1 and any additional obligations related to TIP that may be set forth in the Schedule of Requirements or any other documents that make up this Contract;
- (ii) notify Supplier’s personnel with respect to MCC’s policy regarding TIP and the prohibited activities described in this GCC Sub-Clause 34.1;

- (iii) notify the Purchaser within 24 hours or as soon as reasonably possible upon the Supplier:
  - a. becoming aware of any information it receives from any source (including law enforcement) that alleges any Supplier’s personnel, Subcontractor, or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC’s TIP policy; or
  - b. taking any action against any Supplier’s personnel, Subcontractor, or any of its personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
- (iv) ensure that any subcontract or subaward entered into by the Supplier, as permitted by this Contract, includes the substance of the provisions of this GCC Sub-Clause 34.1.

**(d) Remedies.**

In addition to any other remedies that may be available under the terms of this Contract or Applicable Law, any breach of this GCC Sub-Clause 34.1 may result in:

- (i) the Purchaser requiring the Supplier to remove the involved Supplier’s personnel, Subcontractor, any of its involved personnel, or any involved agent or affiliate;
- (ii) the Purchaser requiring the termination of a subcontract or subaward;
- (iii) suspension of Contract payments until the breach is remedied to the satisfaction of the Purchaser and MCC;
- (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the Purchaser or MCC determine the breach remains unremedied;
- (v) the Purchaser or MCC pursuing sanction of the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
- (vi) Termination of the Contract by the Purchaser, in which case the provisions of GCC Clause 32.4 shall apply.

35. Reimbursable Amounts	35.1	If this Contract permits re-imburement of any costs, the re-imburement amounts shall be limited by and made only in accordance with applicable MCC cost principles which are posted at <a href="http://www.mcc.gov">www.mcc.gov</a> .
36. Accounting, Inspection and Auditing	36.1	The Supplier shall keep accurate and systematic accounts and records in respect of the provision of the Goods and Related Services under this Contract, in accordance with the provisions of Appendix A and internationally

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accepted accounting principles.

- |   |      |   |
|---|------|---|
| 37. Use of Funds;<br>Compliance with<br>Environmental<br>Guidelines | 37.1 | The Supplier shall ensure that its activities do not violate provisions relating to use of funds and environmental guidelines, as set out in MCC's Guidelines for Environment and Social Assessment stated in SR6.  |
| 38. MCC<br>Conditionalities   | 38.1 | For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Appendix A reflect certain requirements of the Government and the Purchaser under the terms of the Compact and related documents that are required to be transferred onto any supplier, subcontractor or other associate who partakes in procurement or subsequent contracts in which MCC funding is involved and that, as with the other clauses of this Contract, the provisions of Appendix A are binding obligations under this Contract. |
| 39. Flow through<br>Provisions                                      | 39.1 | In any sub-contract or sub-award entered into by the Supplier, as permitted by the terms of this Contract, the Supplier shall ensure the inclusion of all the provisions contained in Appendix A in any agreement related to such sub-contract or sub-award.  |

### III. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(o)           The Final Destination is:  
**The Hashemite Kingdom of Jordan, WAJ warehouse in Amman and/or Zarqa.**

GCC 2.7             Other documents forming an integral part of this Contract are:  
**Not Applicable**

GCC 4.2             This Contract shall be executed in the English language

GCC 5.1             The member in charge is **[insert name of member]**  
*[Note: If the Supplier consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 7.1 should be inserted here. If the Supplier consists only of one entity, this SCC 5.1 should be deleted from the SCC.]*

GCC 7.1             For **notices** that are served on the Purchaser the address shall be:

[Address:

**Government Tenders Directorate,  
Ministry of Public Works and Housing Building, 2<sup>nd</sup>  
Floor,  
King Abdullah II Circle (8<sup>th</sup> Circle), King Abdullah II  
Street  
P.O.Box 1220,  
Amman 11118,  
Jordan.**

Facsimile number: **+962 (0)6 5857583 or +962 (0)6 5828412**

Electronic mail address: **biddings@gtd.gov.jo**

For **notices** that are served on the Supplier the address shall be:

[full legal name of the Supplier]

Att.:

Address:

E-mail:

GCC 7.2             For **changes of address** that are served on the Purchaser the address shall be:

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[full legal name of the Purchaser]  
Att.: The Procurement Agent of [name of Purchaser]  
Address:  
E-mail:

For **changes of address** that are served on the Supplier the address shall be:

[full legal name of the Supplier]  
Att.:  
Address:  
E-mail:

GCC 8.2 Disputes arising under this Contract that are not resolved by the Parties in accordance with GCC Sub-Clause 8.1, shall be settled by arbitration in accordance with the following provisions:

**[International Chamber of Commerce (ICC)]**

*[Note: The following provision concerning MCC's right to be included as an observer in any arbitration proceeding is to be included in all contracts]*

### ***MCC Right to Observe***

MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.

GCC 10.1 **Delivery and Documents**

For Goods supplied from outside Purchaser's country:  
(CIF terms)



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Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing of the full details of the shipment, including contract number, description of Goods being shipped, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall fax or e-mail and send by courier the following documents to the Purchaser, with a copy to the insurance company:

- (a) copies of the Supplier’s invoice showing the shipped Goods’ description, quantity, unit price, and total amount;
- (b) On-board bill of lading marked “freight prepaid” and non-negotiable bill of lading;
- (c) Packing list identifying contents of each package;
- (d) Manufacturer’s or Supplier’s warranty certificate;
- (e) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report;
- (f) certificate of origin; and
- (g) any other procurement-specific documents required for delivery or payment purposes.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

GCC 12.1 The Contract Price is..... United States Dollars.

The accounts is:

.....

GCC 12.2 The prices charged for the Goods delivered and Related Services performed shall not be adjustable.

GCC 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods and Related Services :**

Description	Quantity of water meters	Unit	Delivery		
			1 <sup>st</sup> delivery	2 <sup>nd</sup> delivery	3 <sup>rd</sup> delivery
<b>Base: to be exercised upon contract award</b>					
Water meter (15 mm) and unions	40,000 meters and 80,000 unions	No.	10,000 within 12 weeks	15,000 within 16 weeks	15,000 within 24 weeks

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<b>Payment%*</b>		<b>%</b>	<b>25%</b>	<b>37.5%</b>	<b>37.5%</b>
Water meter (20 mm) and unions	500 meters and 1,000 unions	No.	500 within 12 weeks		
<b>Payment%**</b>		<b>%</b>	<b>100%</b>		
<b>Option: to be exercised upon availability of financial resources and determination of exact needs in the field</b>					
Water meter (15 mm) and unions	10,000 meters and 20,000 unions	No.	10,000 within a time period to be agreed upon with MCA-Jordan after exercising the Option		
<b>Payment%***</b>		<b>%</b>	<b>100% of option price</b>		

**\* Payment from the accepted contract price for the 15mm water meters and unions.**

**\*\* Payment from the accepted contract price for the 20mm water meters and unions.**

**\*\*\* Payment percentage from the accepted option price.**

GCC 13.5 The payment-delay period after which the Purchaser shall pay interest to the Supplier shall be **30 days**. The interest rate that shall be applied is + one percent (1%).

The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website [www.federalreserve.gov/fomc/funds/rate.htm](http://www.federalreserve.gov/fomc/funds/rate.htm)

GCC 15.1 The amount of performance security, as a percentage of the Contract Price, shall be in the amount of **five (5) percent of the Contract Price** and shall be denominated in US dollars.

GCC 20.2 The packing, marking and documentation within and outside the packages shall be: **10 water meters in one box.**

**Marking:**

**MCA-Jordan, Contract Name and Number, Water Meter type, size.**

Packaging shall be in the form that shall ensure the maximum safety of all the items.

GCC 21.1 The insurance coverage shall be as follows:

The Insurance shall be in an amount equal to **[100]** percent of the

## Section 5 Contract Forms

- CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
- GCC 22.1 Responsibility and cost for transportation of the Goods shall be borne by the bidder.
- GCC 23.2 The inspections and tests shall be:  
**Refer to Schedule of Requirement 5 (SR5).**
- GCC 24.1 The liquidated damage shall be 0.05 USD per water meter per days of delay.  
The maximum amount of liquidated damages shall be **10%** of the Contract Price.
- GCC 25.3 After delivery and acceptance of the Goods, the performance security shall be released to the contractor upon submission of the suppliers'/manufacturers' warranty obligations in accordance with Clause GCC 25.3.  
The warranty shall remain valid for forty eight (48) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the Final Destination. The warranty period for Goods that were repaired or replaced during the warranty period shall be forty eight (48) months from the date on which such Goods were repaired or replaced.
- GCC 25.5 The Supplier shall repair or replace the defective Goods or parts thereof within **28** days.

## **IV. Appendix A**

### **Additional Provisions**

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the GCC or in the Compact or related agreements.

The Purchaser is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of the Purchaser and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Supplier under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and the Purchaser shall derive any rights from the Compact or have any claim to MCC Funding.

#### **A. MCC Status; Reserved Rights; Third-Party Beneficiary**

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.
2. MCC Reserved Rights.
  - (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
  - (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
  - (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
  - (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the

Purchaser, MCC or any other person or entity from asserting any right against the Supplier, or relieve the Supplier of any liability which the Supplier might otherwise have to the Government, the Purchaser, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

#### **B. Limitations on the Use or Treatment of MCC Funding**

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or United States Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [[www.mcc.gov/guidance/compact/funding\\_limitations.pdf](http://www.mcc.gov/guidance/compact/funding_limitations.pdf)]<sup>1</sup>.

#### **C. Procurement**

The Supplier shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at [www.mcc.gov](http://www.mcc.gov). The Supplier shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the Purchaser. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [[www.mcc.gov/guidance/compact/procurement\\_awards\\_provisions.pdf](http://www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf)]<sup>2</sup>.

#### **D. Reports and Information; Access; Audits; Reviews**

1. Reports and Information. The Supplier shall maintain such books and records and provide such reports, documents, data or other information to the Purchaser in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by the Purchaser from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and [**insert references to related documents**]<sup>3</sup> that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Supplier as if the Supplier were the Government

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<sup>1</sup> Verify this link prior to publication.

<sup>2</sup> Verify this link prior to publication.

<sup>3</sup> Language citing the specific sections of the relevant compact and other agreements related to the particular country in connection with which this form of contract is used in a procurement should be inserted here.

under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [\[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf<sup>4</sup>\]](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf).

2. Access; Audits and Reviews. Upon MCC's request, the Supplier shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions of the Compact and **[insert references to related documents]**<sup>5</sup> that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Supplier as if the Supplier were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [\[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf<sup>6</sup>\]](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf).
3. Application to Providers. The Supplier shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with this Contract. A summary of the applicable requirements may be found on the MCC website at [\[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf<sup>7</sup>\]](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf).

#### **E. Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions**

1. The Supplier shall ensure that no payments have been or will be made by the Supplier to any official of the Government, the Purchaser, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the "FCPA") or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Supplier affirms that no payments have been or will be received by any official, employee, agent or representative of the Supplier in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.
2. The Supplier shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Supplier knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates

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<sup>4</sup> Verify this link prior to publication.

<sup>5</sup> Language citing the specific sections of the relevant compact and other agreements related to the particular country in connection with which this form of contract is used in a procurement should be inserted here.

<sup>6</sup> Verify this link prior to publication.

<sup>7</sup> Verify this link prior to publication.

in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac), (ii) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council, (iii) on the list maintained on [www.epls.gov](http://www.epls.gov) or (iv) on such other list as the Purchaser may request from time to time. For purposes of this provision, "material support and resources" includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Supplier shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the Purchaser, the Fiscal Agent, or the Bank, as may be applicable. The Supplier shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled "Excluded Parties Verification Procedures in Purchaser Program Procurements" that can be found on MCC's website at [www.mcc.gov](http://www.mcc.gov). The Supplier shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the Purchaser or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the Purchaser with a copy to MCC.
4. Other restrictions on the Supplier shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or the Purchaser, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other

party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

#### **F. Publicity, Information and Marking**

1. The Supplier shall cooperate with the Purchaser and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States, acting through MCC, all in accordance with the MCC Standards for Corporate Marking and Branding, available on the MCC website at [<http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf>]; provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC's prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.
2. Upon the termination or expiration of the Compact, the Supplier shall, upon MCC's request, cause the removal of any such markings and any references to MCC in any publicity materials.

#### **G. Insurance**

The Supplier shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Supplier shall be named as payee on any such insurance and the beneficiary of any such performance bonds and guarantees. The Purchaser and, at MCC's request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Supplier shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC's election, such proceeds shall be deposited in an account as designated by the Purchaser and acceptable to MCC or as otherwise directed by MCC.

#### **H. Conflict of Interest**

The Supplier shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Supplier participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is



negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Supplier shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Supplier shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Supplier shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the Purchaser as provided by the Purchaser to the Supplier

**I. Inconsistencies**

In the event of any conflict between this Contract and the Compact and/or the **[Disbursement Agreement or the Procurement Agreement/Program Implementation Agreement]**, the term(s) of the Compact and/or **the [Disbursement Agreement or the Procurement Agreement/Program Implementation Agreement]** shall prevail.

**J. Other Provisions**

The Supplier shall abide by such other terms or conditions as may be specified by the Purchaser or MCC in connection with this Contract.

**K. Flow-Through Provisions**

In any subcontract or sub-award entered into by the Supplier, as permitted by this Contract, the Supplier shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

## V. Bank Guarantee for Performance Security

*[The bank, as requested by the Supplier, shall fill in the form in accordance with the instructions indicated]*

Bank's Branch or Office: **[insert complete name of Guarantor]**

Beneficiary: **[insert complete name of the Purchaser],**

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called the "Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and Related Services]* (hereinafter called the "Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in words and figures]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]* *[note- expiration date to be calculated based on the provisions of GCC Sub-Clause 15.4]*, and any demand for payment under it must be received by us at this office on or before that date.

For the Bank

For the Supplier

Signature

Signature

In the capacity of:

In the capacity of:

Date:

Date:

## **Section 6      Schedule of Requirements**

<b>SR1</b>	<b>LIST OF GOODS AND DELIVERY SCHEDULE .....</b>	<b>93</b>
<b>SR2</b>	<b>LIST OF RELATED SERVICES AND COMPLETION SCHEDULE.....</b>	<b>95</b>
<b>SR3</b>	<b>TECHNICAL SPECIFICATIONS.....</b>	<b>96</b>
<b>SR4</b>	<b>DRAWINGS.....</b>	<b>103</b>
<b>SR5</b>	<b>INSPECTIONS AND TESTS .....</b>	<b>104</b>
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**SR1 List of Goods and Delivery Schedule**

*[Purchaser to fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Purchaser's Required Delivery Date (as per Incoterms)		Bidder's offered Delivery date
					Earliest Delivery Date	Latest Delivery Date	
<b>Base: to be exercised upon contract award</b>							
Lot (1)	1-a: 15 mm nominal diameter Customer Water Meter. Mechanical, velocity, dry or semi-dry, single- or multi-jet meters.	1 <sup>st</sup> batch: 10,000	No.	WAJ warehouse in Amman and/or Zarqa, Jordan	10 weeks	12 weeks	
		2 <sup>nd</sup> batch: 15,000	No.		14 weeks	16 weeks	
		3 <sup>rd</sup> batch: 15,000	No.		22 weeks	24 weeks	
	1-b: Unions 15 mm size	1 <sup>st</sup> batch 20,000	No.	WAJ warehouse in Amman and/or Zarqa, Jordan	10 weeks	12 weeks	
		2 <sup>nd</sup> batch 30,000	No.		14 weeks	16 weeks	
		3 <sup>rd</sup> batch: 30,000	No.		22 weeks	24 weeks	
Lot (2)	2-a: 20 mm nominal diameter Customer Water Meter. Mechanical velocity, dry or semi-dry, single- or multi-jet meters.	500	No.	WAJ warehouse in Amman and/or Zarqa, Jordan	10 weeks	12 weeks	

Section 6 Schedule of Requirements

	2-b: Unions 20 mm size	1,000	No.	WAJ warehouse in Amman and/or Zarqa, Jordan	10 weeks	12 weeks	
<b>Option: to be exercised upon availability of financial resources and determination of exact needs in the field</b>							
Lot (1)	1-c: 15 mm nominal diameter Customer Water Meter. Mechanical, velocity, dry or semi-dry, single- or multi-jet meters.	10,000	No.	WAJ warehouse in Amman and/or Zarqa, Jordan	Within a time period to be agreed upon with MCA-Jordan after exercising the option	Within a time period to be agreed upon with MCA-Jordan after exercising the option	
	1-d: Unions 15 mm size	20,000	No.	WAJ warehouse in Amman and/or Zarqa, Jordan	Within a time period to be agreed upon with MCA-Jordan after exercising the option	Within a time period to be agreed upon with MCA-Jordan after exercising the option	

**SR2 List of Related Services and Completion Schedule**

*[The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

<b>Service</b>	<b>Description</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]

1. If applicable

### **SR3 Technical Specifications**

The supply of Goods and Related Services shall comply with the following Technical Specifications and Standards:

#### **Scope**

This specification determines the requirements of mechanical water meters in respect of design, manufacture, testing, and supply for use in the Water Distribution system.

This specification covers:

- Water meters with British Standard Pipe Female thread ends for connection with special tools for maintenance and repair. Meters shall be suitable for the measurement of cold, chlorinated potable water consumption in cubic meters.
- Two unions suitable for connecting the meter between water supply and the consumer.

#### **1. Water Meters**

##### **1.1 Description**

Meters to be offered under the terms and specification of tender shall be:

1. Mechanical;
2. Velocity;
3. Dry through magnetic drive or semi-dry by gears provided that potable water shall not reach the internal parts of the totalizer gears or dials; and
4. Single-jet or multi-jet.

##### **1.2 Size**

Size shall be expressed as nominal size and thread in BSP units. Meters inlet and outlet shall be of the same diameter and female thread.

##### **1.3 Material**

All materials in contact with potable water shall withstand 2 mg/l of chlorine residual in the potable water. The water meter and its accessories shall be manufactured from materials of adequate strength and durability, and of suitable non-corroding and temperature resistant materials. Materials that come in contact with potable water do not create toxicity, support microbial growth, unpleasant taste or discoloration in the water supply.

### **1.3.1 Totalizer Protective Cover**

The totalizer protective cover shall be made of a transparent material that:

- Withstand a pressure of 20 bars.
- Anti-condensate within the stated water temperature range.

### **1.3.2 Spindle and bearings**

The spindle and bearings shall be made of stainless steel and sapphire.

### **1.3.3 Body and lid**

The meter lower case chamber and threaded end connections shall be made of only brass or bronze alloy and shall be epoxy coated internally and externally.

### **1.4 Length**

The meter total length (meter body and tail pieces of unions) shall be 165 mm for meter size DN 15 and 100 mm for tail pieces.  
190 mm for meter size DN 20 and 100 mm for tail pieces.

Any deviation from above lengths should be approved by the purchaser.

### **1.5 Metering Device**

The totalizer can be of closed or open type.

If the totalizer is of open type, it shall be repairable.

If the totalizer is of closed type, it shall be properly protected against high pressure.

The meter measuring device shall be designed in a way that if the totalizer protective cover (glass or plastic) is broken for any reason, the totalizer cannot be removed from its place.

The measuring mechanism shall be of a removable type that can be completely dismantled from the meter casing for replacement or maintenance. The measuring mechanism shall also be secured against removal from the body by a seal.

The totalizing device shall provide a reliable, clear and unambiguous reading of the volume of water measured. It shall comply with the following:

- 1- Metering mechanism is a straight reading type.
- 2- Meter has flat type face.



## Section 6 Schedule of Requirements

- 3- Totalizer registers in cubic meter units.
- 4- The totalizer consists of a row of minimum five consecutive digits to 99,999m<sup>3</sup> (Ninety nine thousand, nine hundred and ninety nine cubic meters).
- 5- The other registers have different color giving at least 4 digits for registering flows in liters.
- 6- Other register(s) or dial(s) shall register flows in liters and fractions, the liters register(s) shall be of a different color.
- 7- The pivot of the impeller chamber shall be made of stainless steel with a minimum of 1.5 mm diameter and is to be guaranteed against any corrosion or damage for at least five years after first installation.

### **1.6 Meter Readings**

1. The meter reading can be done visually through the totalizer protective cover of the meter.
2. The meter shall be capable to accommodate an electronic interface to transfer the totalizer visual reading.

### **1.7 Markings**

Meter markings are clearly engraved on the meter and of different color from body for easy reading.

The water meter shall be marked with the following identifications:

1. Trademark and name of manufacturer.
2. Manufacture serial number.
3. Year of manufacturing.
4. Nominal working pressure.
5. Approval mark.
6. The meteorological R ratio and Q3 for permanent flow rate.
7. An arrow indicating the direction of the flow is engraved or permanently affixed to the meter lower casing or shown on the LCD.
8. Stamped or laser edged with the initials “WAJ- MCA-Jordan”.

### **1.8 Sealing**

The meter shall be sealed by the manufacturer upon delivery and shall be provided with a hole for sealing the meter with the service valve on the inlet and outlet sides of the meter and two seals on the unions (one before the meter and one after). The sealing material shall be stainless steel wire and aluminum seal.

Sealing the totalizer protective cover arrangement shall be part of the meter that will be provided by the contractor.

### **1.9 Accessories**

The meter shall include the following accessories:

1. An internal strainer of at least 12 holes/cm<sup>2</sup> and not more than 18 holes/cm<sup>2</sup> at the flow inlet to the meter.
2. Internal non-return valve.
3. Special tools, if any, for dismantling and maintenance of quantity calculated at the ratio of 1/1,000 from the ordered meters.
4. Two threaded tailpieces which shall conform to BS 21 or ISO 228-1 standards.
5. The sealing material shall be stainless steel wire, and aluminum seal.
6. The manufacturer shall provide a price list of spare parts that will be needed within five years of delivery of meter.

### **1.10 Tamper proof**

The meter shall be manufactured in a way to prevent tampering and be capable of being securely protected from tampering.

### **1.11 Performance**

#### **1.11.1 Standardization**

Conformance of the meter with the International Organization for Standardization (ISO 4064:2005 and/or OIML R49:2006) specification.

#### **1.11.2 Nominal Operating Pressure and Temperature**

1. Nominal pressure shall not be less than 16 bars.
2. Meter flows shall be designed to work at a temperature up to 35 °C.
3. Meter casing shall be designed to withstand the induced stresses at an ambient temperature up to 55 °C.

#### **1.11.3 Head Loss through the Meter**

The maximum pressure loss through the water meter, including its filter where the latter forms an integral part of the water meter, should not exceed 0.063 MPa (0.63 bar) between minimum flow (Q1) and permanent flow (Q3) within rated operating conditions in accordance with Table 4 of ISO 4064-1:2005.

### 1.12 Flow Rates Requirements and Maximum Permissible Error

The meter shall meet the meteorological required Class set below in accordance with British Standards Institution No. BS 5728

<u>Parameter for DN 15 meters</u>	<u>Flow rate</u>
Permanent flow rate “Q3”	= 2.5 m <sup>3</sup> /h
Transitional flow rate “Q2”	= 25.6 l/h
Minimum flow rate “Q1”	= 16 l/h
Maximum flow rate “Q4”	= 3.125 m <sup>3</sup> /h

(or nominal flow rate (Qn)= 1.5 m<sup>3</sup>/h and Qmax= 3 m<sup>3</sup>/h

<u>Parameter for DN20 meters</u>	<u>Flow rate</u>
Permanent flow rate “Q3”	= 4 m <sup>3</sup> /h
Transitional flow rate “Q2”	= 40 l/h
Minimum flow rate “Q1”	= 25 l/h
Maximum flow rate “Q4”	= 5 m <sup>3</sup> /h

#### Maximum Permissible Error

The meter shall meet the meteorological characteristics as per the OIML.

<u>Description</u>	<u>Maximum Permissible Error</u>
Q <sub>1</sub> <flow rate (Q)<Q <sub>2</sub>	±5% at any temperature
Q <sub>2</sub> <Q<Q <sub>4</sub>	±2% at temperature ≤30 ° C

### **1.13 Packing, Transport & Storage**

- 1- Each meter and its accessories should be supplied in separate individual box and packed in a captive form.
- 2- Screwed threads of meter ends shall be protected by plastic cap and other suitable materials covering the entire length of threads.
- 3- Each meter shall be packed in a box containing 10 meters max.
- 4- All meters shall be adequately protected for the whole period of transport and storage against corrosion and accidental damage. The vendor/manufacturer shall be held responsible for the meters so packed and not protected, and to ensure that it reaches the store intact and undamaged. Meters shall be packed to withstand rough handling during transportation and all packages shall be suitable for storage.
- 5- All packages shall have an indelible identification mark corresponding to the packing list.
- 6- Meters shall be protected from exposure to sun light and against the effect of windblown sand and humidity from place of manufacture until delivery to WAJ warehouse in Amman and/or Zarqa.

## **2. Unions**

### **2.1 Description**

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

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

### **2.2 Size**

Both unions shall conform to British Institution standards BS 1387, BS 21 or ISO 228-1 standards for threaded end meters.

### **2.3 Material**

All materials in contact with potable water shall withstand 2 mg/l of chlorine residual in the potable water. It shall be manufactured from materials of adequate strength and durability, and of suitable non-corroding and temperature resistance materials. The materials that come in contact with potable water shall not create toxicity, support microbial growth, unpleasant taste or discoloration in the water supply.

### **2.4 Performance**

Certification shall be conducted by accredited reputable internationally third party that is approved by MCA-Jordan. The third party shall be assigned for quality Control during manufacture, assembly, oversight testing, packing, shipment and delivery to WAJ warehouse in Amman and/or Zarqa.

#### **2.4.1 Nominal Pressure and Temperature**

1. Designed to Nominal pressure shall not be less than 16 bars.
2. Designed to withstand the induced stresses at an ambient temperature up to 35 °C.

### **2.5 Markings**

The size (diameter) shall be engraved on the casting of the head piece, tail piece and coupling nut.

### **2.6 Packing, Transport & Storage**

1. Screwed threads of Union ends shall be protected by plastic cap and other suitable materials covering the entire length of threads.
2. Unions shall be adequately protected for the whole period of transport and storage against corrosion and accidental damage. The vendor/ manufacturer shall be held responsible for ensuring that it reaches the store intact and undamaged. Unions shall be packed to withstand rough handling during transportation and all packages shall be suitable for storage.
3. All packages shall have an indelible identification mark corresponding to the packing list.
4. Unions shall be protected from exposure to sun light and against the effect of windblown sand and humidity from place of manufacture until delivery to WAJ warehouse in Amman and/or Zarqa.

**SR4 Drawings**

{NOT APPLICABLE}

This Bidding Document includes the following drawings:

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

## **SR5 Inspections and Tests**

The following inspections and tests shall be performed on the Goods. These tests shall be witnessed by an accredited reputable internationally third party and attended by representatives from the Purchaser.

***i. During the tendering (selection) process:***

The Bidder shall submit five (5) samples of water meters within one week from opening the bids. Technical inspection and tests will be conducted on the day following the samples submission. Each meter sample will be tested according to OIML accuracy test. Samples should be delivered by the bidder through his representative to WAJ testing facility. Samples will be tested according to the following:

- Sample meters should perform within the permissible error curves mentioned herein.
- Failure of any sample meter will disqualify the bidder.
- The relative errors (of indication) observed for each of the flow rates shall not exceed the maximum permissible errors specified above. If the error observed on one or more meters is greater than the maximum permissible error at one flow rate only, the test at that flow rate shall be repeated. The test shall be declared satisfactory if two out of the three results lie within the maximum permissible error and the arithmetic mean of the results for the three tests at that flow rate is less than or equal to the maximum permissible error.
- Samples shall be retained by MCA-Jordan after completion of evaluation tests.

The following tests will be conducted:

### **1. Static pressure test**

The samples will be tested as follows:

- Increase the hydraulic pressure to  $1.6 \times$  Maximum Admissible Working Pressure (MAP) for 15 min.
- Increase the hydraulic pressure to  $2 \times$  MAP for 1 min. This is an optional test.

No physical damage, external leaks, or leaks into the indicating device shall occur.

If the sample failed to comply with this test, it will be immediately excluded.

### **2. Accuracy of registration test**

Test will be conducted at a temperature between 5 °C and 30 °C at the following flow rates to show the specified flow rate variances in accordance with the table

## Section 6 Schedule of Requirements

below. The test will be conducted at working pressures between 2.5-5 bars as appropriate for each flow and flow rate. The errors observed for each of the flow rates shall not exceed the permissible registration error below.

Characteristic curve for each water meter will be plotted in terms of registration error against flow rates.

<b>Flow rate (l/hour)</b>	<b>Volume (L)</b>	<b>Permissible registration error</b>
1600	100	+/-2%
26	10	+/-2%
16	10	+/-5%

### **3. Visual inspection**

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

### **4. Dimensions check**

The dimension shall be measured between inlet and outlet.

### **5. Totalizer protective cover test**

One of the provided samples will be subjected to the totalizer protective cover test. This test is defined as the ability of the counter protection glass to withstand, without damage, a free fall of a metal ball weighing 27.2 grams from a vertical distance of not less than 70 cm or sturdy Engineering plastic window subject to clear visibility.

#### **ii. Prior to shipment**

Certification shall be conducted by an accredited reputable international third party that is approved by MCA-Jordan. The bidder/manufacturer shall submit the Agreement with the Certification Entity that detailed the scope of service for Employer/Purchaser's approval. The third party shall be assigned for quality Control during manufacture, assembly, oversight testing, packing, shipment and delivery to WAJ warehouse in Amman and/or Zarqa.



## Section 6 Schedule of Requirements

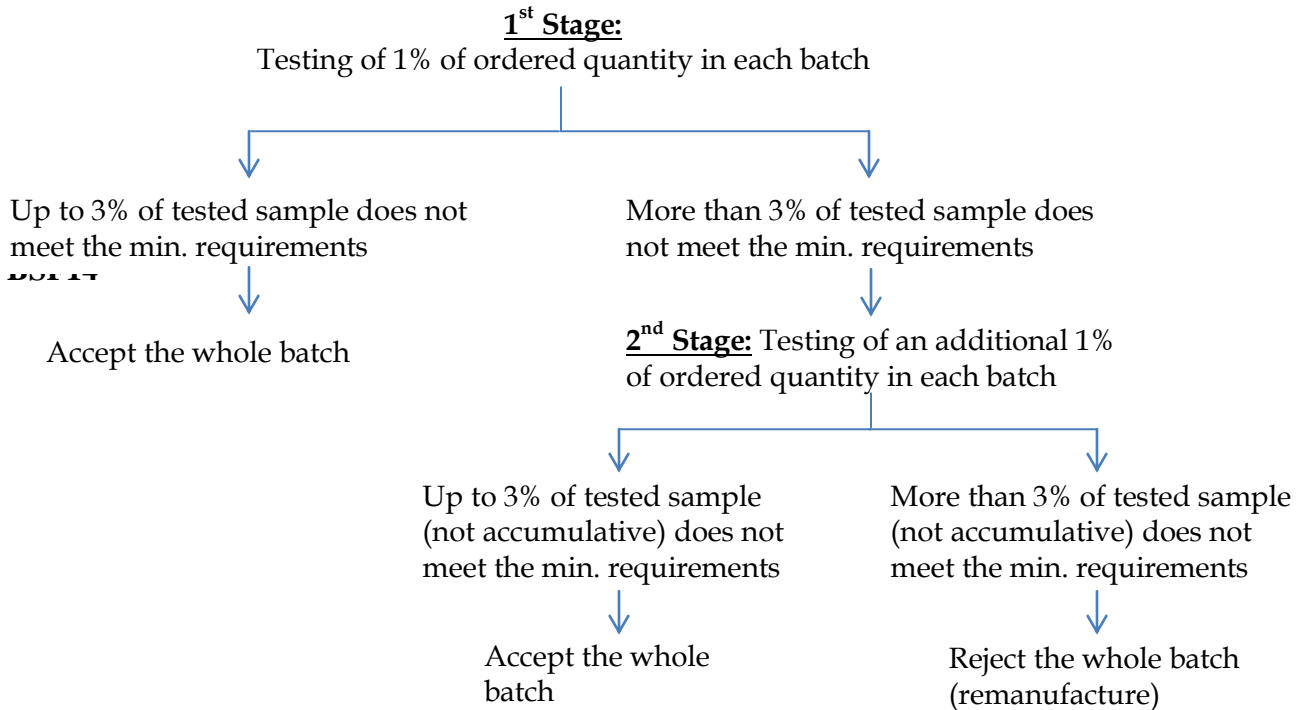
The Certification Entity shall submit Certificate(s) that cover the scope of services stated above, and the following witnessing tests that shall be conducted at Manufacturer's workplace:

1. Static pressure test
2. Accuracy of registration test
3. Visual inspection
4. Dimensions check
5. Totalizer protective cover test

Five representatives from MCA-Jordan shall witness the testing of a random sample for a period not to exceed two working days for each shipment. Cost of testing by the Third party and its witness by MCA representatives will be borne by the bidder/manufacturer.

**Acceptance criteria prior to shipment**

Each batch shall be tested randomly as per the chart below. The relative errors (of indication) observed for each of the flow rates shall not exceed the maximum permissible errors specified above. If the error observed on one or more meters is greater than the maximum permissible error at one flow rate only, the test at that flow rate shall be repeated. The test shall be declared satisfactory if two out of the three results lie within the maximum permissible error and the arithmetic mean of the results for the three tests at that flow rate is less than or equal to the maximum permissible error.



**Certification and Forms**

Certification shall be conducted by an accredited reputable international third party that is approved by MCA-Jordan. The bidder/maker shall submit the Agreement with the Certification Entity that detailed the scope of service for Employer/Purchaser’s approval. The third party shall be assigned for quality Control during manufacture, assembly, oversight inspection and testing, packing, shipment and delivery to WAJ warehouse in Amman and/or Zarqa .

The Certification Entity shall submit Certificate(s) that cover the scope of services stated above, and the following witnessing tests that shall be conducted at Manufacturer’s workplace.

## Section 6 Schedule of Requirements

### **Documents to be submitted in the Tendering Process:**

- Type approval certificate.
- Letter of authorization from the manufacturer.
- Technical specifications and catalogue in English language.
- Certificate of origin.
- Compliance sheet.

### **Documents to be submitted upon Delivery of shipment:**

- CIF Insurance for the material to be shipped.
- Manufacturer's or Supplier's warranty certificate.
- Inspection Certificate, issued by the Third Party, and the Supplier's factory inspection report.
- Endurance test certificate.
- Potable water approval certificate.

## **SR6 Environmental, Health and Safety Procedures**

The manufacturer shall declare that the production facility abides with the following:

- Health and safety measures comply with local labor laws governing occupational health and safety and/or follows international best practices of occupational health and safety as established by OSHA (US) or OHSAS 18000 series (UK).
- Does not involve the production, procurement, or intentional release of any pesticide, industrial or consumer chemical or other product (including an emission or effluent)
  - that is listed for elimination or restriction under the Stockholm Convention on Persistent Organic Pollutants;
  - that is banned or severely restricted under the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade;
  - that is listed or nominated for inclusion under the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade;
  - that includes an active ingredient that is classified as “extremely hazardous” (Class Ia) or “highly hazardous” (Class Ib) in “The WHO Recommended Classification of Pesticides by Hazard,” as revised from time to time; or
  - that is a pesticide that includes an agent that the United States Environmental Protection Agency has classified in Toxicity Class I, has classified as a Restricted Use Pesticide, or has not registered for use in the United States;