SECTION 2: INSTRUCTIONS TO TENDERERS.

TABLE OF CONTENTs

A.	**GENERAL**	**Page**
1.	Definitions	**5**
2.	Description of Works	**5**
3.	Source of Funds	**6**
4.	Eligible Bidders	**6**
5.	Cost of Tendering	**7**
6.	Pre-tender Meeting and Site Visit	**7**
B.	**TENDER DOCUMENTS**	
7.	Content of Tender Documents	**9**
8.	Clarification of Tender Documents	**10**
9.	Amendment of Tender Documents	**10**
C.	**PREPARATION OF TENDERS**	
10.	Language of Tender	**11**
11.	Documents comprising the tender	**11**
12.	Documents Establishing the Qualifications of the Tender	**12**
13.	Letter of Tender	**20**
14.	Alternative Offer	**20**
15.	Tender Prices and discounts	**20**
16.	Tender Currencies	**21**
17.	Tender Validity Period	**21**
18.	Bid Bond	**21**
19.	Format and Signing of Tender	**23**
D.	**SUBMISSION OF TENDERS**	
20.	Submission of Tenders	**24**

21.	Sealing and marking of tenders	**25**
22.	Withdrawal and Modification of Tenders	**25**
23.	Deadline for Submission of Tenders	**26**
24.	Late Tenders	**26**
E.	**TENDER OPENING AND EVALUATION**	
25.	Opening of tenders by Employer	**27**
26.	Contacting the Employer	**27**
27.	Clarification of Tenders	**27**
28.	Preliminary examination of tenders	**28**
29.	Evaluation of technical aspects	**28**
30.	Evaluation of commercial aspects	**29**
31.	Nonmaterial Nonconformities and tender adjustments	**31**
32.	Correction of Arithmetical Errors	**32**
33.	Conversion to Single Currency	**32**
34.	Post Qualification	**32**
35.	Employer's Right to Accept Any Tender, and to Reject Any or All Tenders	**33**
F.	**AWARD CRITERIA**	
36.	Notification of Award	**34**
37.	Signing of Contract Agreement	**35**
38.	Complaint Procedure	**35**
39.	Contract Incoterms	**35**
40.	Stamps and Fees	**35**
41.	Performance Bond	**35**
42.	Payments	**35**
43.	Compliance with Regulations and Standards	**36**

44.	Variance with Government Procurement Bylaw no.8 of 2022	**36**
45.	Prohibited Practices	**36**
46.	Domestic preference	**37**
47.	invoicing	**38**
48.	REGESTRATION	**38**

A. GENERAL

1. Definitions

The following terms when used in the CONTRACT documents shall have the following meanings:

A. "COMPANY, "CLIENT", "PURCHASER "or "EMPLOYER" means the National electrical power company (NEPCO)

B. "COMPANY REPRESENTATIVE" means any person, persons, consultant, engineer, or other entity designated by the COMPANY from time to time to act on its behalf in matters relating to the CONTRACT. In the absence of such designation, the COMPANY itself shall exercise the rights and responsibilities of the COMPANY REPRESENTATIVE

C. "BIDDER" or "TENDERER" means any firm, company, or establishment participating in the tendering process for the Works. The terms "Bidder" and "Tenderer", and "Bid" and "Tender", are used interchangeably in the Tender Documents

D. "CONTRACTOR" means the firm, company, or establishment whose Tender has been accepted by NEPCO and includes its legal successors, permitted assigns, and authorized representatives

E. "SUBCONTRACTOR" means any firm, company, or establishment engaged by the CONTRACTOR to perform a specific part of the Works and who remains fully responsible to the CONTRACTOR for such part of the Works

2. Description of Works

2.1 Definite Work

The Definite Works comprise the design, supply, construction, installation, testing, commissioning, and civil works of (i) Aqaba 400/132 kV GIS substation **(AAWDCP)** (ii) connection with BPS1 substation, and (iii) integrated cable works covering connection with IPS and RO.

The Works also include packing for export, shipment, insurance, delivery (DAP), off-loading at Site, erection, site testing, commissioning and completion of substations, associated works and connections, together with a Defects Notification Period of 1,095 days (three years) commencing from the date of issuance of the Taking-Over Certificate (TOC) for substations, associated works and connections.

2.2 Work at the option of the employer

Where specified, the Bidders shall complete all Price Schedules for work at the Option of the Employer, and submit all associated supporting technical documentation.

3. Source of Funds

The Project will be financed by the Arab Fund for economic and social development.

4. Eligible Bidder

4.1 A Bidder may be a private entity, a government-owned entity, or any combination of such entities in the form of a Joint Venture, Consortium, or Association (JVCA).. In the case of a **JVCA:**

- Unless otherwise specified in the Tender Document, all partners shall be jointly and severally liable; and

- The JVCA shall nominate a representative (the "Lead Partner"), who shall have the authority to conduct all business for and on behalf of the JVCA and all its members during the Tendering process and, if awarded the Contract, during the execution of the Contract.

4.2 This Invitation to Tender is open to Tenderers from all countries who satisfy the experience requirements and meet the conditions set out in Clause ITT 12 (Documents Establishing the Qualifications of the Tenderer).

4.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this tendering process, if:

a) they have controlling partners in common; or

b) they receive or have received any direct or indirect subsidy from any of them; or

c) they have the same legal representative for purposes of this tender; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another bidder, or influence the decisions of the EMPLOYER regarding this Tendering process; or

e) they participate as a Bidder or as a partner in a JVCA in more than one Bid under this Tendering Process. Participation in more than one Bid shall result in the disqualification of all such Bids. However, this shall not limit the inclusion of the same Subcontractor in more than one Bid. For the purpose of this provision, a Subcontractor shall not be deemed to be participating in the Tendering Process; or;

f) Bidders, their affiliates or parent organisation participated in the feasibility or design stages of a project, that Bidder, its affiliates or parent organisation shall not be eligible to participate in a Tendering procedure for contracts involving the supply of goods, works or services, including architectural or engineering services, for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest

g) The Bidders, its affiliates or parent organisation has participated as a consultant in the preparation of Tender.

4.4 Bidders shall be disqualified if they are subject to a declaration of ineligibility in accordance with Government Procurement Bylaw No. (8) of 2022 as of the deadline for Tender submission or thereafter

4.5 Suppliers, bidders, contractors, service providers and consultants shall be prohibited from carrying out any practices involving corruption, fraud, collusion, coercion or obstruction. The practices prohibited Clause ITT 45 by the applicable regulation include payment of any amount or giving anything of personal or financial value in any way to influence the procurement process.

5. Cost of Tendering

The Bidder shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall in no event be responsible or liable for such costs, regardless of the conduct or outcome of the Tendering Process.

6. Pre-tender Meeting and Site Visit

6.1 The Bidder is advised to attend the Pre-Tender Meeting. The date, time and venue of the Pre-Tender Meeting shall be as specified by NEPCO in the Invitation Letter or notified subsequently. Attendance at the Pre-Tender Meeting is optional, and non-attendance shall not constitute a ground for rejection of the Tender.

6.2 Where a Site Visit is required by NEPCO, the Bidder is advised to visit and examine the Site and its surroundings where the Facilities are to be installed and obtain, at its own responsibility, all information necessary for preparing the Tender and entering into the Contract. The costs of such visit shall be borne by the Bidder.

6.3 Where a Site Visit is required, the Bidder shall visit the Site and make itself aware of the existing system and facilities. Any modification Works at the associated substations shall be compatible with the existing system. The Bidder shall be responsible for arranging the Site Visit with NEPCO during the Tendering stage and obtaining the necessary approval for such visit.

6.4 Where the Bidder and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the Bidder,

its personnel, and agents shall release and indemnify the Employer and its personnel and agents from and against all liabilities arising from such visit and shall be responsible for any death or personal injury (whether fatal or otherwise), loss of or damage to property, and any other loss, damage, costs, or expenses incurred as a result of such visit.

6.5 Failure to investigate the Site shall not relieve the Bidder from responsibility for properly estimating the difficulty, risks, or costs associated with the successful performance of the Works.

6.6 Any clarification provided during the Pre-Tender Meeting or Site Visit shall not modify the Tender Documents. Any modification to the Tender Documents shall be made only through a formal Amendment issued by the Employer in accordance with Clause ITT 9.

B. THE TENDER DOCUMENTS

7. Content of Tender Documents

7.1 The scope of the Works, Tendering Procedures, Conditions of Contract, and technical requirements are set out in the Tender Documents. The Tender Documents shall be read in conjunction with any Clarifications issued in accordance with Clause ITT 8 and any Amendments issued in accordance with Clause ITT 9 and shall comprise the following:

Volume 1:

- *Invitation to Tender*
- *Instructions to Tenderers*
- *Conditions of Contract*
- *Tender Forms*

Volume 2:

- *General Technical Specifications*
- *400 kV GIS Particular Technical Specifications*
- *132kV GIS Particular Technical Specifications*
- *33kv Particular Technical Specifications*
- *400 kV Transformer Particular Technical Specifications.*
- *132kV Transformer Particular Technical Specifications*

Volume 3:

- *Schedules*
- *Tender Drawings*

Volume 4:

- *Civil Engineering, Buildings Works, Electromechanical Works and Outdoor Works Specification*

7.2 All Bidders shall obtain the Tender Documents from the source specified by the Employer in the Invitation to Tender. The Employer shall not be responsible for the completeness or correctness of Tender Documents obtained from any other source. **In case of re-tendering, Bidders shall obtain the newly issued Tender Documents**.

7.3 Bidders are expected to examine all instructions, forms, terms, specifications, drawings, schedules, and other information contained in the Tender Documents.

7.4 Failure to provide all information or documentation required by the Tender Documents, or submission of a Tender that is not substantially responsive to the

Tender Documents, shall be at the Bidder's risk and may result in rejection of the Tender.

8. Clarification of Tender Documents

A prospective Bidder requiring any clarification regarding the Tender Documents may notify the Employer in writing through the contact details and means of communication specified in the Invitation to Tender.

All requests for clarification shall be submitted using the Employer's Clarification Request Form included in Section 4. Where submitted by e-mail, the request shall be provided in both:

- A signed and stamped PDF format; and
- An editable Microsoft Word format.

All requests for clarification shall be received by the Employer no later than **fourteen (14) days** prior to the Tender submission deadline.

The Employer shall respond in writing to all such requests received within the specified period. Copies of the Employer's response, including a description of the enquiry but without identifying its source, shall be provided to all prospective Bidders who have obtained the Tender Documents.

NEPCO reserves the right not to consider clarification requests that are not submitted in the prescribed format or that are received after the above deadline.

9. Amendment of Tender Documents

9.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Documents by issuing an Amendment. Any Amendment issued shall form an integral part of the Tender Documents and shall be communicated in writing to all prospective Bidders who have officially obtained the Tender Documents from the Employer. Prospective Bidders shall acknowledge receipt of any Amendment by e-mail or other written means. **Failure to acknowledge receipt shall not relieve the Bidder from the obligation to comply with such Amendment, and it shall be deemed that the information contained therein has been taken into account by the Bidder in its Tender**.

9.2 In order to provide prospective Bidders with reasonable time to take the Amendment into account when preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders.

C. PREPARATION OF TENDERS

10. Language of Tender

10.1 The Tender prepared by the Bidders and all correspondence and documents related to the Tender exchanged by the Bidders and the Employer, shall be written in the English language. Supporting documents and any printed literature furnished by the Bidders may be written in another language so long as accompanied by an English translation of its relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

11. Documents Comprising the Tender

11.1 Offers prepared by the Bidders shall be divided into three (3) separately sealed envelopes and delivered to the address specified in the Invitation to Tender as follows:

A. **Technical Proposal Envelope.**

B. Financial Proposal Envelope.

C. Bid Bond Envelope.

11.2 The **Technical Proposal Envelope** shall contain:

- Power Of Attorney.
- Joint Venture, Consortium or Association Agreement / Letter of Intent (If Applicable).
- Company Charter(S) And Registration Documents.
- Technical Offer.
- Data Schedules, Type Test Reports, And Reference Lists.
- Organization Chart.
- Documentary Evidence Establishing the Bidder's Eligibility and Qualifications.
- Copies Of Clarifications and Amendments Issued by The Employer, If Any.
- Form of Participant Eligibility Information.
- Form of Experience
- Form of Summary of Proposed Protective Relays
- Experience Required Forms.
- Manufacturer Authorization
- Manufacturer's Responsibility Statement
- Declaration Of Authenticity and Undertaking
- Any Other Documents and Additional Information Required Under the Tender Documents.

The Technical Offer shall fully comply with the Scope of Work, Technical Specifications, Technical Schedules, Drawings, Instructions to Bidders, and all other requirements of the Tender Documents.

Any deviations, reservations, or exceptions from the Technical Specifications, Drawings, Conditions of Contract, or other commercial requirements upon which the Bidder has based its Tender shall be clearly identified and detailed in Schedule L.

The Technical Proposal shall be submitted in one (1) Original Hard Copy and one (1) Copy, together with two (2) USB Flash Drives containing an electronic copy of the complete Technical Proposal.

The Technical Proposal shall not contain any pricing or material financial information relating to the Financial Proposal.

11.3 The **Financial Proposal** Envelope shall contain:

- Letter of Tender including the Covenant of Integrity.
- Price Schedules.
- Contract Cash Flow Forecast.

The Financial Proposal shall be submitted in two (2) hard copies: one (1) original and one (1) copy.

11.4 The **Bid Bond Envelope** shall contain:

- Bid Bond furnished in accordance with ITT 18.
- The Bid Bond shall be submitted in one (1) Original and one (1) Copy.

11.5 In the event of any discrepancy, the respective original shall prevail over any copy, including the electronic copy of the Technical Proposal.

12. Documents Establishing the Qualifications of the Tender

To establish its qualifications to perform the Contract in accordance with Evaluation Methodology and Eligibility and Qualification Criteria, the Bidders shall provide the information requested in the Tender Documents.

Eligibility and Qualifications

In order to satisfy the requirements for eligible experience, the Bidders shall provide documentary evidence to establish:

- Bidders Qualification.

A. That, in the case of a Bidder offering to supply plant and equipment under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of the plant and equipment to supply them in the Employer's country for this specific tender.

B. Documentary evidence of the Bidders qualification to perform the Contract and the Bidders has the financial, technical and production capability necessary to perform the contract. in particular, it is required that:

- The Tenderer has the financial capability to carry out the project (financial statements for the last 3 years to be provided) supported and must be certified from independent legal auditor.
- Technical and production capability necessary to perform NEPCO contract.
- In particular, it is required that the Bidders shall have completed similar projects involving plant and equipment rated as specified, or greater, of similar Turnkey scope basis, on at least three assignments from three different countries within the last 10 years.
  For the purpose of meeting the above qualification requirement, experience in either Gas Insulated Substations (GIS) or Air Insulated Substations (AIS) can be accepted**.**
  Documentary evidence certificate from the end users must be provided.

- **The Joint Venture, Consortium or Partnership Requirements**

The Joint Venture, Consortium or Partnership Agreement shall be signed by all partners. Tenders submitted by a joint venture or consortium of two or more firms shall comply with the following requirements:

A- The tender shall be signed so as to be legally binding on all member firms of the joint venture or consortium;

B- One of the member firms of the joint venture or consortium, responsible for performing a key component of the contract and to be responsible for following up the procurement process procedures, shall be nominated as being in charge; this authorization shall be evidenced by submitting with the tender a power of attorney signed by legally authorized signatories of all member firms of the joint venture or consortium;

C- The Lead Partner shall be authorized to incur liabilities, receive instructions, act for and on behalf of all members of the joint venture or consortium, and handle all communications, contractual matters, and payment matters with the Employer. All instructions and communications issued to the Lead Partner shall be deemed to have been received by all members of the joint venture or consortium. All payments shall be made to a single account designated by the JVCA.

D- all member firms of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;

E- A copy of the duly authorized agreement entered into by the member firms of the joint venture or consortium shall be submitted with the Tender or, alternatively, a Letter of Intent to execute a Joint Venture Agreement. In the event of a successful Tender, the Joint Venture Agreement shall be signed by all partners, duly authorized, and submitted before award.

F- No change in the composition of the JVCA shall be accepted after the Tender submission deadline.

G- The joint venture or consortium must satisfy collectively all the qualification criteria in (ITT 12, Documents Establishing the Qualifications of the Tender) for the scope of work they are designated to perform and should be shown clearly in the JVCA agreement or in the letter of intent as the evaluation and qualification of each member depends on his scope of work in his agreement. Failure to comply with this requirement will result in rejection of the tender of the

joint venture or consortium. The leader of the partnership should have project management experience on the similar Projects.

H- The Employer reserves the right to accept or reject the qualifications of the joint venture or consortium based on the qualification requirements and documents specified in the Tender Documents and may verify any information submitted by its members.

I- In the case of a Joint Venture, Consortium, or Partnership, only one Bid Bond shall be submitted for the total required amount.

J- A firm may participate in only one Tender, either as a Single Entity or as a member of a joint venture or consortium. Participation of the same firm in more than one Tender shall result in rejection of all such Tenders.

- **Equipment Eligibility and Qualifications**

A- The Bidder shall provide documentation, **certified by the owner (End user),** to show that the equipment to be supplied having the specified rating of voltage and capacity or greater and the same place of manufacture with similar complexity, is in successful commercial service for a minimum of **two years** in **three different countries.**

The Bidders shall provide Three End user certificates for each main equipment offered such as 400 kV GIS switchgear, 132 kV GIS switchgear, 400/132/33 kV power transformer, 132/33kV power transformer and earthing transformer, 33/11kV power transformers, 132 kV power cables, 33kV power cables, 33KV switchgear,33kV Reactor and 33kV capacitor banks.

The End user certificate should be within the last 10 years.

B- Type test certificates for the **offered equipment or similar characteristic** shall be provided and issued from independent laboratories accredited in accordance with ISO / IEC 17025 and performed according to the latest relevant IEC or IEEE standard.
The Bidder shall provide type test for main equipment offered for: (400 kV GIS switchgear, 132 kV GIS switchgear, 400/132/33 kV power transformers, 132/33kV power transformers, 33/11kV power transformers, voltage tap changers, bushings, oil, earthing transformers, 400kV voltage transformers and 400kV surge arrestors ,132kVvoltage transformers, 132kV surge arrestors, 132kV power cables, 33kV power cables, 33KV switchgear, 33kV Reactor and 33kV capacitor banks)

The experience and type test certificates should not be older than 10 years

<u>The Contractor shall provide a type test for any other required equipment in the tender upon NEPCO request during tendering stage.</u>

End user certificate (company and equipment) should confirm the following, otherwise, they will be rejected:

- Certified (signed and stamped) by the owner of the plant (end user) not from the contractor.

-In English language, printed officially;
-Translation shall be in English language printed officially and legalized by the appointed governmental authority in the end user country.
- End-user certificate shall show clearly the following:

i. Name of customer/company and complete address where equipment is installed.
ii. Date of issuance of certificate.
iii. Date of put in operation.
iv. Rating, capacity of related equipment.
v. Confirmation that related equipment perform satisfactorily since putting into operation,

Original performance certificate maybe returned, if required by bidders.

These requirements apply to machinery and apparatus from the same manufacturing unit which will supply the equipment for this project, experience of other manufacturing units will not be accepted.

Failure to supply all required qualification documentation (i.e., Equipment End User Certificates/Performance Certificates, Type Tests, Tender's Experience documentation, Subcontractor experience documentation) to the satisfaction of the Employer will result in rejection of the Tender.

Electrical Subcontractors proposed by the Tenderer

The bidder shall include a list of all major items of Services or Plant and Equipment supply, which it proposes sub-letting, giving details of the name, and nationality of the proposed subcontractor for each item bidder shall list at least one subcontractor against each item. Quoted rates and prices will be deemed to apply and no adjustment of the rates and prices will be permitted.

The bidder shall be responsible for ensuring that any subcontractor proposed by it complies with the requirements of Clause 4 (Eligible Tenderers) or that any Plant, Equipment or Services to be provided by the subcontractor comply with the requirements of Clause 12 (bidder /Equipment eligibility and qualifications). The Employer reserves the right to reject any proposed subcontractor

Eligibility of the Facilities

Documentary evidence that the Facilities to be supplied by the Tenderer are eligible and conform to the Tender Documents.

The documentary evidence of the conformity of the Facilities to the Tender Documents may be in the form of literature, drawings and data, and shall furnish:

a. a detailed description of the essential technical and performance characteristics of the Facilities;
b. a list giving full particulars, including available Facilities;
c. a list giving full particulars, including available sources, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of Facilities as required by the Technical Specification

d. commentary on the Employer's Technical Specifications and adequate evidence to demonstrate that the Facilities offered, substantially comply to those Specifications or, in Schedule L, a statement of departure from the Technical Specifications. Tenderers shall note that standards for workmanship, materials and equipment designated by the Employer in the Tender Documents are intended to be descriptive only and not restrictive.

- **Subcontractor for Civil Works and Electromechanical Works:**

Subcontractor Classification Requirements

The Tenderer shall nominate the proposed Civil and Electromechanical Subcontractors at the tendering stage. Each proposed Subcontractor shall comply with the following minimum classification requirements and shall be subject to the Employer's approval:

- For the Civil Works, the proposed Civil Subcontractor shall be classified as First Grade in Building Construction in accordance with the classification system of the Ministry of Public Works and Housing (MPWH) in Jordan. The proposed Civil Subcontractor shall be approved by the Employer.
- For the Electromechanical Services Works, the proposed Electromechanical Subcontractor shall be classified as First Grade in Renewable Energy and Electromechanical Works in accordance with the classification system of the Ministry of Public Works and Housing (MPWH) in Jordan. The proposed Electromechanical Subcontractor shall be approved by the NEPCO.

General Experience in Contracting

- The Tenderer shall have a minimum of ten (10) years of experience in contracting works, commencing from 2016.
- Such experience may have been obtained as a Main Contractor, Joint Venture (JV) Member, or Subcontractor.

Specific Experience in Similar Works

- The Tenderer shall have successfully completed the minimum required number of similar contracts, substantially and satisfactorily, during the last ten years.
- Such experience may have been obtained as a Main Contractor, Joint Venture (JV) Member, or Subcontractor.

The minimum number and value of similar contracts shall comply with either of the following alternatives:

Alternative	Minimum Number of Contracts	Minimum Contract Value / Aggregate Value
A	Five (5) similar contracts	Each contract: minimum JOD 1,500,000 (one Million and half Jordanian Dinars).
B	Three (3) or more similar contracts	Each contract: minimum JOD 2,500,000 (two Million and half Jordanian Dinars), provided that the aggregate value of all qualifying contracts is not less than JOD 10,000,000 (Ten Million Jordanian Dinars).

Similarity of Contracts:

- The similarity of the contracts shall be established based on the execution of building works including electromechanical systems, similar in nature and scale to the Control Building and the outdoor equipment foundation area of the Works.

The Tenderer shall provide the relevant details and documentary evidence of the above experience in accordance with the requirements of the Bidding Documents.

Experience in Key Activities

- The Tenderer shall demonstrate successful experience, as a Main Contractor, in the following key activity:
- Construction of building works with a total floor area of not less than 7,000 m².
- Such experience shall have been obtained during the period from 1 January 2020 to the Tender Submission Deadline.

Contractor's Representative and Key Personnel

The Tenderer shall demonstrate that it will have a suitably qualified and experienced Contractor's Representative and suitably qualified Key Personnel, in sufficient numbers, as specified in the Technical Specifications, together with the required supporting documentation.

The Tenderer shall submit the required details of the proposed Contractor's Representative and Key Personnel, including their academic qualifications and professional experience.

The Tenderer shall obtain the Employer's approval prior to replacing any approved Key Personnel.

The minimum qualifications and experience requirements shall be as follows:

No.	Position	Minimum Academic Qualification	Minimum Experience in Similar Works (Years)	Minimum Total Experience (Years)
1	Project Manager	Bachelor's Degree	8	20
2	Civil Site Engineer	Bachelor's Degree	8	10
3	Electrical Engineer	Bachelor's Degree	5	7
4	Mechanical Engineer	Bachelor's Degree	5	7
5	Civil Inspector	Diploma	5	10
6	Mechanical inspector	Diploma	3	10
7	Quantity Surveyor	Diploma	4	10
8	Surveyor	Diploma in surveying	5	5

Equipment

The Tenderer shall demonstrate its capability to provide the following minimum essential equipment, supported by the required documentary evidence:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Hydraulic Rock Breaker	1 (one)
2	Excavator	1 (one)
3	Bulldozer	1 (one)
4	Loading Truck	1 (one)
5	Smooth Wheeled Roller	1 (one)
6	Vibrating Plate Compactor	3 (three)
7	Transportation Truck	1 (one)
8	Diesel Generator – 35 kW	1 (one)
9	Total Station	1 (one)

Financial Capacity

The Tenderer shall demonstrate that it has, or has access to, sufficient financial resources to meet the cash flow requirements for execution of the Contract(s) covered by this Tender, net of the Tenderer's other financial commitments.

Such financial resources shall include, but shall not be limited to:

Liquid Assets;

Unencumbered Real Assets;

Confirmed Lines of Credit; and

Other financial resources, excluding any advance payment under other contracts.

The Tenderer shall also demonstrate, to the satisfaction of the Employer, that it has sufficient sources of financing to meet the cash flow requirements of the Works currently under execution and to fulfil its commitments under future contracts.

The Tenderer shall submit audited financial statements for the last five (5) years. Where audited financial statements are not required under the laws of the Tenderer's country, the Tenderer shall submit other financial statements acceptable to the Employer for the last five (5) years. Such financial statements shall demonstrate the soundness and adequacy of the Tenderer's current financial position.

Average Annual Construction Turnover

The Tenderer shall demonstrate an Average Annual Construction Turnover sufficient to meet the cash flow requirements for execution of the Contract(s) covered by this Tender. The Average Annual Construction Turnover shall be calculated by dividing the total value of certified payments received for contracts under execution and/or completed during the last five (5) years by the number of years.

13. Letter of Tender

The Bidder shall submit the Letter of Tender, which complies with the requirements of the Tender Document, using the form furnished in Section 4 (Tender Forms). These forms 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.

The Letter of Tender should be completed in the manner and details indicated therein and signed by the Bidder (in case that the Bidder is a Joint Venture, Consortium or another kind of unincorporated Partnership, signed so as to be legally binding on all partners or parties to the partnership).

14. Alternative Offer

Alternative Tenders shall **not be permitted** and any Alternative Tender submitted by a Bidder shall not be considered.

15. Tender Prices and discounts

15.1 The Bidder shall quote for the entire Works on a "single responsibility" basis such that the total Tender Price covers all the Contractor's obligations mentioned in or reasonably inferred from the Tender Documents, including the acquisition of all permits, approvals, licences, training services, and such other items and services as may be specified in the Tender Documents, all in accordance with the Conditions of Contract.

15.2 The Bidder is required to submit a Tender fully compliant with the commercial, contractual, and technical requirements specified in the Tender Documents and to quote a price covering all obligations set out therein. If a Bidder wishes to offer a deviation from the Tender Document requirements, such

deviation shall be listed in Schedule L of its Tender. The Bidder shall also provide the additional cost or saving associated with such deviation. The Employer reserves the right to accept or reject any deviation.

15.3 Prices quoted by the Bidder shall remain fixed during the performance of the Contract and shall not be subject to variation on any account. A Tender submitted with an adjustable price quotation shall be considered non-responsive and rejected.

15.4 The Bidder shall enter rates and prices for all items in the Price Schedules. Any item for which no rate or price is entered by the Bidder shall not be paid for separately by the Employer and shall be deemed to be included in the rates and prices for other items in the Price Schedules. Such item shall remain within the Contractor's scope of supply and services and shall be provided and performed in full in accordance with the Contract requirements at no additional cost to the Employer**.**

15.5 In the Letter of Tender, the Bidder shall state any discounts offered and the methodology for their application.

16. Tender Currencies

The Bidder may state the Tender Price in Jordanian Dinars (JOD). However, if part of the Bidder's expenditures under the Contract are expected to be incurred outside Jordan, such portion shall be quoted in United States Dollars (USD) only.

17. Tender Validity Period

17.1 Tenders shall remain valid for the period of **180 days** after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period may be rejected by the Employer as non-responsive.

17.2 In the event that the evaluation and awarding process can't be completed, prior to the expiration of the Tender validity period, the Employer may request Bidders to extend the period of validity of their tenders. The request and the responses shall be made in writing. If a Bidder refuses the request, the Bid Bond will be returned upon his written request. A Bidder granting the request shall not be required or permitted to modify its tender, except extend the validity of the Bid Bond.

18. Bid Bond

18.1 The Bidder shall furnish with its Tender the original Bid Bond, in the form included in the Forms Section or in another substantially similar form approved by the Employer prior to Tender submission. In either case, the Bid Bond shall include the full legal name of the Bidder.

18.2 The amount and currency of the Bid Bond shall be as specified in the Invitation to Tender.

18.3 The Bid Bond shall be provided, at the Bidder's option, in any of the following forms:

(a) an unconditional guarantee issued by a bank; or

(b) a certified cheque.

In both cases, the Bid Bond shall be issued by a local bank in Jordan.

18.4 Any Tender not accompanied by a substantially responsive Bid Bond shall be rejected by the Employer as non-responsive.

18.5 The Bid Bonds of unsuccessful Bidders shall be returned in accordance with the provisions of Government Procurement Bylaw No. 8 of 2022.

18.6 The Bid Bond of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the Performance Security required under the Contract.

18.7 The Bid Bond shall be forfeited:

a. If a Bidder withdraws or amends its Tender during the period of Tender validity specified by the Bidder in the Letter of Tender, or does not abide by its Tender, in whole or in part; or
b. If the successful Bidder fails to:

- sign the Contract; or
- furnish the Performance Security required under the Contract; or
- accept the correction of arithmetic errors in the Tender;

c. If the Bidder provides incorrect information or submits false or misleading information or documents for the purpose of participating in the Tender.

18.8 The Bid Bond of a JVCA shall normally be issued in the name of the JVCA submitting the Tender.

However, the Bid Bond may be issued in the name of one of the JVCA partners, provided that it clearly identifies all JVCA partners and expressly states that it is submitted for and on behalf of the JVCA.

19. Format and Signing of Tender

19.1 The Bidder shall prepare and submit the Tender in accordance with the requirements of ITT 11.

19.2 The original and all copies of the Tender, where applicable, shall be in writing and shall be signed by a person duly authorised to sign on behalf of the Bidder. Such authorisation shall be in the form of a Power of Attorney submitted pursuant to ITT 11.

19.3 A Tender submitted by a JVCA shall comply with the following requirements:

(a) it shall be signed so as to be legally binding on all partners; and

(b) it shall include the Representative's authorization in the form of a Power of Attorney signed by persons duly authorized to sign on behalf of the JVCA.

19.4 Any amendments, interlineations, erasures, or overwriting in the Tender shall be valid only if signed or initialled by the person signing the Tender.

D. SUBMISSION OF TENDERS

20. Submission of Tenders

20.1 Bidders shall submit their tenders, as specified in the Invitation to Tender**.**

20.2 A one-stage bidding process shall be used for this Tender. Accordingly, Bidders shall submit their **Technical Proposal, Financial Proposal, and Bid Bond** at the same time.

20.3 The Employer shall not accept any Tender received after the deadline specified in the Invitation to Tender as may be amended from time to time.

20.4 The Bidder shall be solely responsible for the timely delivery of its Tender to the address specified in the Invitation to Tender. The Employer shall not be responsible for any delay, loss, mis delivery, or premature opening of the Tender arising from the method of delivery used by the Bidder.

20.5 Each page of every document submitted by the Bidder (tender document, technical schedules, offers…etc.) Shall bear his signature, date and stamp.

20.6 Incomplete Tenders, material non-compliance with the Instructions to Tenderers, or material deviations from the Scope of Work, Technical Specifications, or other requirements of the Tender Documents may result in rejection of the Tender.

20.7 The completed Tender and any covering letter shall be submitted in the manner specified in the Instructions to Tenderers and shall be properly marked and labelled as required therein.

20.8 Any supporting documents submitted separately from the Tender shall clearly identify the Tender to which they relate.

20.9 The Employer shall not be responsible for any delay, loss, or incomplete delivery of Tenders or supporting documents arising from the actions of third parties or circumstances beyond the Employer's control.

20.10 Bidders shall take all necessary precautions to preserve the confidentiality and integrity of their Tenders during preparation, handling, and delivery.

21. Sealing and Marking of Tenders

The Tender shall be divided into **3 envelopes:**

1. Financial Envelope
2. Technical Envelope
3. Bid bond Envelope

21.1 The Technical Proposal Envelope, Financial Proposal Envelope, and Bid Bond Envelope shall be prepared and submitted in accordance with ITT 11. Each envelope shall be clearly marked with its contents. The three envelopes shall be enclosed in **one outer sealed envelope (Tender Package**).

21.2 All sealed bids with satisfactory Bid Bonds shall be submitted directly to employer at the place, date and time specified in the Invitation for Tender

21.3 The inner and outer envelopes shall be sealed and:

Addressed to the Employer with the address set forth in the Invitation to Tender; and

Bear the identification the tender number, tender name and the words "DON'T OPEN BEFORE CLOSING DATE (AS MENTIONED IN THE INVITATIONS OF TENDER)".

21.4 The outer envelope shall also indicate the name and address of the Bidder so that the Tender may be returned unopened if it is withdrawn or received after the Tender submission deadline.

21.5 If the outer envelope is not sealed and marked as required by Clause ITT 21.1 above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. If the outer envelope discloses the Bidder's identity, the Employer will not guarantee the anonymity of the tender submission, but this disclosure will not constitute grounds for rejection of the tender.

22. Withdrawal, and Modification of Tenders

At any time prior to the Tender submission deadline specified in ITT 23.1, a Bidder may withdraw or modify its Tender after submission, in accordance with the provisions of Government Procurement Bylaw No. 8 of 2022. Any request for withdrawal or modification shall be in writing and signed by a person duly authorized to act on behalf of the Bidder.

23. Deadline for Submission of Tenders

23.1 Tenders shall be received by the Employer at the address, and no later than the date and time, indicated in the Invitation to Tender.

23.2 The Employer may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document in accordance with Clause ITT 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. .

24. Late Tenders

The Employer **shall reject and shall not** consider any Tender received after the deadline for submission of Tenders.

E. TENDER OPENING AND EVALUATION

25. Opening of tenders by Employer

The Employer shall conduct the Tender Opening in accordance with Government Procurement Bylaw no. 8 dated 2022.

26. Contacting the Employer

No Bidder shall contact the Employer on any matter relating to its tender, from the time of tender opening to the time the contract is awarded. During the evaluation of bids, ~~subject to that~~ the Employer may require clarifications from bidders in order to fully understand and properly evaluate their bids as mentioned in Clause ITT 27.

Information relating to the evaluation of Tenders shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to the Bidders.

Any attempt by Bidder to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

Notwithstanding the above, from the time of Tender opening to the time of Contract award, if any Bidders wishes to contact the Employer on any matter related to the tendering process, it should do so in writing.

27. Clarification of Tenders

To assist in the examination, evaluation, and comparison of the Tenders and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for clarification of its Tender and allow a reasonable time for response.

Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.

The Employer's request for clarification and the response shall be in writing.

The Employer may, at its discretion, conduct Technical Clarification Meetings with each or any Bidder during the evaluation of Tenders, provided that such meetings shall not result in any modification to the Tender Price or the Scope of the Tender.

No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with Clause ITT 32.

If a Bidder fails to provide the requested clarification by the date and time specified in the Employer's request, its Tender may be rejected.

28. Preliminary examinations of Tenders

28.1 The Employer will examine the Tenders to determine whether they are complete, whether any errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. If the Tender Security is not valid the Tender will be returned unopened.

28.2 Prior to the detailed evaluation, the Employer will determine whether each Tender is substantially responsive to the Tender Documents. For purposes of these Clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material departures. The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. **Failure to supply all required qualification documentation (i.e. Equipment End User Certificates/Performance Certificates, Type Tests, Tender's Experience documentation, Subcontractor experience documentation) to the satisfaction of the Employer will be considered to be a material departure to the conditions of the Tender Documents and the tender will be determined to be not substantially responsive**

28.3 A Tender determined as not substantially responsive will be rejected by the Employer and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

28.4 The Employer may waive any minor informality, nonconformity or irregularity in a Tender which does not constitute a material departure, provided such a departure has been identified by the Tenderer in Schedule L of Volume 3 and does not prejudice or affect the relative ranking of any Tenderer.

29. Evaluation of technical aspects

29.1 The Employer will carry out a detailed technical evaluation of the Tenders previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Tenders based on the information supplied by the Tenderers, taking into account the following factors:

a. Compliance with the Technical Specifications and Drawings;

b. Departures from the Technical Specifications as identified in Schedule L of Volume 3 and those departures not so identified;

c. Completeness and quality of information supplied by the Tenderer in response to the Tender Documents;

d. Overall completeness and functional compatibility of the Facilities offered including achievement of specified performance criteria.

e. Suitability of the Facilities offered in relation to the environmental and climatic conditions prevailing at the Site;

f. Compliance with the Time Schedules called for in the Tender Documents;

g. Long term availability of spare parts and maintenance services;

h. Experience and references in respect of the Facilities, including compliance with requirements regarding qualifications; and

i. Any other relevant factors which the Employer deems necessary or prudent to take into consideration.

30. Evaluation of commercial aspects

30.1 The Employer's evaluation of a Tender will take into account, in addition to the Tender prices the following factors, in the manner and to the extent indicated in Sub-Clause 30.2 and in the Technical Specifications:

a. Time schedule offered in the Tender;

b. Departures from contractual and commercial conditions as identified in Schedule L of Volume 3 and other departures not so identified;

c. The cost of training, additional spare parts, test equipment, tools and appliances (where required);

d. The projected operating and maintenance costs during the life of the Facilities;

e. The performance and productivity of the Facilities offered; and

f. The extra cost of work, services, facilities etc, required to be provided by the Employer or third parties.

30.2 Pursuant to Sub-Clause 30.1, the following evaluation methods will be followed:

a. **Time schedule**

The Plant and Equipment covered by this Invitation to Tender are required to be delivered, installed and commissioned within the completion time given in the Appendix to Tender. No credit will be given to earlier completion. The damages for completion beyond the named period have been set at 0.1 per cent of the Contract price per day of delay, and for the purposes of comparative evaluation only, a corresponding adjustment will be added to the Tenders offering completion later than the named period. Tenderers are required to base their prices on the completion time given in the Appendix to Tender. Tenderers are, however, permitted to propose an Alternative Time Schedule and indicate the reduction in the Tender price they are prepared to offer to follow the Alternative Time Schedule. Details of any Alternative Time Schedule proposed by the Tenderer shall be entered in Attachment 6 (Alternative Tenders). The Employer is free to consider or reject a proposed Alternative Time Schedule submitted by the lowest evaluated Tenderer on the basis of the completion time given in Schedule A of Volume 3.

b. Contractual and commercial alternatives

Tenderers shall base their Tender price on the contractual and commercial conditions specified in the Tender Documents. Tenders will be evaluated on the basis of this price. Tenderers are, however, permitted to make reasonable departures from the stated contractual and commercial conditions including alternative Terms of Payment, and indicate the reduction in the Tender price they wish to offer for such alternative conditions. Tenderers offering an alternative must submit a conforming Tender based on the terms and conditions of the Tender Documents and details of any alternatives proposed by the Tenderer shall be entered in Attachment 6 (Alternative Tenders). The Employer is free to consider any proposed alternatives.

c. Performance and productivity of the Facilities

Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specifications. Plant and Equipment offered shall have a minimum performance specified in the Technical Specifications to be considered responsive. Tenders offering Plant and Equipment which has a performance less than the minimum specified, may be rejected.

d. Work, services, facilities etc, to be provided by the Employer

Where tenders include for the undertaking of work or the provision of services, facilities by the Employer in excess of the provisions allowed for in the Tender Documents, the Employer shall assess the costs of such additional work, services, and/or facilities for the duration of the Contract.

Any adjustment in price that result from the above procedures shall be added or subtracted for the purposes of comparative evaluation only to arrive at an "Evaluated Tender Price". Tender prices, quoted by Tenderers shall remain unaltered.

Notwithstanding the above, any deviations or reservations shall be evaluated in accordance with the Tender Documents and the applicable procurement regulations. Alternative Tenders shall not be permitted. Domestic preference, where applicable, shall be applied in accordance with ITT 46.

30.3 Arithmetical errors shall be corrected in accordance with ITT 32**.**

30.4 Regarding transformers: The guaranteed values declared by the manufacturer will be verified, in particular in order also to check the reference values to determine the capitalized cost of losses

A detailed price analyses for any or all items of the Price Schedules will be carried out, to check the consistency of proposed prices and to identify any serious unbalance / distortion factor in the proposed quotation.

The overall economic offer of the Contractor will be calculated by adding the capital costs and the capitalized costs of the losses. In particular, the losses will be evaluated as indicated in Schedule.

31. Nonmaterial Nonconformities and Tender Adjustments

Provided that a Tender is substantially responsive, the Employer may waive any quantifiable nonconformities in the Tender that do not constitute material Deviations, Reservations or Omissions. The cost of all quantifiable deviations or omissions shall be added to the Tender Price in question. A reasonable estimate of such cost shall be made by the Employer. Such adjustment shall be for evaluation and comparison purposes only.

A Bidder will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.

Deviations and other factors that are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Employer shall not be taken into account in the evaluation of the Tender.

Provided that a Tender is substantially responsive, the Employer may request the Bidder to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the Tender. Requested information or documentation on such omissions shall not be related to any aspect of the price of the Tender.

Failure of the Bidder to comply with the request may result in the rejection of its Tender.

Any adjustment in price resulting from this Clause and, where applicable, ITT 46 shall be made solely for the purpose of comparative evaluation to determine the Evaluated Tender Price. The Tender Price quoted by the Bidder shall remain unaltered.

32. Correction of Arithmetical Errors

Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a)Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

(b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected accordingly;

(c)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

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(e)If the Bidders has not priced one or more of the items, these unquoted items shall be considered included in the total price.

If a Bidders does not accept the correction of errors, its Tender shall be declared non-responsive and rejected and its Bid Bond shall be forfeited.

33. Conversion to Single Currency

For evaluation and comparison purposes, the Employer will convert all Tender prices expressed in amounts in various currencies in which the Tender price is payable, to Jordanian Dinars at the selling exchange rate established for similar transactions by the Central Bank of Jordan on the Tender final closing date.

34. Post Qualification

The Employer shall determine, to its satisfaction, whether the Bidder whose Tender has been determined to be the lowest evaluated substantially responsive Tender meets the qualification criteria specified in the Eligibility and Qualification Requirements.

The determination shall take into account the Bidder's financial, technical, legal and production capabilities. It shall be based upon an examination of the documentary evidence submitted by the Bidder in support of its qualifications, together with such other information as the Employer may reasonably require.

An affirmative determination shall be a prerequisite for award of the Contract. A negative determination shall result in disqualification of the Tender, in which case the Employer shall proceed to the next lowest evaluated substantially responsive Tender and carry out a similar qualification assessment.

Notwithstanding the provisions of this Clause, the Employer may waive minor deviations from the qualification requirements that do not materially affect the Bidder's capability to perform the Contract.

35. Employer's Right to Accept Any Tender, and to reject any or All Tenders

The Employer reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to signing of the contract, without thereby incurring any liability to Bidders. In case of annulment, all Tenders submitted and especially, Tender securities, shall be promptly returned to the Bidders in accordance with Government Procurement Bylaw NO. 8 of 2022 and its instructions.

F. AWARD CRITERIA

The Employer shall award the Contract to the Bidders whose Tender is substantially responsive to the requirements of the Tender Document and has been determined to be the most economically advantageous and has been determined as the lowest evaluated Tender, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

36. Notification of Award

Pursuant to Article 20 and 41 of the Government Procurement Bylaw No. 8 of 2022, within the period of bid validity, the Employer shall notify the successful Bidder that its Bid has been accepted by publishing an initial award notification on NEPCO official site, covering as a minimum the following information:

i. the subject of the procurement,

ii. the name of the successful Bidder;

iii. address of the bidder and

iv. the awarding values

If no objection is submitted within the period specified in the award notification, the awarding shall become final after the approval of the Employer.

Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Bidder, in writing, that its Tender has been accepted. This notification of award shall be issued in the form of the Letter of acceptance.

The Bidders shall enclose the details of the bank account(s) to be used for the purpose of receiving payments due under the Contract.

The Letter of acceptance will constitute the formation of the Contract, which shall be deemed effective from the date of the said notification, subject to the fulfilment of the conditions stated in the Conditions of Contract.

The Employer shall also notify all other Bidders of the results of the Tendering, stating the Tender and the resulting Contract title, and providing the following information: (i) name of each Bidder, who submitted a tender; (ii) their tender prices as read out at Tender opening; (iii) names of Bidders whose tenders were rejected; (iv) the name of the winning Bidder, and the contract price, as well as the duration and the title of the contract awarded.

After receipt of the above notification, an unsuccessful Bidder may request, in writing, the Employer for a debriefing seeking further explanations on the grounds on which his tender was not selected .

37. Signing of Contract Agreement

Pursuant to ITT 36, the Employer shall prepare and send the Contract Agreement to the successful Bidder.

Within twenty-eight (28) calendar days from receipt of the Contract Agreement, the successful Bidder shall sign, and return the Contract Agreement to the Employer **for completion of the Employer's signing procedures**. The Contract signing date will be the date when it is signed by the Employer.

Upon notification of the award, the Successful Bidder shall, at its own cost and in coordination with NEPCO, prepare and submit the required hard copies of the complete Contract Documents.

38. Complaint Procedure

In the event that any Bidders wishes to submit a formal complaint with regard to any aspect of the procurement process, the Bidders shall follow the procedures in accordance with Government Procurement Bylaw no. 8 of 2022 and its instructions.

39. Contract Incoterms:

For execution of this contract, the chosen incoterm is as follows:
DAP, SITE, Jordan – Incoterms 2020

40. Stamps and Fees (Not Applicable)

Stamp duty and award fees are payable on Jordanian contracts. After the placing of a Contract, it is the Contractor's responsibility to purchase legal stamps to the requisite amount which is dependent on the contract value. These stamps duty revenue must be paid to the Ministry of Finance within 10 days (ten) from the date of the letter of acceptance, otherwise, penalty will impose according to the prevailing law. Also, extra stamp duty must be paid in case the Employer issues any variation.

41. Performance Bond

Please refer to volume one- section 3 (conditions of contract)

42. Payments:

Terms of payment for this contract will be strictly according to General Condition of this Contract.

43. Compliance with Regulations and Standards

a) The successful Bidders shall abide by the commercial and professional regulations as required by the Ministry of Industry & Trade, and other relevant Institutions in Jordan.

b) Where compliance with a specific Standard Specification is called for the Standard Specification used shall be that in force at the time of Tender.

c) Although IEC Recommendations and British Standards for workmanship, equipment and materials, have been selected in this Specification as a basis of reference, standards and specifications of other countries and recommendations of other international standard organizations will be acceptable provided they are substantially equivalent to the designated Standards and provided furthermore that the Bidders submits for approval Specifications which he proposes to use.

d) References to brand names or catalogue numbers, if any, in this Specification have been made only for that equipment for which it has been determined that a degree of standardization is necessary to maintain certain essential features, In certain instances such references have also been made for purpose of Convenience to specify the requirements. In either case offers of alternative goods which have similar characteristics and provide performance and quality at least equal to those specified are acceptable.

44. Variance with Government Procurement Bylaw no.8 of 2022

In the event of there being any inconsistency between the provisions of this Instruction to Person Tendering, Conditions of Contract and the Government Procurement Bylaw no.8 of 2022 the provisions of the Government Procurement Bylaw no.8 of 2022 shall prevail and shall be considered as incorporated in the Contract.

45. Prohibited Practices

Bidders, suppliers, sub-suppliers, contractors, sub-contractors, if any, shall observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts[1].

Bidders, suppliers, sub-suppliers, contractors, sub-contractors, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

For the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[1]

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" is

- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- Acts intended to materially impede the exercise of the inspection and audit rights

(i) A **Theft** which means the misappropriation of property belonging to another party.

Employer will reject a proposal for award if it determines that the Bidders recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; and will declare rejection to the Bidders taken timely and appropriate action satisfactory in accordance with applicable Government Procurement Bylaw no. 8 in 2022 to address such practices when they occur.

The Bidders, suppliers, sub-suppliers, contractors, sub-contractors, shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Purchase and to provide to the Employer any information or documents necessary for the investigation of allegations of Prohibited Practices.

46. Domestic preference (Not Applicable)

Where Tenderers propose to import materials, equipment and supplies which are to be incorporated in the Works and those materials, equipment and supplies could be manufactured locally or have a substitute available from local products, then the Employer shall add 15% to the price of that specific item for the purpose of Evaluation. The

[1] In this context, any action to influence the procurement process or contract execution for undue advantage is improper

Tenderer shall be solely responsible to investigate which materials, equipment and supplies could be manufactured locally or have a substitute available from local products.

Further information may be obtained on application in writing to: -
Managing Director
National Electric Power Company,
P.O.Box 2310,
Amman, 11181
The Hashemite Kingdom of Jordan

47. Invoicing

The successful tenderer shall commit with issuance all of his invoices through the Jordanian National Electronic Invoicing System

48. Registration

Foreign Bidders must have a registered local agent or a registered office in Amman. No Interim Payment Certificate shall be processed until such registration has been completed.