

National Electric Power Company (NEPCO)

Tender No. 76-2025

Terms of Reference For

**Engineering Consultancy Services for ..400KV AL Madouna AIS Substation and
Extension of IPP3 400 KV Substation**

Table of Contents

INVITATION TO TENDERERS	7
TENDER ACKNOWLEDGEMENT	9
1. Objective:	10
2. Source of Funds:	10
3. Cost of Tendering:	10
4. Contents of Tender Documents	11
5. Clarification of Tender Documents	11
6. Amendment of Tender Documents	11
7. Language of Tender	12
8. Attachments to the Tender:	12
Attachment 1: Power of Attorney	12
9. Tender Form and Price Schedule (To be submitted in Financial Offer only)	12
10. Tender Prices	12
11. Period of Validity of Tenders	13
12. Bid Bond	13
13. Format and signing of Tender:	14
14. Sealing and Marking of Tenders:	16
15. Deadline for submission of Tenders:	16
16. Late Tender:	17
17. Modification and withdrawal of Tenders:	17
18. Opening of Tenders by Employer	18
19. Preliminary study of Tenders	18
20. Conversion to single currency:	18
21. Contacting the Employer:	18
22. Award criteria:	19
23. Notification of Award:	19
24. Signing of Contract:	19
25. Performance Bond:	20
26. Governing Law:	20
27. Condition of Contract:	20
28. Taxes and duties	20
29. Stamp duty 's and award fees	20
TECHNICAL SPECIFICATIONS	22
1- INTRODUCTION	22
2- Scope of Services:	23

3-Project Schedule	24
4-Engineering Services Implementation:	24
5-Obligations of NEPCO:	25
6-Remuneration & Financial Proposal	25
7-Terms of Payment:.....	26
8- Comments by the Consultant:.....	27
9- Proposals Evaluation:.....	27
10. Organization and Level of Effort:.....	28
11. Staffing:.....	28
12.Qualifications of Bidder:	28
13. Evaluation Criteria:	29
14. Commencement Date:.....	32
15- Submission of Proposal (Attachment 2):.....	33
FORM OF TENDER.....	35
CONTRACT AGREEMENT	39
PERFORMANCE GUARANTEE NO.....	40
ADVANCE PAYMENT GUARANTEE NO.	41
FOR THE BANK (LOCAL BANK)	41
DECLARATION OF PROHIBITED PAYMENTS	42
DECLARATION OF OTHER PAYMENTS	43

INVITATION TO TENDERERS

1. National Electric Power Company (NEPCO) intends to engage the Consultant for the provision of engineering consultancy services for the above project.
2. NEPCO invites Tenderers to submit offers for execution of the required services. Successful tenderer shall be selected based on the technical and financial criteria.
3. Tender Document comprises the following parts:
 - Invitation to Tenderers.
 - Tender Acknowledgement.
 - Terms of reference for consultancy
 - Detailed Price Schedule.
 - Forms.
4. The enclosed Tender Acknowledgement should be filled out and returned to NEPCO immediately after the receiving of the tender Document.
5. Tenders must be completed and delivered to the mentioned address in Jordan as detailed in the instructions to Tenderers in three separate envelopes (one for technical offer and one for financial offer and one for bid bond).
6. All Tenders must be accompanied by a Tender Guarantee in the amount of JD 20000 (twenty Thousand Jordanian Dinars) in the form of a Bank Guarantee issued directly by an approved Bank located in Jordan and in the form provided in the Tender Documents.
7. The envelopes should be sealed and in duplicate (one marked Original and one marked Copy). Two Soft copies (USB/Flash Memory) of the technical offer shall be submitted with the offer.
8. The Bidder shall prepare the technical offer separate from the financial offer. No pricing information shall be included in the technical offer.

9. The **pre-bid meeting** is scheduled as follow:

Date	:	14 days after floating the tender
Time	:	-----
Place	:	NEPCO office

Attendance at the Pre-tender meeting is optional, but all tenderers for this project are strongly encouraged to attend.

The purpose of the meeting is to explain the tenderer requirement and reply to any question you may have; therefore, your assigned representative must be competent and knowledgeable on the scope of the tendered projects.

Questions raised and answered during the Pre-tender meeting will be included in the minutes of the meeting and distributed to the tenderers. Each Tenderer is responsible for the Tenderer's own transportation.

10. Tenders must be received by the Employer not later than 2:00 p.m. Amman local time on (Closing date) at the following address:

The Secretary of Tendering Committee
National Electric Power Company (NEPCO)
P.O. Box (2310).
Amman 11181 – Jordan

• NOTE: Wherever 'Employer' or 'Client' is mentioned in this TOR, it shall be understood to mean the National Electric Power Company (NEPCO).

11. A complete set of Tender Documents may be purchased by interested eligible Tenderer on application to the above and upon payment of a non-refundable fee of JD 3 00(Three Hundred Jordan Dinars).

TENDER ACKNOWLEDGEMENT

National Electric Power Company (NEPCO)

P.O. Box 2310 Amman 11181 Jordan

Telephone : +962-6-5858615 / +962-6-5804000

Telefax : +962-6-5818336.

Attention : Managing Director

Dear Sirs,

We the undersigned
Acknowledge the receipt of the Tender Documents for Tender No. 76-2025
Terms of Reference for Engineering Consultancy Services for Revision of Tendering
Documents for **400 KV AL Madouna AIS Substation and extension of IPP3 400KV
substation.**

We wish to receive all further information concerning these Tender Documents at the
following address:

Name:

Signature:

Address:

Attention:.....

Fax No. :

INSTRUCTIONS TO TENDERERS

A.

Introduction

The National Electric Power Company (NEPCO) is a government owned company responsible for transmitting electrical energy all over the kingdom and supervising the operation and transmission of power through a National Control Center. The transmission network in Jordan consists of 400 and 132 KV transmission lines and Substations feeding the different distribution companies and industries.

The power flow from the generating power stations (owned by other companies feeding into the transmission network and then to the distribution companies and industries.

NEPCO is also responsible for the electrical interconnection with neighboring countries.

1. Objective:

- The objective of the project is to engage the qualified and experienced Consultant to execute the engineering consultancy service works related to Engineering Services and Supervision of Works for:

- Construction of 400 KV AL Madouna AIS Substation.
- Extension of IPP3 400KV substation.

2. Source of Funds:

The Cost of the described works will be financed by NEPCO.

3. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Employer will in no case be responsible or liable for these costs regardless of the outcome of the tendering process.

B. TENDER DOCUMENTS

4. Contents of Tender Documents

4.1 The scope of services required, tender procedures, Contract terms and technical requirements are all prescribed in the Tender Documents. The Tender Documents include:

- INVITATION TO TENDERERS
- TENDER ACKNOWLEDGEMENT INSTRUCTION TO TENDERERS
- TECHNICAL SPECIFICATION
- FORMS

4.2 The Tenderer is expected to carefully read all instructions, forms, terms, specifications and other information in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a offer not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in rejection of its offer.

5. Clarification of Tender Documents

A prospective Bidder requiring any clarification on any aspect of the tender documents may notify the Employer in writing at the Employer's address indicated in the INVITATION TO TENDER". All requests for clarification must be received by the Employer no later than ten (10) days prior to the deadline for the submission of tenders. The Employer will respond in writing to such requests for clarification of the tender documents which it receives. Copies of the Employer's response (including a description of the enquiry but without identifying its source) will be sent to all prospective Bidders who have obtained the Tender Document.

6. Amendment of Tender Documents

6.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether its own initiative, or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by amendment.

6.2 The amendment will be notified in writing to all prospective Tenderers which have received the Tender Documents and will be binding to them. Tenderers are required to immediately acknowledge receipt of any such amendment by email or fax and it will be deemed that the information contained therein will have been taken into account by the Tenderer in its Tender.

6.3 In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tender, the Employer may, at its discretion, extend the deadline for the submission of Tenders.

6.4 All amendment letters shall be attached to the technical offers.

7. Language of Tender

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

8. Attachments to the Tender:

Each Tenderer shall complete and submit with his Tender the following attachments, and all other attachments:

Attachment 1: Power of Attorney

A power of attorney, duly authorized by a Notary Public, indicating that the person (s) signing the Tender have the authority to sign the Tender and thus that the Tender is binding upon the Tenderer during the full period of its validity. Form to be prepared by the Tenderer.

9. Tender Form and Price Schedule (To be submitted in Financial Offer only)

The Tenderer shall complete and submit the Tender form and the appropriate Price Schedule furnished in the Tender Documents in the manner and details indicated therein, following the requirement of Clause 10. (in the Financial Offer Document only).

10. Tender Prices

10.1 Tenderers shall quote for the entire works on a "single responsibility" basis such that the total Tender price covers all the Consultant's obligations mentioned in, or reasonably to be inferred from the Tender Documents including the acquisition of all licenses etc., and such other items and services as may be specified in the Tender Documents all in accordance with the requirements of the Conditions of Contract.

10.2 Tenderers shall give a breakdown of the prices in the manner and details as specified in the Price Schedule.

10.3 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10.4 The Bidders shall fill in rates and prices for all items of the Price Schedules Items against which no rate or price is entered by the Bidders will not be paid for by the Employer and shall be deemed covered by the rates for other items and prices in the Price Schedules.

10.5 In the Letter of Tender, the Bidders shall quote any discounts and the methodology for their application

10.6 The Bidders may state the Tender Price in Jordanian Dinars. However, if part of the Bidders expenses under the Contract are expected to be made in countries other than Jordan, they should use US dollars only.

11. Period of Validity of Tenders

11.1 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.

11.2 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 the bidders refuse the request, the Bid Bond will be returned upon his written request. A Bidders granting the request shall not be required or permitted to modify its tender, except extend the validity of the Bid Bond.

11.3 If the Tenderer retracts during the period of its validity without giving an acceptable justification, NEPCO may, without the need for summons or notice or other legal formalities or establishing that damage has been caused to NEPCO.

12. Bid Bond

The Bidders shall furnish with its Tender, the original of a Bid Bond, based on the form included in Forms, or in another substantially similar form approved by the Employer prior to tender submission. In either case, the form must include the complete name of the Bidders

The Bid Bond amount and currency shall be as specified in invitation to tender.

The Bid Bond shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank; or
- (b) certified check;

Both should be issued from local bank in Jordan

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

The Bid Bond of unsuccessful Bidders shall be returned to them Pursuant to instructions of Government Procurement Bylaw no.8 of 2022.

The Bid Bond of the successful Bidders shall be returned as promptly as possible once the successful Bidders has signed the Contract and furnished the performance security, required under the Contract.

The Bid Bond shall be forfeited:

- (a) if a Bidders withdraws or amendments its tender during the period of Tender validity specified by the Bidders in the Letter of Tender or the tenderer dose not abide by its tender or part thereof or
- (b) if the successful Bidders fails to:
 - sign the Contract; or
 - furnish the performance security, required under the Contract; or
 - accept the correction of arithmetical errors of the tender
 - If the Bidders provided incorrect information or cheated in the information or documents that have been submitted for the purpose of participating in the tender.

The Bid Bond of a JVCA shall normally be in the name of the JVCA that submits the Tender.

The Bid Bond of a JVCA can be in the name of a partner of the JVCA on condition that the Bid Bond clearly specifies the names of all partners of the JVCA and states that the security is submitted for and on behalf of the JVCA.

13. Format and signing of Tender:

13.1 The Tenderer shall prepare an Original and one copy of the Tender clearly marking each one as "Original" and "Copy". In the event of any discrepancy between the Original and the copy, the Original shall govern.

13.2 The Original and the copy of the Tender, each consisting of the documents listed in Tender, shall be signed by the Tenderer or a person or persons duly authorized by written power of attorney.

13.3 The Tender shall contain no interlineations, erasures or overwriting except as shall be initialed by the person or persons signing the Tender.

13.4 The Tender shall submit his technical and financial proposals as described above in two separate sealed packages and each package should be identifiable with clear marking on it "TECHNICAL" or "FINANCIAL" on the outer cover.

13.5 It is the intention of NEPCO to open and evaluate the technical proposal, in the first instance. The 'Technical Package' should not have any financial proposal, but should contains the following only:

- 1- Completed Contract (except Price Schedules)
- 2- Technical details of any alternative proposal
- 3- Documents to provide evidence of the Tenderer's qualification to carry out this

work.

4- Declaration for other and prohibited payments.

5- Information demonstrating the firm's understanding of the proposed project as itemized in clause 9) above.

6- Copy of valid trade license & Commercial registration.

Financial Offer Envelope Contents: -

1. Completed and signed Form of Tender,

2. Completed Schedule of Prices.

3. Attested copy of certificate showing specimen of signatories authorized to sign the form of Tender and Contract Agreement.

C. SUBMISSION OF TENDERS

14. Sealing and Marking of Tenders:

- 14.1 Bidders shall submit their tenders, as specified in the Invitation to Tender
- 14.2 A One-Stage bidding process will be used for this Tender; hence, Bidders will submit the Technical and financial Proposals at the same time.
- 14.3 Employer shall not accept any bid that is submitted after the time specified in the Invitation to Tender.
- 14.4 Delivery of bids by courier shall be at the bidder's own risk. Employer will not assume responsibility whatsoever for delay due to late airmail delivery or for any prematurely opened bids that are not properly marked.
- 14.5 Each page of every document submitted by the Bidder (tender document, technical schedules, offers...etc.) Shall bear his signature, date and stamp.
- 14.6 Incompleteness, non-compliance to Instructions to Tenderers and/or deviations from the Scope of Work and Technical Specifications can be used as grounds for rejection of the Bid Proposal completely.
- 14.7 To dispatch the completed Tender Document and any covering letter only by Air Mail which should be endorsed and labelled in the manner laid down in the Instructions to Tenderers
- 14.8 Technical literature and the like may reasonably be sent by Air parcel or Air freight but since this would then be separated from the actual tender, each parcel should contain specific evidence identifying the Tender to which the contents refer.
- 14.9 The employer will not consider late or incompletely delivered Tenders or literature supporting Tenders due to the actions of any Customs Officer.
- 14.10 The attention of Bidders is drawn to the action of Customs Officers in the discharge of their duties, whereby air parcels are frequently opened.
In their own interests and in order to preserve the confidential nature of the Tender price, Bidders are urged to pay attention for all above items

15. Deadline for submission of Tenders:

- 15.1 Tenders must be received by the Employer not later than the time and date stated in the Invitation to Tender.
- 15.2 The Employer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in accordance with sub-clause 6.3, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Tender:

Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer, pursuant to Clause 14, will be rejected and returned unopened to the Tenderer.

17. Modification and withdrawal of Tenders:

17.1 The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for submission of Tenders.

17.2 The Tenderer's modifications shall be prepared, sealed, marked and dispatched as follows:

- 1- The Tenderer shall provide an Original and one copy of any modifications to its Tender, clearly identified as such, in inner package duly marking the package as "Tender Modifications"
- 2- "Original" and "Tender Modifications - Copy". The Package shall be sealed, duly marking the Package as "Tender Modifications".
- 3- Other Provisions concerning the marking and dispatch of Tender modifications shall be in accordance with Sub-Clause 13.2, 13.3 and 13.4.
- 4- Modifications received after the deadline for submission of tenders will be ignored.

17.3 A Tenderer wishing to withdraw its Tender shall notify the Employer in writing prior to the deadline prescribed for the submission of Tenders. A withdrawal notice may also be sent by TeleFax but must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

The notice of withdrawal shall be addressed to the Employer and bear the tender Number, the contract name and the words "Tender withdrawal Notice" Tender withdrawal notices received after the deadline for submission of Tenders will be ignored and the submitted Tender will be deemed to be a validly submitted Tender.

17.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in clause 11.

D. TENDER OPENING AND EVALUTION

18. Opening of Tenders by Employer

There will be No public Tender opening. The technical offer will be open first. After completion of the technical evaluation, the Financial Offer will be opened only for Tenderers who successfully passed evaluation of technical offers. Financial Offer for non-successful Tender's Technical offer will be returned unopened to the Tenderers.

19. Preliminary study of Tenders

19.1 The Employer will study the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed & whether the Tenders are generally in order.

19.2 Arithmetical errors will be rectified on the following basis. 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. If there is a discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, its Tender will be rejected.

19.3 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.

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

20. Conversion to single currency:

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

21. Contacting the Employer:

21.1 Subject to Clause 22, no Tenderer shall contact the Employer on any matter relating to its Tender, from the time of the opening of Tenders to the time the Contract is awarded.

21.2 Any effort by a Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract Award decisions may result in rejection of the Tenderer's Tender.

E. AWARD OF CONTRACT

22. Award criteria:

22.1 Subject to Clause 22, the Employer will award the Contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined as the best evaluated Tender according to Technical specification, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

22.2 Employer's right to accept any Tender and to reject any or all Tenders.

22.3 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 award of contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of Award:

23.1 Prior to the expiration of the period of Tender validity, the Employer will notify the successful Tenderer in writing by letter or by telefax, to be confirmed in writing by letter, that his Tender has been accepted.

23.2 The notification of award will constitute the formation of the Contract, which shall be deemed effective from the date of the said notification subject to the fulfillment of the conditions stated in the conditions of contract.

24. Signing of Contract:

24.1 At the same time as the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will send to the Tenderer the contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.

24.2 Within 30 days of receipt of the Contract Agreement, the successful Tenderer shall sign the Contract Agreement and return it to the Employer. The Contract signing date will be the date when it is signed by the Employer.

25. Performance Bond:

25.1 Within 28 days of the date of the letter of Award, the successful Tenderer shall furnish the performance bank guarantee in the amount of 10 percent of The Contract price in the form given.

25.2 If the contract value is increased during the contract duration, the consultant is required to increase the amount of performance guarantee to the requisite value.

26. Governing Law:

Law governing this contract is the Jordanian Law.

27. Condition of Contract:

Generally, the consulting services shall conform in all aspects to the relevant FIDIC - Client / Consultant Model Services Agreement, 4th edition 2006. (White Book).

The Bidder shall follow the procedures in accordance with Governmental procurement bylaw no 8 of 2022 and its instructions.

28. Taxes and duties

28.1 The employer shall be liable for income and other taxes due in Jordan.

28.2 The Consultant shall obtain, at his own cost, work and resident permits from the appropriate Jordanian authorities to enable foreign personnel to work in Jordan.

28.3 The Consultant shall be responsible for all formalities in connection with passports, obtaining visas, police permit, and expenses for custom duties and shall also be responsible for the custom duties and other import charges related to personal goods of foreign personnel employed on the project.

28.4 The Consultant shall be responsible for investigating and conforming with all requirements of Jordanian Law which will affect or apply to him or his Contract.

28.5 The consultant will be retained on the basis of fixed man months rates with no escalation, including all main and incidental costs for the entire duration of the project.

29. Stamp duty 's and award fees

Stamp duty and award fees are payable according to Jordanian laws and after the placing of a Contract, it is the Contractors responsibilities to purchase legal stamps to the requisite amount depending on the Contract value and those legal stamps and award fees shall be

paid to the ministry of finance within 10 days from the date of contractor receiving of the letter of award.

If the contract value is increased during the contract duration, the Independent Engineer is required to pay extra stamp duties depending on the additional services amount.

NATIONAL ELECTRIC POWER CO. (NEPCO)
SUBSTATIONS DESIGN DEPARTMENT
TENDER No. 76- 2025
TECHNICAL SPECIFICATIONS

1- INTRODUCTION

The National Electric Power Company (NEPCO) is a government owned company responsible for transmitting electrical energy all over the kingdom and supervising the operation and transmission of power through a National Control Center. The transmission network in Jordan consists of 400 and 132 KV transmission lines and Substations feeding the different distribution companies and industries.

The power flow from the generating power stations (owned by another companies) feeding into the transmission network and then to the distribution companies and industries.

NEPCO is also responsible for the electrical interconnection with neighboring countries.

In order to connect a solar project (100MW) into NEPCO grid and to fulfill the growth of the electrical load for the economic and domestic sectors all over the kingdom, and to have a stable and continuous supply of electricity, NEPCO intends to proceed with the following works:

A. Construction of a new switching substation:

- **AL-MADOUNA 400 kV AIS SUBSTATION**
 - Construction of a six-bay double bus bar type AIS 400kV outdoor substation in Al-Madouna area, comprising two generator circuit bays, two overhead transmission line circuit bays, with one bus section circuit bay and one bus coupler circuit bay with all their accessories.
 - Supply of protection and control equipment, including all AC and DC power supply systems, batteries, battery chargers, and all associated accessories.
- **EXTENSION OF EXISTING IPP3 400KV SUBSTATION**
 - Expansion of the existing substation by adding two 400 kV overhead transmission line circuit bays with all their accessories.

Attached the SLD for the substations

B. NEPCO invites consultancy firms to offer their services for the following:

Design stage and follow up for new AL Madouna 400KV Air insulated switchgear and extension of IPP3 400 KV substation.

2- Scope of Services:

The consulting Engineer is expected to acquire himself with the existing transmission system, the present electrical load and future load expectations according to the load studies done by NEPCO specifically, the consultant shall:

1. Kick-off meeting with the Contractor.
2. Project time schedule.
3. Completion of contract document: The consultant will prepare all relevant document related to the contract such as tender document, tender clarifications, correspondences, amendments etc. to be bound in a contract form for NEPCO approval before issuing for signing by both parties
4. Participate in the engineering stage to review and monitor the contractor's design drawings, and recommend approval to the Employer in compliance with the contract documents.
5. Review all necessary drawings, equipment offers, calculations during the engineering stage to coordinate the work being carried out by various contractors.
6. Review of testing and commission procedure.
7. Witnessing factory acceptance tests
8. Review of Contractor's quality control
9. Supervise and coordinate all details of the construction work on site, and review the contractor site safety procedures.
10. Supervise equipment erection and witness the testing and operation of the project.
11. Provide on the job training during all engineering phases and project support for client personnel.
12. Monitoring the quality of construction and site works
13. Review of payment applications and contractors' invoices
14. Assistance in contractual matters
15. Monthly meetings
16. Quarterly progress reports
17. Review and approvals of all submissions
18. Witnessing of tests on completion, commissioning tests and handing over
19. Acceptance of works and preparation of acceptance certificates
20. Project completion report

NOTE: NEPCO IS PROCEEDING WITH THE TENDER PREPARATION AND THE CONSULTANT WILL CARRY ON ONCE APPOINTED

3-Project Schedule

Based on above, the consultant is expected to issue a project schedule from date of signing of consulting Engineering Services Agreement, to design and engineering activities.

The Consultant's scope of services shall commence from the design and engineering stage only and shall not include the review of tender documents, tendering procedures, bid evaluation, or contract award activities.

Accordingly, the Consultant is required to submit a detailed project schedule starting from the date of signing of the Consulting Engineering Services Agreement, covering the design development, detailed engineering, technical studies, and all related engineering services within the scope of the contract.

All activities related to the preparation of tender documents, issuance of tenders, receipt and evaluation of bids, and contract award shall be carried out by the Employer and shall be considered outside the Consultant's scope of services.

The Consultant shall ensure that the submitted design and engineering schedule is aligned with the overall project programme, including the anticipated construction period of 27 months from the date of contract award.

4-Engineering Services Implementation:

- The Consultant Office shall submit nominations for the individuals who are proposed for these services and expected man months of each.
- The Consultant with the assistance of the Client will undertake the work involved in the preparation of designs, drawings, and specifications to produce bidding documents to issue the tender.
- The Consultant in conjunction with the Client will study the tenders received in order to produce a Tender Report.
- The Consulting Engineer will act as Engineer for the switchgear equipment etc, up to the issue of the Final Certificates.
- The Consultant home office is expected to participate /support the working staff all through design phase, engineering, supervision, commissioning.
- the proposed consultant should be qualified to perform the above work with the minimum assistance from home office, however the time allocated for home office should not exceed

the time specified in the price schedule.

Although most of the works shall be through the consulting engineer in Jordan, however, some design works, calculations review, beside staff support and visit to Jordan is expected from the main office.

5-Obligations of NEPCO:

- NEPCO would make available to the consultant all reports and data as available in NEPCO offices.
- NEPCO staff will always be available to interact with the consultant staff. The intention of NEPCO is to appoint a counter part to each of the consultant experts.
- NEPCO will provide the consultant with offices, secretarial facilities and local transport during the working hours to site when needed and collection from / to airport.
- NEPCO will produce the tender documents being finally reviewed, updated by NEPCO for tendering purposes.

6-Remuneration & Financial Proposal

- The Remuneration to be paid to the Consultant for the services to be performed shall be calculated on a staff time and witness's basis, based on fixed rates the Remuneration for the Engineering Services of the Consultants for works done in the head offices and in Jordan, daily or monthly fixed rates during the implementation period.
- The total fees for Consultant will be calculated according to the schedule of the required services and specialists included in the attached price schedule. The total fees for each activity shall not be exceeded without the prior approval of the Client.
- The fixed rates of the Consultant staff at the home office shall include all expenses such as salaries, overheads, profit, insurance, social benefits, and other relevant expenses.
- The fixed rates of the Consultant staff for works done in Jordan shall include all expenses to cover economy class international travel, miscellaneous travel, and Hotel accommodation.

7-Terms of Payment:

Consultant shall submit invoices as per the actual progress as following breakdown:

- ***Advance payment:***

Ten (10) percent of the total contract value will be paid as advance payment within thirty (30) days from the date of an interim payment certificate which will be issued and signed by NEPCO against submitting of:

- Advance payment bank guarantee at the same value.
- Correct invoice.
- Performance bank guarantee equals 10% of the total contract value. This payment will be deemed as progress payment.

- ***Lump sum:***

The correct invoices which are represented in the Total 85% of the total LS value will be paid within sixty (60) days from the date of the interim payment certificate (except for Warranty Period Services that will be payed after expiring the maintenance period which is 24 months) which will be issued and signed by NEPCO against submitting of:

- correct consultant's invoice.
- Complete report of lump sum works for each item approved by Nepco .

- ***Site supervision:***

The correct invoices which are represented in the Total 85% of the total amount of supervision value will be paid within sixty (60) days from the date of the interim payment certificate which will be issued and signed by NEPCO against submitting of:

- ❖ ***Lump sum works:***

- Correct consultant's invoice.
- Complete report of lump of lump sum works each item

- ❖ ***Site works***

- Correct consultant's invoice
- Complete report for the said month showing activity and man supervision

- ***Retention:***

Five Percent (5%) will paid against issuance of taking over certificate for Substation contract within sixty (60) days from the date of an interim payment certificate which will be issued and signed by NEPCO against submitting of consultant's correct invoice.

- ***Bank Charges:***

For any method of payment all bank charges; commissions and expenses inside and outside Jordan are to be for the consultant's account.

- **Additional Works:**

All conditions and terms of payments mentioned in this agreement are applied on Additional Services (if any).

8- Comments by the Consultant:

The consultant is to study the T.O.R clearly and issue any questions during bidding period. The consultant may make comments in his proposal to this T.O.R or scope of work, to be indicated in the technical offer, the financial implications if any, of these recommendations should be clearly indicated in the financial proposal.

9- Proposals Evaluation:

The lowest evaluated Financial Proposal (**Fm**) shall be given the maximum financial score (**Sf**) of **100**.

The financial scores (**Sf**) of all other Proposals shall be calculated according to the following formula:

$$\mathbf{Sf = 100 \times (Fm / F)}$$

where **Sf** is the financial score, **Fm** is the lowest evaluated price, and **F** is the price of the proposal under consideration.

The Technical Proposal shall be evaluated based on the technical experience of the staff allocated for this project, the proposed methodology of implementation, and the understanding of the Scope of Services.

The weights given to the Technical (**T**) and Financial (**P**) Proposals shall be as follows:

- **T = 70%**
- **P = 30%**

Proposals shall be ranked according to their combined technical (**St**) and financial (**Sf**) scores using the above weights, in accordance with the following formula:

$$\mathbf{S = (St \times 70\%) + (Sf \times 30\%)}$$

Your proposal shall be valid for 180 days from the date of submission.

10. Organization and Level of Effort:

An organization chart showing relationships and divisional duties among professional personnel assigned to the project. A staffing schedule indicating professional, technical and clerical positions, number of people to be assigned, their function, their estimated man —day effort, period of assignment and location where work will be performed. Information concerning the workload of the Bidder and its ability to provide the services proposed.

11. Staffing:

The Bidders experts assigned for this project should have in house experience directly related to similar job not less than **10 years**. Experience resumes and biographical data of every professional and key technical staff member to be assigned including date of birth, nationality, education, date and level of degree, professional qualifications and registration, chronological experience record indicating years, job title and description, employer, level of responsibility overseas (Experience, listing dates and countries).

12. Qualifications of Bidder:

12.1 The Bidder shall submit any information or elaboration of such, fully demonstrating the Bidder's particular capabilities (**including financial capability for the last 3 years**) to perform the tasks described in the Scope of work. Names, details, starting date, and completion date the "Consultancy Services for 400KV AL Madouna AIS Substation and extension of IPP3 400KV substation.

12.2 The Bidding Consultant shall detail all the costs relevant to the consultancy services, fill in the price schedules, specify the lump sum fixed cost, and the fixed rates on time basis, and man hour for each of his experts to be assigned to work for this Project at his own offices, at the manufacturers offices/factories and at site in Jordan.

12.3 The Consultant shall include in his offer for the following none — reimbursable services and / or supplies and equipment for his expatriate and home office supporting services:

- Living accommodation in Amman.
- Cars for the daily use of his candidates.
- Home office support administration.
- Fees
- Salaries.
- International travel economic class.
- Levies
- Medical Costs.
- Relevant Insurance
- Domestic travel

- Relocation expenses
- The Consultant shall be responsible for all formalities in connection with passport, visa application, work permit and all requirements as per Jordan instructions for foreigners as related to personal stay and goods.

12.4 The Bidding Consultant should include in the offer his plan as well as a timetable to carry out the works.

12.5 In exceptional circumstances, NEPCO may solicit the Bidder's consent to an extension of the period of validity of the Bid. The request and responses thereto shall be made in writing or by telefax if a Bidder accepts to prolong the period of validity.

13. Evaluation Criteria:

13.1 Evaluation Criteria shall be as follows:

Points

a. General consultant qualifications

General company presentation, location of the Head office, list of the offices abroad, list of the services performed, year of establishment, certifications, financial result/annual reports and similar general documentation to present the consultant capabilities, company organization chart.

Reference list clearly indicating the following: name and title of the consultancy project, Client name, years of execution (award/completion), short description of the project scope and total value of the consultancy contract.

10

Description of the project should include reference to the design review and preparation of detailed design.

b. The consultant qualifications, general and international experience (Middle East experience is considered as advantage) in the field of the assignment, including experience in conducting similar services supported with clear documentary evidence (minimum five projects i.e. End User Certificate) with the following conditions (35 points): -

- Shall be written in English language or duly translated according to clause No.7 of the instructions of Tenderers.
- Shall specify general information of the project and scope of work.
- The date of issuance of the End User Certificate shall be after the date of completion for the project.

35

- The detail addresses and contact person for all projects should be indicated.
- Failure to supply the required qualification documentation to satisfaction of the Employer or any forged certificate or any dummy and unreal project found may result in rejection of the tender.

c. The adequacy of the proposed methodology and approach in responding to the requirements as outlined in the Terms of Reference as follows (30 points): 30

- Understanding of the objective (7 Points).
- Quality of methodology (6 Points).
- Work Plan and Progress (7 Points).
- Organization and Personnel Schedule (10 Points).

d. Project Organization and Curriculum Vitae of the personnel assigned to the project should be included in the proposal 25

These will be used in the evaluation process as follows:

- General qualifications (6 Points).
- Adequacy for the assignment (10 Points).
- Language capabilities and experience in the Middle East (4 Points).
- Involvements in skills transfer programs and training ability (5 Points).

Total point = 100

	Criteria	Grade
General consultant qualifications	Company Profile	1
	Site offices and Activities World wide	1
	Company Organization Chart	2
	Financial Report	4
	Reference list	2
	End user certificates in similar projects	30
	Experience in Middle East	2
	International Certification	3

	Criteria	Grade
Proposed Methodology	Understanding of the objective	7
	Quality Methodology	6
	Presentation of the work plan program	2
	Bar charts & S-Curve	2
	Description of the Activities	3
	Project Organization Chart	5
	Manpower Histogram	5

	Criteria	Grade
Project organization	Experience with similar 400 kV GIS works	6
	Adequacy for the assignment	10
	Language Capabilities and experience in the Middle East	4
	Involvement in the skills transfer programs & training Ability	5

13.2 The minimum technical score required to pass is 75 points.

13.3 Technical & Commercial scores for this bid will be mixed in the ratio of technical score 70 points, commercial offer 30 points.

13.4 The Tenderer may state the Tender Price in Jordan Dinars. If however, a portion of the Tenderers expenditure under the Contract is expected to be made in countries other than Jordan he may state a corresponding foreign currency portion of the Tender Price in the currencies of those other countries.

13.5 The successful Consultant whose proposal receives the highest score will be advised by telefax and will be invited to conclude Contract negotiations.

In such events the Consultant or its authorized representative should be prepared to

commence negotiations at NEPCO within 14 days of the receipt of such a notice. Failure of the Consultant to commence negotiations within the time specified may result in the withdrawal of the invitation. In the event agreement cannot be reached during the negotiation phase, negotiations will be terminated and new negotiations may be initiated with others.

14. Commencement Date:

The commencement date of the consultancy services is the date of the Letter of award.

15- Submission of Proposal (Attachment 2):
PRICE SCHEDULE

Proposal Price Schedule for substation Consultant				
Description Work done in Jordan	Unit	No. of Unit	Unit Rate ()	Amount ()
1. Engineering Stage:				
2.1 Electrical Engineering				
2.1.1 Equipment approval	LS			
2.1.2 Calculation approval	LS			
2.1.3 Schematic and drawings approval	LS			
Total				
2.2 Civil Engineering	LS			
2.2.1 Review & Approval of the General Layout & walls finished level (Calculation and drawings)	LS			
2.2.2 Steel structure approval and steel structure foundation (calculation and drawings)	LS			
2.2.3 Foundation details and layout with all outdoor electromechanical details for outdoor (calculation and drawings)	LS			
2.2.4 Buildings (Calculation & drawings) civil, arch, electromechanical. drainage system for rainfall.	LS			
Total				
2. Site Supervision and Commissioning Stage				
3.1 Site Supervision				
3.2 Resident Project Manager	MM	24		
3.3 Substation Engineer	MM	24		
3.4 Civil Engineer	MM	24		
3.5 Commissioning Engineer	MM	3		
3.6 Factory Inspection -FAT Attendance	Nos	4		
Total				
4. Warranty Period				
4.1 Warranty Period Services	LS			
Total				

Day work in NEPCO starts at 7.30AM and finishes at 4.00PM, Friday and Saturday are holiday.

The total contract price is firm and shall cover all the required consultancy works required to have a complete job.

At home office:

MH: Man hour

At Jordan:

MD: Man Day

MM: Man month

LS: Lum Sum

For evaluation purposes the tender prices will be evaluated based on equivalent JOD

Central Bank of Jordan selling price on the date of tender opening

In case an extension of contract is needed the above price will be valid

Forms

FORM OF TENDER

The MANAGING DIRECTOR,
National Electric Power Company
P.O. Box 2310.
Amman 11181.
THE HASHEMITE KINGDOM OF JORDAN

Dear Sir,

- 1- Having examined the conditions of terms and references for the above works, we, the undersigned offer to conduct all works as per indicated in the scope of works for a/m terms of reference, for the sum of.....
.....
.....
or such other sum as may be ascertained in accordance with the said Conditions.
- 2- We agree that this Tender shall be held open for acceptance or rejection for the validity period of 180 days from the date fixed for opening Tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 3- Unless and until a formal Agreement is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

If our Tender is accepted, we will deliver to National Electric Power Company within 15 days of being called upon to do so a Performance Bond by a bank (to be approved by the purchaser) to be jointly and severally bound with us in a sum equal to 10% of the value of the contract and valid for the whole implementation period of the Contract. The form of the Performance Bond will be as attached hereto.

We propose the following Bank surety (or sureties) in this respect:

.....
.....

- 4- We undertake if our Tender is accepted and on receipt of your acceptance to commence all works indicated in the scope of works offered within calculated from the date of written acceptance of the Tender, and to provide final tenders documents within a further weeks.

- 5- We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this ----- day of -----, **2026**

Signature in the capacity of R+ duly authorized to sign tender for and
on behalf of

.....
Address.....

Occupation

**TO: M/S NATIONAL ELECTRIC POWER COMPANY (NEPCO)
P.O.BOX 2310, AMMAN, 11181
THE HASHE`MITE KINGDOM OF JORDAN
(HEREINAFTER CALLED THE EMPLOYER)**

**SUBJECT: OUR BID BOND GUARANTEE NO. ()
AMOUNT: JOD 20000**

EXPIRY DATE:

DEAR SIRS,

NAME OF THE CONTRACT: TENDER NO. 76/2025 FOR "THE ENGINEERING CONSULTANCY SERVICES FOR AL MADOUNA 400 KV AIS SUBSTATION AND EXTENSION OF IPP3 400 KV SUBSTATION.

WHEREAS (NAME OF THE TENDERER) (HEREINAFTER CALLED "THE TENDERER") HAS SUBMITTED ITS TENDER DATED (DATE OF THE TENDER) FOR THE ABOVE-NAMED CONTRACT (HEREINAFTER CALLED "THE TENDER") AT THE REQUEST OF (NAME OF TENDERER) (HEREINAFTER CALLED "THE TENDERER") WE, (NAME OF THE BANK) OF (ADDRESS OF THE BANK) ISSUE IN YOUR FAVOUR OUR IRREVOCABLE AND UNCONDITIONAL BID BOND NO.() FOR TENDER NO. 76-2025 FOR " THE ENGINEERING CONSULTANCY SERVICES FOR AL MADOUNA 400 KV AIS SUBSTATION AND EXTENSION OF IPP3 400 KV SUBSTATION IN THE AMOUNT OF SAY (IN WORDS).

IN THIS CONNECTION, WE, BANK OF (NAME OF THE BANK, CITY, COUNTRY), HEREBY CONSIDER OURSELVES RESPONSIBLE FOR THE UNCONDITIONAL PAYMENT TO YOU OR YOUR AUTHORIZED REPRESENTATIVES OF THE ABOVE SUM ON YOUR FIRST WRITTEN DEMAND IN WHOLE OR IN PART NOT WITHSTANDING ANY OBJECTIONS ON THE PART OF THE ABOVE-NAMED TENDERER AND WITHOUT ANY NEED FOR NOTARIAL WARNING OR JUDICIAL PROCEEDINGS.

THIS BOND REMAINS VALID FROM THE DATE OF ISSUANCE TILL ITS EXPIRY DATE ON (DATE OF EXPIRY) FOR A PERIOD OF (180) DAYS, UNLESS IT IS EXTENDED OR RENEWED UPON THE EMPLOYER'S REQUEST WITHIN THE BID BOND VALIDITY.

YOURS FAITHFULLY

BANK OF (STAMP & SIGN)

Note: if a foreign bank requested a local bank for the issuance of this BID BOND, then both BANKS shall be stated clearly.

CONTRACT AGREEMENT

This Agreement is made the day of2026 Between

..... of (hereinafter called "the Client") and
Of (Hereinafter called "the Consultant").

Whereas the Client requires that certain works should be provided and executed by the Consultant, namely.....

..... and has appointed
..... as

The Engineer for the purposes thereof and has accepted a Tender by the Consultant for the provision and execution of such works in the sum of

..... (Hereinafter called "the Contract Price ")

Now it is agreed as follows:

- 1- In this Agreement words and expressions shall have the meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
- 2- The following documents shall be deemed to form this Agreement: -
 - a) The letter of award/ letter of Acceptance
 - b) Letter of Tender.
 - c) Instruction to Tenderers.
 - d) The Technical Specification.
 - e) The Schedules.
 - f) The Tender, post tender correspondences and any amendment to the tender.
- 3- The Contractor shall provide, execute and complete the Works and remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4- The Employer shall pay the Contractor in consideration of the provision execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5- The parties have entered into this agreement in accordance with their respective laws and statutes of constitutions of the date hereof by their duly authorized signatories.

Signature(s) on behalf of the Employer:
the Consultant

Signature(s) on behalf of

PERFORMANCE **GUARANTEE NO.**

M/S., NATIONAL ELECTRIC POWER COMPANY (NEPCO) AMMAN –JORDAN

At the request of Bank (The Foreign Bank) and on behalf of M/S

..... (The Contractor's Name and Address), We (The Local Bank) issue in your favor our irrevocable and unconditional performance guarantee No..... for Contract No. 76-2025 in the amount of (.....)

..... (in words) In this connection we

(local bank) hereby consider ourselves responsible for the unconditional payment to you or your authorized representatives of the above sum on your first written demand in whole or in part notwithstanding any objections on the part of the above named contractor and without any need for notarial warning or judicial proceedings.

This guarantee remains valid from the date of issuance till its expiry date onunless it is extended or renewed upon the Employer's request.

BANK (LOCAL BANK)

ADVANCE PAYMENT GUARANTEE NO.

M/S., NATIONAL ELECTRIC POWER COMPANY (NEPCO)
AMMAN - JORDAN

At the request of..... Bank (The Foreign Bank) and on
behalf of M/S..... (The Contractor's Name and Address)
we..... (The Local Bank) issue in your favor our irrevocable and
unconditional advance payment guarantee No..... for contract No. 76/2025 in the amount of ().

..... (In words)

In this connection we.....(local bank) hereby
consider ourselves responsible for the unconditional payment to you or your
authorized representatives of the above sum on your first written demand in whole
or in part notwithstanding any objections on the part of the above named
contractor and without any need for notarial warning or judicial proceedings.
This guarantee remains valid from the date of issuance till its expiry date on
.....unless it is extended or renewed upon the Employer's request.

FOR THE BANK (LOCAL BANK)

The Tenderer is required to submit a declaration for prohibited payments in a separate envelope whether such payments have been paid or not and the offers of all contractors that do not include such declaration will be rejected.

DECLARATION OF PROHIBITED PAYMENTS

(i) We

The undersigned, declare that we have read and comprehended the provision under Part E clause C of TERMS OF REFERENCE related to this contract and in compliance with this Sub clause ; we enclose a declaration property signed and sealed representing and warranting to the first party (The Employer) that no direct or indirect commissions, consulting fees, agent fees, Tender fees or other payments, and no inducements or the giving of any things of value, have been made or promised to be made, indirectly, by or on behalf of the Contractor, its subcontractor and it's or their employees, agents or representatives, of the first party (the employer) (collectively " prohibited payments"), including without limitation any official, employee, agent or representative, (whether or not acting in an official capacity "of the first party (The Employer) (A " Government person") in connection with the solicitation, bidding, negotiation, award or performance of this contract ; and (ii) hereby covenants and agrees that no prohibited payments shall be made or promised to be made, directly or indirectly, by or on behalf, of contractor, it's subcontracts and it's or their employees, agents or representatives to any government person in connection with the amendment, modification, renewal, extension of performance of this contract.

Contractor's Name

.....

Name of authorized signatory

.....

Signature

Seal.....

DECLARATION OF OTHER PAYMENTS

(ii) We

The undersigned, declare that we have read and comprehended the provision under Part E Clause B of TERMS OF REFERENCE related to this contract and in compliance with this Sub-clause; we enclose a declaration property signed and sealed disclosing any and all direct or indirect commissions, consulting fees, agent fees, tender fees or other payments or inducements or the giving of anything of value collectively,

Third party payments to third parties or other than any Government person (a "Third Party "), including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of the Contractor, its subcontractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this contract; and (ii) hereby covenants and agrees promptly to disclose the first party (The Employer) in writing the existence of any Third party payments including without limitation, a detailed description of the basis, therefore, upon the earliest to occur of Contractor making or being obligated to make, any such Third party payments.

Contractor's Name

..... Name of authorized signatory
.....

Signature

.....

Seal.....

The Tenderer is required to submit a declaration for prohibited payments in a separate envelope whether such payments have been paid or not and the offers of all contractors that do not include such declaration will be rejected.