

**NATIONAL PETROLEUM CO.**  
**Procurements and Warehouses Department**  
**Tel.: 5548888**  
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**P.O Box: 3503 – Amman 11821 – Jordan**

**Special Conditions**

Tender No.....

**Note :The Arabic Version Shall Prevail in the Event of Uncertainty of the  
Meaning or any Inconsistency or Conflict Between the English  
Translation and the Arabic Version**

- 1 The prices shall be offered free from customs, import fees and any other fees; including sales tax, exemptions and facilities stipulated for in the valid regulations of encouraging the industry and investment.
- 2 The bidder shall present his prices for each single item based on ..... Delivery terms.
- 3 The prices shall be offered by JOD, otherwise the JOD exchange rate declared in the central bank bulletin on opening offers date.
- 4 Should the bidder request documentary LC, the company shall open irrevocable LC covering the full amount in the favor of single beneficiary only who shall be nominated by the bidder. The company does not assume any responsibility as to any expenses or commissions outside Jordan in addition to the correspondent and/or promotion bank charges and any amendments on the LC.
- 5 The company maintains its right to grant the tender award to the best offer bidder; technical and financial. The company is not committed to award the tender to the bidder who offers the cheapest offer, without showing reasons.
- 6 The bidder commits to apply all technical specifications as to required materials referred to in the tables attached to the tender conditions.
- 7 The bidder binds to specify the manufacturing origin of required materials once submitting his offer.
- 8 The bidder shall present Bid Bond at 5% of total price valid for two months.
- 9 The awarded bidder commits to submit performance bond at 10% of total tender value, during one week from being notified of the award, covering the delivery period. Should the bidder fail to present such bond the company shall be entitled to seize the bid bond and award the tender to the 2<sup>nd</sup>. bidder who follows him.
- 10 The offers shall be presented with the Bid bond in one closed envelop whereas the company and bidder; names and addresses and tender number are written thereon in clear writing as well as closing date, otherwise the company shall be entitled to disregard the offer.

- 11 The offers which are not signed in due manner or received later than fixed delivery time shall not be accepted. Moreover, the incomplete offers, in terms of address, price, documents & bid bonds shall also be disregarded.
- 12 The bidder shall fix the time needed for materials delivery to the agreed upon destination, such time shall be calculated from date of award notification. Supplying and delivery of the materials is important and shall be taken into account once issuing the award.
- 13 The winner shall present certificate of origin of the supplied materials stipulated for in the tender invitation.
- 14 In order to facilitate the clearing procedures and obtaining the exemption letters, the winner shall submit the shipping documents issued in the name of National Petroleum Company.
- 15 The winner shall pay stamps fees due on the tender during maximum period of one week from date of award notification; i.e. 0.006 of the award value.
- 16 Delayed delivery is not allowed, otherwise the general manager of the company shall impose penalty on the winning bidder @ 0.005 of delayed goods value/delayed day. Should the delay period is less than one week, the bidder is exempted from such penalty. If the delay term exceeds seven days, the penalty shall be calculated from the first delayed day, provided that total imposed penalty shall not exceed 10% of delayed goods value, and further the delayed period shall not exceed 3 weeks.
- 17 Should the winning contractor abstain from supplying the materials during the scheduled term, the general manager shall have the right to take any of the following procedures:
- a. Cancelling the award decision and seizing the bid bond value
  - b. Buying the materials from another source on the bidder account and charging him by the costs, expenses and differences in the prices.
  - c. Carrying out any other suitable procedures.
- 18 The winner is not entitled to claim the differences originating from currency exchange in case it is changed, or claiming the loss or damage value that he may suffer due to carrying out his obligation.
- 19 The local bidder shall submit registration certificates in the Ministry of Industry and Trade and Amman chamber of commerce within the offer documents.
- 20 The offer shall be deposited by the bidder in the offers box at Secretary of tenders commission before the closing date. Any offer received after such date shall be disregarded and returned, closed, to its source.
- 21 Materials' delivery commences after one week since award notification date and not offer's opening date.
- 22 The company shall have the right to fractionate the tender as it deems fit.
- 23 The winning bidder binds to pay the advertisement cost in local newspapers.
- 24 Closing date is fixed at 12:00 noon on .....
- 25 For more inquires please contract the procurement and warehouses department / materials section.

**Appendix No. (1)**  
**General Conditions**

**Tenders Regulations No. (1) of 2000**

**Regulations set out for regulating the tenders procedures and general conditions to follow in hiring contractors.**

**a. Bid Bonds**

- 1 The bidder shall attach financial deposit; Bank Bond, or attested check issued by any of the licensed banks or financial institutions practicing its activities in the Kingdom to the favor of National petroleum Co.,. The value of such bond is ( ) JOD, and to be valid for sixty days from date of offers closing date, except the tender invitation stipulates otherwise.
- 2 The Bid bonds shall be handed back to its submitters pursuant to:
  - a. Those that are not awarded the tender, and the issued award decision acquires the absolute degree.
  - b. Those whose offers validity is over and do not wish to renew based on their written demand.
  - c. Those who win the award after submitting the performance bond

**b. Performance Bond**

- 1 The bidder is considered committed to submit performance bond for the awarded bid; represented by Bank Bond or certified check issued from any licensed bank or financial institution in Jordan. The bond value shall be minimum 10% of the total price for supplies and 15% for works or technical services awarded thereto or the value estimated by the tenders' commission for unlimited value awards and further for the period fixed by the General Manager or his representative in the award letter.
- 2 It is not allowed to offer bond for more than one tender, and it is allowed to accept one bid bond and performance bond for same tender, if such bond includes free text as to such issue, taking into account the value and validity sufficiency as to performance bond.
- 3 The performance bond shall be delivered back to the contractor after carrying out all its obligations in the contract and such delivery shall be made via written demand to release the bond, after submitting

maintenance bond and bad workmanship bond if the tender conditions include thereof.

**c. Maintenance Bond**

- If the special conditions of the tender require such bond and shall be offered via bank bond or certified check issued from licensed bank or financial institution practicing its business in Jordan at minimum 5% of supplies value or guaranteed works. Such bond shall be delivered back to the contractor after fulfilling all his obligations. Should the contract fail to submit such maintenance bond, the company shall have the right to seize the deposit value, perform maintenance on the contractor account and charging him by the prices differences.

**d. Bad workmanship bond**

- 1 Notary bond shall be submitted to guarantee the bad workmanship if stipulated for in the tender conditions. The period of such bond shall be at least for one year as to all supplies in addition to 15% of its value.
- 2 If bad workmanship is confirmed the contractor shall replace the supplies with other new supplies during two months maximum. The company shall have the right to impose penalty that suits the period of replacing the supplies, damages and expenses originating there from. The guarantee term shall be re-calculated since date of offering the new supplies.
- 3 If the contractor fails to carry out the foregoing, the bond value shall be collected in full pursuant to procurements and works system or any other mean. 15% of supplies value that suffer bad workmanship shall be deposited in the company account and the remaining value shall be allocated to buy the supplies on the contract account. Also the contractor shall pay all supplies cost, expense or damages that the company may suffer.
- 4 The bond shall be released after the fixed period end and no bad workmanship cases are registered.

**e. Submitting offers by the bidder**

- 1 The bidder shall prepare his offer based on the invitation documents after reading such documents and understands its contents. In case of any shortage in such documents, the contractor shall require such

- missing documents from the company, otherwise he shall bear or outcomes originating there from.
- 2 The bidder shall prepare his offer and prices via tables and forms attached to the invitation, signing, sealing all the invitation documents and attaching thereof to his offer. The contractor may add extra documents or information he wishes to add and deems fit for his offer. He has to mention its complete address in his offer; PO Box No, Tel, Fax, e mail if any, to serve any correspondences thereto. All correspondences served to such address or via post or any other mean as if received by the contractor in due time.
  - 3 The offer shall be prepared in two counterparts (original and copy) duly printed or written in blue dry ink Free of deletion, modification and erasure or addition. If the circumstances require the foregoing the contractor must sign in red dry ink besides such amendments. The price shall be inserted in figure and letters. The contractor shall also insert the unit and total price for all items or article. The price is considered including packaging & packing as to the supplies, otherwise the company may ignore the offer.
  - 4 The bidder, once requested, may offer data and due documents including his expertise, technical & financial capacity, his services or any other requirements to confirm his ability to fulfill his obligations and the tender requirements.
  - 5 The bidder shall submit his offer via two separate counterparts with the Bid Bond in one closed envelop, unless the tender invitation stipulates otherwise. His name and address shall be inserted therein as well as tender number & closing date, otherwise the company shall have the right to disregard such offer.
  - 6 The offer shall be deposited before the closing date to avoid any emergency sequences. Any offer reaches the tenders box after the closing date shall be ignored and returned to its source duly closed. If the address is not complete, the offer shall be opened by the company, to locate the exact address and dispatch the offer back to its owner.
  - 7 Offers received directly, via fax, telex, phone or E mail are not accepted unless the special conditions stipulate otherwise.
  - 8 The offers which lack signature and seal of the bidder, un-completed, or not clear are not accepted.
  - 9 The bidder shall include his offer samples, if required via the special conditions. If the samples cannot be transited, time and place to be examined shall be fixed, otherwise the company has the right to disregard such offer.
  - 10 The bidder has to attach to its offer; catalogues, technical information, statistics to identify the offered supplies, works or

- services in either English or Arabic language, otherwise the company may ignore his offer without any right to be contested.
- 11 Packing or packaging shall be made at good commercial level, showing the packaging method without any extra costs. All boxes, bags and packaging materials remain owned by the company unless the special conditions stipulate otherwise.
  - 12 The Bidder binds to keep his offer valid for sixty days following closing date, unless the special conditions stipulate otherwise.
  - 13 Offers to supply all or part of quantities or services are not accepted, unless the special conditions stipulate otherwise.
  - 14 Should the delivery date of supplies, services or works is not fixed in the tender invitation, the bidder shall fix such period, otherwise the delivery is considered to be made immediately; during one week since date of signing the purchase order or agreement.
  - 15 The bidder shall show the country of origin of his supplies, name of manufacturer, brand, commercial name, Model, number on the catalogue or brochure as to offered supplies.
  - 16 The bidder shall offer separate table with his offer as to spare parts for such parts recommended by the manufacturing company for a period of ( ) in normal usage, showing the part number, qty, unit price and total price. Such prices are obligatory on the bidder for the referred to period. Such spare parts shall be new and original brand.
  - 17 If the tender invitation included certain trademark or specifications as to offered supplies, this does not represent restriction but indication as to the characteristics and specifications of the required supplies. The bidder may offer alternative supplies that carry same specifications and features, and could fulfill the purposes to be achieved in the same level as the fixed ones.
  - 18 The bidder offer is considered assurance that his offer is not presented based on a relationship with another bidder for a material or more included in his offer. In all cases, the single bidder is not allowed to offer two offers for same supplies or works whether in his name or jointly with other name. In such case both offers shall be ignored. The bidder has to offer one fixed offer. He may attach to its offer some alternatives, provided that the Bid Bond value shall be in line with the offer value or alternative one whichever is higher.
  - 19 The bidder efficiency shall be taken into account in terms of financial and ability to fulfill its obligations once studying and analyzing the offers.
  - 20 Offers' prices presented for supplies and/or works shall be compared by defining the cheapest applicable offer provided to exclude the value of any additions, spare parts or items which are required to be priced in the tender invitation. The company may accept additions and spare parts in the winning offer.

- 21 The tender shall be awarded to the best offer owner; prices, quality, delivery, implementation, financing conditions, financial, technical and commercial ability of the owner of the best offer. In case of prices, qty & ability equality the tender may be divided, if possible, and beneficial to the company, among equal offers bidders based on circumstances as to supplying materials or carrying out works, based on the demanding party and the tenders commission assessment to take decision, provided that division decision is already issued in the tender invitation.
- 22 Studying the offers shall start by the technical issue to define the suitable offers and specifications. Non-applicable offers shall be excluded based on special reasons stipulated for in the decision.
- 23 If the company finds out that, the cheapest offer does not suit its interests; in terms of qty, services, works, financial, commercial or technical incompetency of the cheapest offer, the company is entitled to award the tender to the most suitable offer without mentioning justifications.
- 24 Once matching all the offers, and in case of any shortages therein, the required supplies, services or works shall be awarded to the offer that includes the best quality and most suitable prices (most suitable offer).
- 25 The company is entitled to cancel or re-invite for the tender if offered prices are high or any other material reasons.
- 26 Once studying the offers, the detailed price for local products and local contractors shall be taken into account.
- 27 The awarded contractor is not allowed to claim currency exchange differences in case of any changes thereof or claim the loss value or damage he suffers from carrying out the tender.
- 28 If the awarded contractor fails to supply the awarded materials or works or services, the General manager shall have the right to adopt any of the following procedures:
- a. Exempt the contractor from supplying or carrying out the works and attach the bond value.
  - b. Purchasing the materials from any other source, and charging the contractor by all expenses, costs and prices' differences. The company shall collect its dues in such case, from all the contractor other dues entrusted to the company
- 29 Delays in delivery or carrying out the works are not allowed. In case of any delays in delivery or carrying out the General manager is entitled to:
- a. Penalize the contractor by 0.005 of delayed goods value/delayed day in respect of supplies. If delay period does not exceed seven days the contractor is exempted from such penalty, whilst if the delay exceeds seven days the penalty shall be calculated since the

first delayed day, provided not to exceed 10% of the delayed goods value. As for works the penalty shall be ( ) JOD/day at ceiling of 15% of the contract price.

b. Adopt any other suitable procedures.

- 30 The offer that lacks the Bid Bond shall be disregarded.
- 31 In case of any fault in the offer relating to total prices, the unit price shall apply. In case more than unit price the matter shall be referred to the tenders' commission to determine based on available evidences. The commission may exclude the offer if evidences are available. If differences are discovered between the values in figure than that of letters, the least price shall be adopted, unless the commission finds out enough evidences to adopt the higher price.
- 32 If the purchasing is intended to be carried out via tender method:
- 1 The bidders' number is not enough; more than two.
  - 2 The offered prices are not reasonable in both offers; such offers are conditioned or incomplete.
- In such cases, the commission may decide to re-invite for the tender, performing negotiations and assigning of the tender, if such issue is in contradiction with supplying levels that are necessary for maintaining necessary stock for production continuity.